

05-833-CD  
Beneficial vs. R. Peacock et al

Bene. Con. Disc Co. v. Robert  
2005-833-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

ROBERT PEACOCK  
a/k/a ROBERT W. PEACOCK IV

and

MARLENE L. PEACOCK

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
185 RAILROAD STREET  
IRVONA, PA 16656

CIVIL DIVISION

No. 05-833-CD

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

MELISSA A. SHENKEL, ESQ.

PA ID NO. 91445

CHROMULAK & ASSOCIATES, LLC

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.

FILED *Atty pd.*  
m/10:32 *85.00*  
JUN 13 2005 *2 cc shff*  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No.

ROBERT PEACOCK  
a/k/a ROBERT W. PEACOCK IV  
and  
MARLENE L. PEACOCK

Defendant(s)

**NOTICE TO DEFEND**  
**YOU HAVE BEEN SUED IN COURT.**

If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

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**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA**

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

**CIVIL DIVISION**

No.

Plaintiff,

vs.

ROBERT PEACOCK  
a/k/a ROBERT W. PEACOCK IV  
and  
MARLENE L. PEACOCK,

Defendants.

**COMPLAINT**

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. ROBERT PEACOCK a/k/a ROBERT W. PEACOCK IV and MARLENE L. PEACOCK are adult individuals residing at 185 RAILROAD STREET, IRVONA, PA 16656.

3. On or about NOVEMBER 21, 2002, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with the Defendants, Plaintiff advanced funds to the Defendants.

<p><b>THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.</b></p>
--

5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about DECEMBER 30, 2004.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, and owing by the Defendants is in the sum of NINE THOUSAND, SEVEN HUNDRED THIRTEEN 10/100 (\$9,713.10) DOLLARS as of APRIL 29, 2005.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover costs of collection and reasonable attorney's fees.

**WHEREFORE**, Plaintiff claims damages in the sum of NINE THOUSAND, SEVEN HUNDRED THIRTEEN 10/100 (\$9,713.10) DOLLARS, plus court costs and attorney's fees.

Respectfully submitted,

**Chromulak & Associates, LLC**

By: 

**CATHY ANN CHROMULAK, ESQ.**

PA ID NO. 42067

**MELISSA A. SHENKEL, ESQ.**

PA ID NO. 91445

Attorneys for Plaintiff

375 Southpointe Boulevard

4<sup>th</sup> Floor

Canonsburg, PA 15317

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# **LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)**

## **LENDER (called "We", "Us", "Our")**

BENEFICIAL CONSUMER DISCOUNT COMPANY  
3006 PLEASANT VALLEY BLVD  
ALTOONA PA 16602

## **BORROWERS (called "You", "Your")**

PEACOCK, ROBERT  
SS# 161462279  
PEACOCK, MARLENE L  
SS# 180523174  
PO BOX 51  
RAILROAD ST  
IRVONA PA 16656

**LOAN NO:** 711702-563418

DATE OF LOAN 11/21/2002	FIRST PAYMENT DUE DATE 12/21/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 11/21/2007	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 14,413.20	AMOUNT FINANCED \$ 8,071.39			
TOTAL FINANCE CHARGE \$ 6,341.81	SCHEDULED INTEREST \$ 6,341.81	SERVICE CHARGE \$ .00	OFFICIAL FEES \$ .00	
LIFE INS PREMIUM \$ 500.71	DISABILITY INS PREMIUM \$ NONE	UII PREMIUM \$ 570.76		
		PROPERTY INS (PPI) \$ NONE		
		NON FILING INSURANCE PREMIUM \$ NONE		
FIRST INSTALLMENT \$ 240.22	MONTHLY INSTALLMENT \$ 240.22	TERM PERIOD 60		

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.

Fire and extended coverage insurance on real estate security.

Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.

(See "Security" paragraph above for description of security to be insured.)

**NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE



\*P965D203EM8CEA7000PAB750110\*\*

**EXHIBIT**

**"A"**



ORIGINAL

PAB75011

## LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

**DATE ON WHICH FINANCE CHARGE BEGINS.** Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

**MATURITY.** After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

**SECURITY.** You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

**LATE CHARGE.** If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**FAILURE TO PAY.** If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE

PAB75012



\*P965D2D3EM8CEA7000PAB750120\*\*PEACOCK

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

Robert W. Peacock IV (SEAL)

Madeline L. Peacock (SEAL)

WITNESS:

Junie L. Harrison (SEAL)

03-01-00-NRE

PAB75013



\*P965D2D3EM86CEA7000PAB750130\*\*PEACOCK

\*

ORIGINAL



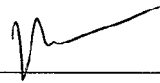
VERIFICATION

Dawn Richt, Recover Specialist for

Beneficial Consumer Discount Company

---

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the forgoing Complaint are true and correct to the best of her knowledge, information and belief.



---

Dawn Richt

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100546  
NO: 05-833-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: ROBERT PEACOCK a/k/a ROBERT W. PEACOCK IV and  
MARLENE L. PEACOCK

**SHERIFF RETURN**

NOW, June 24, 2005 AT 11:13 AM SERVED THE WITHIN COMPLAINT ON ROBERT PEACOCK a/k/a ROBERT W. PEACOCK IV DEFENDANT AT 185 RAILROAD ST., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT PEACOCK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

**FILED**  
013:0761  
AUG 17 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 100546  
NO: 05-833-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: ROBERT PEACOCK a/k/a ROBERT W. PEACOCK IV and  
MARLENE L. PEACOCK

**SHERIFF RETURN**

---

NOW, June 24, 2005 AT 11:13 AM SERVED THE WITHIN COMPLAINT ON MARLENE L. PEACOCK  
DEFENDANT AT 185 RAILROAD ST., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO  
ROBERT PEACOCK, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE  
KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100546  
NO: 05-833-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: ROBERT PEACOCK a/k/a ROBERT W. PEACOCK IV and  
MARLENE L. PEACOCK

SHERIFF RETURN

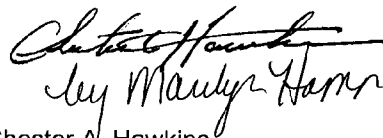
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	7546	20.00
SHERIFF HAWKINS	CHROMULAK	7546	45.87

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

ROBERT PEACOCK A/K/A  
ROBERT W. PEACOCK IV  
and MARLENE L. PEACOCK,

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendants' Address:  
185 RAILROAD STREET  
IRVONA, PA 16656

Dated: AUGUST 5, 2005

CIVIL DIVISION

No. 05-833-CD

TYPE OF PLEADING:

Praecipe for Default Judgment

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQUIRE  
PA ID NO. 42067  
MELISSA A. SHENKEL, ESQUIRE  
PA ID NO. 91445  
MAUREEN A. DOWD, ESQUIRE  
PA ID NO. 90549


CHROMULAK & ASSOCIATES, L.L.C.  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, Pennsylvania 15317  
(724) 916-2400

THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.

FILED <sup>@</sup> Atty pd.  
m/2:5861 20.00  
AUG 22 2005 ICC Notice  
to Defs.  
Statement to  
Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

Please enter judgment by default against the within-named defendants, **ROBERT PEACOCK A/K/A ROBERT W. PEACOCK IV and MARLENE L. PEACOCK**, for failure to file an Answer as follows:

<b>TOTAL</b>	<b>\$10,303.10</b>
--------------	--------------------

BY   
CATHY ANN CHROMULAK, ESQUIRE  
MELISSA A. SHENKEL, ESQUIRE  
MAUREEN A. DOWD, ESQUIRE  
Attorneys for Plaintiff

**AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATION OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT**

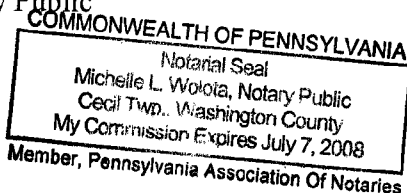
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF WASHINGTON )

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared, MELISSA A. SHENKEL ESQUIRE, attorney for and authorized representative of plaintiff who, being duly sworn according to law, deposes and says that the defendant is not in the military service of the United States of America to the best of her knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed to defendants on **JULY 25, 2005** by certificate of mailing in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy. *MS*

copy. *M SN*  
CATHY ANN CHROMULAK, ESQUIRE  
MELISSA A. SHENKEL, ESQUIRE  
MAUREEN A. DOWD, ESQUIRE

Sworn to and subscribed before me  
This 3 day of Aug, 2005.

Michelle L. Wolbta  
Notary Public



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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No. 05-833-CD

ROBERT PEACOCK  
a/k/a ROBERT W. PEACOCK IV  
and  
MARLENE L. PEACOCK

Defendant(s)

TO: ROBERT PEACOCK  
a/k/a ROBERT W. PEACOCK IV  
185 RAILROAD STREET  
IRVONA, PA 16656

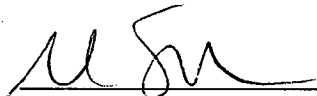
DATE OF NOTICE: JULY 25, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

By:



CATHY ANN CHROMULAK, ESQ.  
MELISSA A. SHENKEL, ESQ.  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No. 05-833-CD

ROBERT PEACOCK  
a/k/a ROBERT W. PEACOCK IV  
and  
MARLENE L. PEACOCK

Defendant(s)

TO: MARLENE L. PEACOCK  
185 RAILROAD STREET  
IRVONA, PA 16656

DATE OF NOTICE: JULY 25, 2005

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DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

By:



CATHY ANN CHROMULAK, ESQ.  
MELISSA A. SHENKEL, ESQ.  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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# MOLICA & MURRAY

**Name and Address of Sender**  
 450 TRIMONT PLAZA  
 1305 GRADVIEW AVENUE  
 PITTSBURGH, PENNSYLVANIA 15214-1205

Indicate type of mail  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified

☐ Return Receipt for Merchandise  
☐ Int'l Recorded Del.  
☐ Express Mail

Check appropriate block for Registered Mail:  
☐ With Postal Insurance  
☐ Without Postal Insurance

Affix stamp here  
 certificate of additional cost  
 Postmark at Due Sender if COD

MAILED FROM ZIP CODE 15217  
 05.00 PM 7/11/97  
 15217

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regs.)	Insured Value	Due Sender if COD
1	(EZ)	CARRIE S. HEIDEL 1105 PACIFIC AVENUE, MONACCA, PA 15061						
2	(EZ)	ROBERT PEACOCK a/k/a ROBERT W. PEACOCK IV 185 RAILROAD STREET, IRVONA, PA 16656						
3	(EZ)	MARLENE L. PEACOCK 185 RAILROAD STREET, IRVONA, PA 16656						
4	(EZ)	FRANKLIN D. MENEFEE 803 BROADFORD ROAD, CONNELLSVILLE, PA 15425						
5	(EZ)	CORENIA S. ROSE 803 BROADFORD ROAD, CONNELLSVILLE, PA 15425						
6	(MAS)	I KENNETH BUTERA, ESQ. 630 FREEDOM BUSINESS CENTER, SUITE 212 KING OF PRUSSIA, PA 19406						
7	(MAS)	CHRISTINE A. BARRY 1210 MALINDA ROAD, ORELAND, PA 19075						
8	(MAS)	PETER BENETATOS, PATRICIA BENETATOS 172 BAYBERRY STREET, ROYERSFORD, PA 19468						
9	(dmr)	JON C. SIRLIN, ESQUIRE SIRLIN GALLOGLY, & LESSER 1529 WALNUT ST. STE 600 PHILADELPHIA, PA 19102						
10	(BZ)	Somarajan P. Kunjakun a/k/a Somarajan P. Kunjakun 6447 Market Street, Upper Darby, PA 19082						
11								
12								
13								
14								
15								
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.				
ten		ten	CE R. K. K.					

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION


No. 05-833-CD

Plaintiff,

vs.

ROBERT PEACOCK A/K/A  
ROBERT W. PEACOCK IV  
and MARLENE L. PEACOCK,

Defendants.

  
COPY

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: **ROBERT PEACOCK a/k/a**  
**ROBERT W. PEACOCK IV**  
**185 RAILROAD STREET**  
**IRVONA, PA 16656**

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on August 22, 2005.

( ) A copy of the Order or Decree is enclosed, or

(X) The judgment is as follows: \$10,303.10 plus interest at the rate of 6% per annum and additional costs of suit.

\_\_\_\_\_  
Deputy

**THIS IS AN ATTEMPT TO  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

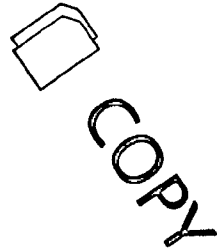
No. 05-833-CD

Plaintiff,

vs.

ROBERT PEACOCK A/K/A  
ROBERT W. PEACOCK IV  
and MARLENE L. PEACOCK,

Defendants.

 COPY

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: MARLENE L. PEACOCK  
185 RAILROAD STREET  
IRVONA, PA 16656

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on August 22, 2005.

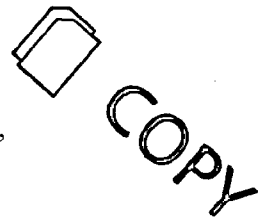
( ) A copy of the Order or Decree is enclosed, or

(X) The judgment is as follows: \$10,303.10 plus interest at the rate of 6% per annum and additional costs of suit.

\_\_\_\_\_  
Deputy

THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

 COPY

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2005-00833-CD

Real Debt: \$10,303.10

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert Peacock  
Marlene L. Peacock  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 22, 2005

Expires: August 22, 2010

Certified from the record this 22nd day of August, 2005.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

ROBERT PEACOCK  
A/K/A ROBERT W. PEACOCK IV  
and MARLENE L. PEACOCK,

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

CIVIL DIVISION

No. 05-833-CD

TYPE OF PLEADING:

Praecipe to Satisfy Judgment

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

MELISSA A. SHENKEL, ESQ.

PA ID NO. 91445

MAUREEN A. DOWD, ESQ.

PA ID NO. 90549

CHROMULAK & ASSOCIATES, L.L.C.

375 Southpointe Boulevard

4<sup>th</sup> Floor

Canonsburg, PA 15317

(724) 916-2400

FILED

SEP 02 2005

W/ 3:30/4  
William A. Shaw  
Prothonotary

THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

CIVIL DIVISION

No. 05-833-CD

vs.

ROBERT PEACOCK  
A/K/A ROBERT W. PEACOCK IV  
and MARLENE L. PEACOCK,  
Defendants.

PRAECIPE TO SATISFY JUDGMENT

TO PROTHONOTARY:

Please satisfy the judgment against ROBERT PEACOCK A/K/A ROBERT W.  
PEACOCK IV and MARLENE L. PEACOCK, at No. 05-833-CD, and mark the docket  
accordingly.

Respectfully submitted,

CHROMULAK & ASSOCIATES, L.L.C.

By: 

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

MELISSA A. SHENKEL, ESQUIRE


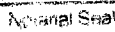
PA ID NO. 91445

MAUREEN A. DOWD, ESQUIRE

PA ID NO. 90549

Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

Sworn to and subscribed  
Before me this 30 day  
of Aug., 2005.

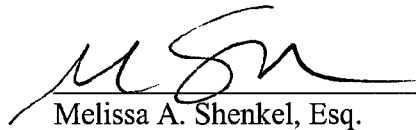
  
COMMONWEALTH OF PENNSYLVANIA  
Notary Public   
Michelle L. Wolcott, Notary Public  
Cecil Twp., Washington County  
My Commission Expires July 7, 2008  
Member, Pennsylvania Association Of Notaries

THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.

**CERTIFICATE OF SERVICE**

I, Melissa A. Shenkel, Esquire, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing Praecipe to Satisfy Judgment was served upon the following by First Class Mail, postage prepaid on this 31ST day of AUGUST, 2005.

ROBERT PEACOCK  
A/K/A ROBERT W. PEACOCK IV  
MARLENE L. PEACOCK  
185 RAILROAD STREET  
IRVONA, PA 16656



Melissa A. Shenkel, Esq.

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

Beneficial Consumer Discount Company

No.: 2005-00833-CD

Vs.

Debt: \$10,303.10

Robert Peacock  
Marlene L. Peacock

Atty's Comm.:

Interest From:

Cost: \$20.00

NOW, Friday, September 02, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 2nd day of September, A.D. 2005.

\_\_\_\_\_  
Prothonotary