

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

Bene. Con. Disc Co. v. Robert Peacock
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
4th 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/10/3281 85.00
JUN 13 2005 *2cc shff*
William A. Shaw
Prothonotary/Clerk of Courts

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

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Plaintiff,

Vs.

CIVIL DIVISION

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.

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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

4th 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	FIRST PAYMENT DUE DATE	OTHERS	SCHEDULED MATURITY	CONTRACT RATE (per year)	
11/21/2002	12/21/2002	SAME DAY OF EACH MONTH	11/21/2007	25.698 %	
TOTAL OF PAYMENTS	AMOUNT FINANCED				
\$ 14,413.20	\$ 8,071.39				
TOTAL FINANCE CHARGE	SCHEDULED INTEREST	SERVICE CHARGE		OFFICIAL FEES	
\$ 6,341.81	\$ 6,341.81	\$.00		\$.00	
LIFE INS PREMIUM	DISABILITY INS PREMIUM	IUI PREMIUM			
\$ 500.71	\$ NONE	\$ 570.76			
				PROPERTY INS (PPN)	
				NONE	
					NON FILING INSURANCE PREMIUM
					\$ NONE
FIRST INSTALLMENT	MONTHLY INSTALLMENT			TERM PERIOD	
\$ 240.22	\$ 240.22			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



*P965D203EM88CEA7000PAB750110**

EXHIBIT

"A"

tabbed

PAB75011

ORIGINAL

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.

PAYOUTS. You agree to payouts of Amount Financed as shown on Truth-In-Lending disclosure form. If payouts 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 payouts.

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



*P965D2D3EM88CEA7000PA8750120**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 Jr. (SEAL)

Marlene L. Peacock (SEAL)

WITNESS: _____ (SEAL)

June A. Johnson

03-01-00-NRE

PAB75013



*P965D2D3EM88CEA7000PAB750130**PEACOCK

*

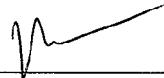
ORIGINAL

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

03:07:61
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

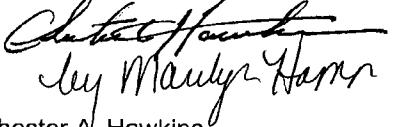
RETURN COSTS

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

Sworn to Before Me This

So Answers,

____ Day of _____ 2005



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

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
4th Floor
Canonsburg, Pennsylvania 15317
(724) 916-2400

Dated: AUGUST 5, 2005

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

FILED ^{Atty pd.}
112:58 AM 20.00
AUG 22 2005 ICC Notice
to Defs.
William A. Shaw
Prothonotary/Clerk of Courts
Statement to
Atty

TO: PROTHONOTARY

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:

Amount Claimed in Complaint:	\$ 9,713.10
Interest from 4/30/05 through 8/05/05:	-0-
Costs of Collection through 8/05/05:	590.00
TOTAL	\$10,303.10

With interest accruing on the total balance of **\$10,303.10** at the rate of 6% per annum, together with additional costs of suit.

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

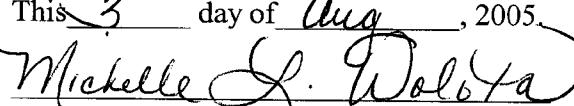
**AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATION OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT**

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. 


CATHY ANN CHROMULAK, ESQUIRE
MELISSA A. SHENKEL, ESQUIRE
MAUREEN A. DOWD, ESQUIRE

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


Notary Public

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

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Plaintiff,

Vs.

CIVIL DIVISION

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

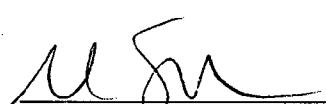
DATE OF NOTICE: JULY 25, 2005

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
4th Floor
Canonsburg, PA 15317

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Plaintiff,

Vs.

CIVIL DIVISION

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

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
4th Floor
Canonsburg, PA 15317

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BE USED FOR THAT PURPOSE.

MOLLICA & MURRAY

Name and
Address
of Sender
PITTSBURGH, PENNSYLVANIA 15211-1205

Line	Article Number	Name of Addressee, Street, and Post Office Address	Indicate type of mail			Check appropriate block for Registered Mail:			Check appropriate block for Postmark at	Affix stamp here certificate of additional copy MAILED FROM ZIP CODE
			<input type="checkbox"/> Registered Insured	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> With Postal Insurance	<input type="checkbox"/> ^{Int'l} Recorded Del.	<input type="checkbox"/> Without Postal Insurance	<input type="checkbox"/> Express Mail		
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)	J. 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. Kunjakunju 6447 Market Street, Upper Darby, PA 19082								
11										
12										
13										
14										
15										
Total Number of Pieces Listed by Sender ten			Total Number of Pieces Received at Post Office ten	Postmaster, Per (Name of Receiving Employee) CR Banks	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 documented mail 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 on Express Mail postal insurance is \$25,000 for registered mail, sent with optional mail. See <i>Domestic Mail Manual</i> R900, SG13, and SG21 for limitations of coverage on insured and COD only to Standard Mail (A) and Standard Mail (B) parcels.					

Form Must Be Completed by Typewriter, Ink, or Ball Point Pen

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

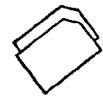
CIVIL DIVISION

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

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

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

Deputy

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INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

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

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
 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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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
4th Floor
Canonsburg, PA 15317
(724) 916-2400

FILED

SEP 02 2005

W/ 3:30 (w)
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,

vs.

CIVIL DIVISION

No. 05-833-CD

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
4th Floor
Canonsburg, PA 15317

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

Michelle L. Wolsta
COMMONWEALTH OF PENNSYLVANIA
Notary Public 
My Commission Expires July 7, 2008
Member, Pennsylvania Association Of Notaries

**THIS IS AN ATTEMPT TO
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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 Praeclipe 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



MAS
Melissa A. Shenkel, Esq.

**THIS IS AN ATTEMPT TO
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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.

Robert Peacock
Marlene L. Peacock

Debt: \$10,303.10

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