

05-995-CD  
Beneficial Cons. Disc Co. vs F. W. Boyer et

2005-995-CD  
Bene Con. Dis. Co v. Frank Boyer et

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

FRANK W. BOYER  
and  
MARIA L. BOYER

Defendants.

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

Defendant's Address:  
228 SOUTH HIGHLAND STREET  
DUBOIS, PA 15801

CIVIL DIVISION

No. 2005-995-CO

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

JUL 08 2005

William A. Shaw

Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No.

FRANK W. BOYER  
and  
MARIA L. BOYER

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.

FRANK W. BOYER  
and  
MARIA L. BOYER,

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. FRANK W. BOYER and MARIA L. BOYER are adult individuals residing at 228 SOUTH HIGHLAND STREET, DUBOIS, PA 15801.

3. On or about JUNE 30, 2004, 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 style="text-align: center;"><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 JANUARY 1, 2005.

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 FOURTEEN THOUSAND, ONE HUNDRED SEVENTEEN 68/100 (\$14,117.68) DOLLARS as of MAY 23, 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 FOURTEEN THOUSAND, ONE HUNDRED SEVENTEEN 68/100 (\$14,117.68) 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  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

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

BOYER, FRANK W  
SS# 191500977  
BOYER, MARIA L  
SS# 171549624  
228 S HIGHLAND ST  
DU BOIS PA 15801

**LOAN NO:**

711723-601282

DATE OF LOAN 06/30/2004	FIRST PAYMENT DUE DATE 07/30/2004	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 06/30/2009	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 23,834.40	AMOUNT FINANCED \$ 13,197.26			
TOTAL FINANCE CHARGE \$ 10,637.14	SCHEDULED INTEREST \$ 10,487.14	SERVICE CHARGE \$ 150.00	OFFICIAL FEES \$ .00	
LIFE INS PREMIUM \$ 908.81	DISABILITY INS PREMIUM \$ 1,844.78	IUI PREMIUM \$ 943.84		
FIRST INSTALLMENT \$ 397.24	MONTHLY INSTALLMENT \$ 397.24	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.**

05-01-04 NRE



\*B4319361EJ94CEA9000PAB750210\*\*

PAB75021

**EXHIBIT**

ORIGINAL

**"A"**

## 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.**

05-01-04 NRE

PAB75022



\*B4319351EJ94CEA9000PAB750220\*\*BOYER

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 L. Boyer (SEAL)

Maria L. Boyer (SEAL)

\_\_\_\_ (SEAL)

WITNESS:

Nicholas Adwar

05-01-04 NRE

PAB75023



\*B4319361EJ94CEA9000PAB75023D\*\*BOYER

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.

A handwritten signature in black ink, appearing to read 'Dawn Richt', written over a horizontal line.

Dawn Richt

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BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

FRANK W. BOYER and MARIA L.  
BOYER

Defendants.

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

Date: July 13, 2005

**CIVIL DIVISION**

No. 2005-995-CD

**TYPE OF PLEADING:**

Praecipe to Discontinue  
Without Prejudice

**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, L.L.C.**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

FILED *no cc*  
*m/3:19/01*  
JUL 15 2005 *Cert. of Disc.*  
*to Atty*  
William A. Shaw  
Prothonotary/Clerk of Court  
*Copy to CIA*

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COMPANY,

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BOYER

Defendants.

CIVIL DIVISION

No. 2005-995-CD


PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO: The Prothonotary:

Please discontinue without prejudice the above-captioned action and mark the docket accordingly.

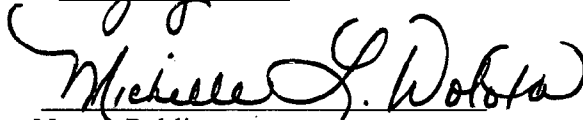
Respectfully submitted,

CHROMULAK & ASSOCIATES, L.L.C.

By:   
CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MELISSA A. SHENKEL, ESQUIRE  
PA ID NO. 91445

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

Sworn to and subscribed  
Before me this 13 day  
of July, 2005.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

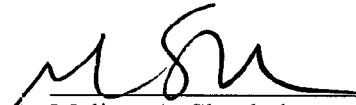
Notarial Seal  
Michelle L. Wolota, Notary Public  
Cecil Twp., Washington County  
My Commission Expires July 7, 2008  
Member, Pennsylvania Association Of Notaries

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**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 Discontinue without Prejudice was served upon the following by First Class Mail, postage prepaid on this 13th day of July, 2004.


FRANK W. BOYER  
MARIA L. BOYER  
228 SOUTH HIGHLAND STREET  
DUBOIS, PA 15801

  
\_\_\_\_\_  
Melissa A. Shenkel, Esq.

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

Beneficial Consumer Discount Co.

Vs.

No. 2005-00995-CD

Frank W. Boyer

Maria L. Boyer

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 15, 2005, marked:

Discontinued without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Melissa A. Shenkel, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of July A.D. 2005.

---

William A. Shaw, Prothonotary