

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

2005-995-CD
Bene Cons. 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-C0

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

FILED

JUL 08 2005

11:45 AM

William A. Shaw

Prothonotary/Clerk of Courts

2 CIVL TO SHER

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

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

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,

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.

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

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

4th Floor

Canonsburg, PA 15317

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

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



PAB75021

*B4319361EJ94CEA9000PAB750210**

EXHIBIT

ORIGINAL

tables

"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.

PAYOUTS. 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



*B4319361EJ94CEA9000PAB750220**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:

Richard L. Boyer (SEAL)

Maria L. Boyer (SEAL)

WITNESS:

Mark S. Sadow

05-01-04 NRE

PAB75023



*B4319361EJ94CEA9000PA875023D**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.



Dawn Richt

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

FRANK W. BOYER and MARIA L.
BOYER

Defendants.

CIVIL DIVISION

No. 2005-995-CD

TYPE OF PLEADING:

Praeclipe to Discontinue
Without Prejudice

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT
COMPANY

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

Date: July 13, 2005

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

FILED NO CC

3/3/98
JUL 15 2005

William A. Shaw
Prothonotary/Clerk of Court

Cert. of Disc.
to Atty
Copy to CIA

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.

FRANK W. BOYER and MARIA L.
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.

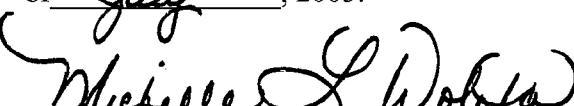
PA ID NO. 42067


MELISSA A. SHENKEL, ESQUIRE

PA ID NO. 91445

Attorneys for Plaintiff
375 Southpointe Boulevard
4th 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. Woita, Notary Public
Cecil Twp., Washington County
My Commission Expires July 7, 2008

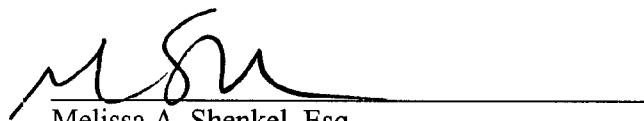
Member, Pennsylvania Association Of Notaries

**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 Praecept 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



MAS
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

 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