

05-1647-CD
GE Money Bank vs F.
Aughenbaugh

GE Money Bank et al vs Fred Aughenbaugh
2005-1647-CD

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William A. Shaw
Prothonotary/Clerk of Courts

HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN, ESQUIRE

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ATTORNEY FOR PLAINTIFF

GE MONEY BANK FORMERLY KNOWN AS
MONOGRAM CREDIT CARD BANK OF GEORGIA
7840 Roswell Road
Building #100, Suite 210
Atlanta, Georgia 30350

vs.

FRED L. AUGHENBAUGH
214 Kate Street
Osceola Mills, Pennsylvania 16666-1147

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION

TERM,

No. 05-1647-CD

CIVIL ACTION

"NOTICE

"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.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Raymond Billotte
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2541 Ext. 50

"AVISO

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

CIVIL ACTION


1. Plaintiff, GE Money Bank formerly known as Monogram Credit Card Bank of Georgia is a national banking association with offices located at 7840 Roswell Road, Building #100, Suite 210, Atlanta, Georgia 30350.
2. The Defendant(s) Fred L. Aughenbaugh is/are individual(s) residing at the address(es) contained in the caption of this case.
3. Pursuant to Monogram Credit Card Bank of Georgia Credit Card Agreement (hereafter collectively called the Agreement), a copy of which is attached hereto, made a part hereof and marked Exhibit "A", Defendant(s) was/were issued a Lowes Card, account number C82222390748261.
4. Defendant(s) subsequently utilized the aforesaid credit card to make various purchases thereby incurring payment obligations to Plaintiff under the terms of the Agreement.
5. Defendant(s) defaulted upon the Agreement by failing to adhere to the repayment schedule contained therein and in accordance therewith the entire remaining balance became due and payable immediately.
6. The Agreement requires the Defendant(s) to pay late fees when installment payments are past due.
7. The Agreement further requires the Defendant(s) to pay reasonable attorney fees and court costs if the account is referred to an attorney who is not a salaried employee of the Plaintiffs.
8. As a consequence of the foregoing there is presently due and owing to Plaintiff by Defendant(s) the following sum(s):

Unpaid balance:	\$3,684.84
Interest @ 21% from 5/04:	1,096.33
Late fees:	.00
Attorney's fees:	<u>956.23</u>
Total due:	\$5,737.40

9. Despite repeated demand by Plaintiff, Defendant(s) has/have failed and refused to pay the aforesaid sum.

WHEREFORE, Plaintiff demands judgment against Defendant(s) in favor of Plaintiff in the amount of \$5,737.40 together with interest and costs.

HAYT, HAYT & LANDAU

By:  _____

Arthur Lashin, Esquire
Attorney for Plaintiff

**MONOGRAM CREDIT CARD BANK OF GEORGIA
CREDIT CARD AGREEMENT
RETAIL INSTALMENT CREDIT AGREEMENT
RETAIL INSTALMENT CONTRACT
REVOLVING ACCOUNT PLAN**

- 1. GENERAL.** This Agreement governs the use of your Lowe's® Installed Project Card account (your "Account"). Please read and keep this Agreement for your records. In this Agreement and in your billing statement ("Statement"), "we," "us," and "our" refer to Monogram Credit Card Bank of Georgia, 7840 Roswell Road, Atlanta, GA 30350, our assignees, or other holders of this Agreement or your Account. "You" and "your" refer to all persons who were approved by us to use the Account. "Card" refers to your Lowe's Installed Project Card. The effective date ("Effective Date") of this Agreement will be the earlier of (i) the date you sign an Account application that is approved by us, or (ii) the first date that you or someone authorized by you uses the Account (in NY, the first date that you or someone authorized by you signs a sales slip or memorandum indicating a Purchase on the Account). You may use your Card to make Purchases on credit from time to time under your Account, subject to our approval, which may be based on, among other things, your payment history with us and your creditworthiness. You agree to use your Account only for personal, family or household purposes.
- 2. TYPES OF CHARGES.** There are two types of charges ("Features") under your Account: Regular Purchase charges and Big Buy charges. You may make a Regular Purchase charge for any merchandise or service Lowe's offers without any minimum purchase requirements. At any time after your Account is opened, subject to paragraph 12 below, if you have sufficient available credit of \$2,000 or more, you may make a Big Buy purchase provided the corresponding sales invoice (which may include multiple items) is \$2,000 or more. The applicable Finance Charge rate is different for each of the Features. The other terms and conditions in this Agreement will apply to both Features. You understand that Regular Purchase charges and Big Buy charges will be billed separately on the same monthly billing statement ("Statement").
- 3. PROMISE TO PAY.** You agree to be bound by this Agreement. You promise to pay us for all credit that we extend on your Account for purchases (including mail and phone orders, if any) of goods or services ("Purchases") and all other amounts owed to us under the terms of this Agreement. If your Account is a Joint Account, each of you is bound by this Agreement, and each of you jointly and individually promises to pay us, and may be held liable for, all amounts owed to us on your Account.
- 4. FINANCE CHARGES.** For the Regular Purchase Feature, the daily periodic Finance Charge will be computed by applying a daily periodic rate of **.05754% (ANNUAL PERCENTAGE RATE 21%)** to the daily balance subject to Finance Charge. For the Big Buy Feature, the daily periodic Finance Charge will be computed by applying a daily periodic rate of **.03809% (ANNUAL PERCENTAGE RATE 13.9%)** to the daily balance subject to Finance Charge.

LOWE'S

A minimum **FINANCE CHARGE** of \$1.00 will be assessed for any billon paid in which a Finance Charge is due, except in 1A. In 1A, the minimum **FINANCE CHARGE** will be \$1.50.

5. BALANCE SUBJECT TO FINANCE CHARGE. Each day during the billing period, we will figure a "Daily Balance" for each Feature on your Account. To do this, we take the opening balance for the Feature for that day, which includes unpaid finance charges, add any purchases made on that day (except as provided below in paragraph 6), (unless at our option we post a purchase at a later day), add any fees and other charges and debits assessed that day (except as described below), and subtract any payments made and credits issued on that day. This gives us the Daily Balance for the Feature. We then multiply the Daily Balance by the daily periodic rate and add that daily periodic Finance Charge to the account to determine that day's closing balance, which will be the opening balance for the following day. Late Payment Fees, Returned Check Fees and Insurance premiums, if any, are not included in the Daily Balance. At the end of the billing period, we add up the results of the daily Finance Charge calculations to get the total periodic Finance Charge for the billing period for the Feature.

If you have both a Regular Purchase balance and a Big Buy balance, we will figure the periodic Finance Charge for each Feature separately and add the results to arrive at the total periodic Finance Charge for the billing period.

6. WHEN FINANCE CHARGES BEGIN TO ACCRUE. New Purchases made in a billing period are not added in determining the daily balances for any billing period in which (a) there is no Previous Balance, or (b) the sum of your payments and credits is at least equal to the Previous Balance. In these cases, new purchases will not incur a Finance Charge in the billing period when they are made or if they are paid within 26 days of the Billing Date. Otherwise, new purchases and other debits will incur a Finance Charge from the date of the transaction.

7. PAYMENTS. When there is a New Balance shown on your Statement, you agree to pay at least the Minimum Payment called for on that Statement, in time for receipt by us by the Payment Due Date shown on the Statement, plus any past due amounts. Your Minimum Payment will be the greater of: (a) the sum of (i) 1/48 (rounded to the next highest dollar) of the highest New Balance on your Account since it last had a zero balance and (ii) the monthly insurance premiums for any optional insurance product you have elected to purchase for your Account, and (b) \$15. However, your Minimum Payment will not be greater than your New Balance. When the New Balance is less than \$15, you must pay us the New Balance.

You may at any time pay more than the Minimum Payment, or the entire balance in full. All payments, except disputed payments, must be mailed or delivered to us at the address shown on your Statement (your "Payment Address"). Any payments received after 9:00 a.m. Eastern Time on any business day will be credited on the next business day. Credit to your Account may be delayed up to five days if payment is (a) not received at your Payment Address, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., or (c) not accompanied by the top portion of your Statement. Delayed crediting may cause you to incur a Late Payment Fee or additional Finance Charges. You agree that any payments on your Account made at a Lowe's store are handled by Lowe's as a convenience for you and are not deemed received or accepted by us until actually received by us. We reserve the right to

apply payments to your Account in any manner we may choose in our sole discretion. Although we post your payments as of the date we receive them, your ability to use any restored credit line may be delayed for up to 7 days after we receive your payment. In rare circumstances, restoring the credit available to you by reason of your payments may be further delayed. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn.

All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations, must be mailed or delivered to us at the address for billing inquiries shown on your Statement, not your Payment Address.

8. LATE PAYMENT FEE. We may impose a Late Payment Fee of \$20 if we do not receive your Minimum Payment by the Payment Due Date shown on your Statement, except as provided below. In IA, we may impose a Late Payment Fee of \$15. In all states, if your delinquent Minimum Payment was calculated on an account balance of less than \$100, the Late Payment Fee we may impose will not exceed \$10.

9. RETURNED CHECK FEE. We may impose a Returned Check Fee of \$20 if any check or other instrument sent to us in payment on your Account is returned to us unpaid.

10. SECURITY INTEREST. Except in CT, MO (on any Purchase under \$150), NC and NY (on any Purchase under \$200), we will have a purchase money security interest in all merchandise purchased on your Account until such merchandise is paid in full (in NY, for five years from date Purchase is posted to your Account). We waive any right to a security interest or lien on your dwelling that gives rise to a right of rescission under the Federal Truth in Lending Act. If you are in default under this Agreement, we may repossess, to the extent permitted by applicable law, the goods for which full payment has not been received. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your dwelling (and in NY, in any motor vehicle or in any goods likely to be affixed to a motor vehicle or real property so as to become a part thereof).

11. SPECIAL PAYMENT PLANS. From time to time you may be offered special promotional terms which (subject to specified conditions) reduce the cost of credit under this Agreement or otherwise modify the terms of this Agreement with respect to certain Purchases on your Account ("Special Payment Plans"). The standard provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided under the Special Payment Plan offering, and will continue to apply to any and all transactions that are not subject to a Special Payment Plan.

12. TERMINATION / CHANGE IN TERMS. You may at any time terminate this Agreement. We may, at any time and subject to applicable law: (a) terminate this Agreement; (b) terminate your right to make future Purchases; or (c) change any term or condition of, or add new terms to, this Agreement relating to your Account. Unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. When required by applicable law, we will mail a notice of any change(s) or addition(s) to you. Upon any termination of this Agreement you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of, this Agreement.

13. DEFAULT. Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make at least the Minimum Payment when due; (b) violate any other term of this Agreement; or (c) become the subject of bankruptcy or insolvency proceedings. After your default or your death, and subject to the limitations of applicable law, we have the right to: (i) terminate your Account, in which case the terms of this Agreement will apply until full payment is received of the amount owing on your Account, including Finance Charges which we will continue to impose to the date of full payment; (ii) require immediate payment of your entire Account balance, including Special Payment Plan balances, all accrued but unpaid Finance Charges, and all fees and other charges listed in this Agreement; and (iii) bring an action to collect all amounts owed. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorneys' fees.

14. LIABILITY FOR UNAUTHORIZED USE. The Card is issued to you by us at your request and you agree to surrender it to us upon demand. You may be liable for the unauthorized use of the Card. You agree to promptly notify us if your Card is lost or stolen or of possible unauthorized use of your Card by writing to P.O. Box 103080, Roswell, GA 30076, or by calling us at 1-800-444-1408. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use will not exceed \$50 (in NY, you will have no liability for unauthorized use of the Card prior to the

Effective Date). If you orally give us notice concerning loss or theft, you agree to confirm it in writing. You agree that unauthorized use does not include use by a person whom you have given authority to use the Account or Card and that you will be liable for all use by such a person. To terminate that authority, you must notify us at 1-800-444-1408.

15. CREDIT REPORTS AND ACCOUNT INFORMATION. You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your application for this Account and subsequently, in connection with any updates, renewals or extensions of credit or reviewing or collecting your Account. You also authorize us to report information concerning you on your Account, including information about your performance under this Agreement, to credit bureaus and others who may properly receive such information. If you believe that we have reported inaccurate information about you to a credit bureau, please contact us at P.O. Box 103065, Roswell, Georgia 30076-9065. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please send a copy of that report to us as well. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of this Agreement.

16. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT. From time to time, subject to applicable law, we may use or furnish to third parties information about you or your Account. Applicable law permits us to share information about our experiences or transactions with you or your Account with third parties and also permits us to share additional information about you or your Account (such as information from credit reporting agencies) with companies related to us by common control or ownership ("affiliates"). By entering into an Account relationship with us, you are agreeing to this use and disclosure of information. You can request that we discontinue furnishing to our affiliates information that does not relate solely to our experiences or transactions with you or your Account by writing to us at P.O. Box 103064, Roswell, GA 30076-9064. You may also request exclusion from lists we may make available to third parties from time to time for the purpose of offering products or services to you, by writing to us at P.O. Box 103080, Roswell, GA 30078.

17. TELEPHONE MONITORING. We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees and you agree to any such monitoring. A license to use service observing equipment has been obtained from the Georgia Public Service Commission.

18. NO WAIVER BY US. We reserve the right, at any time and in our sole discretion, not to impose part or all of any fee or other amount imposed pursuant to this Agreement or not to exercise any of our other rights under this Agreement and, should we do so, we will not waive our right to impose such fee or other amount or exercise the right as set forth in this Agreement in the future. Without limiting the foregoing, we may, at our option: (a) accept late or partial payments or checks or money orders marked "payment in full" or tendered with other conditions or limitations, (b) agree to extend the due date of any payment due under this Agreement for any length of time, (c) release any security interest we have in connection with this Agreement, and/or (d) release any other person responsible under this Agreement, without notifying you and without releasing you from your obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement.

19. CHANGE OF ADDRESS. You agree to notify us promptly if you change your address. Until we are notified that your address has changed, we will continue to send Statements and other notices to the last address we maintained on your Account. If your Account is a joint Account, each of you appoints the other(s) as your agent to designate the address to which the Statement (and any other notices) may be sent to you by us.

20. ARBITRATION. This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court. As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to this Cardholder Agreement (the "Agreement"), any prior agreement that you may have had with us or the relationships resulting from the Agreement or any prior agreement, including the validity, enforceability or scope of this Arbitration Provision, the Agreement or any prior agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statute, common law and equity. The term "Claim" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) the credit card account ("Account") created by the Agreement or any prior agreement, or any balances on the Account, (b)

"disputes, claims, or controversies" with the business related to the Account, goods or services financed under the Account or the terms of financing and (c) your application for the Account.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Any Claim shall be resolved, upon the election of you or us, by arbitration pursuant to this Arbitration Provision and the Code of Procedure ("Code") of the National Arbitration Forum ("NAF"), in effect at the time the Claim is filed. (If for any reason the NAF is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing a similar code of procedure will be substituted by us.) With respect to Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE NAF CODE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

The Code, rules and forms of the NAF may be obtained by calling (800) 474-2371, or by visiting NAF's website at <http://www.arb-forum.com>. All Claims shall be filed at any NAF office or at Post Office Box 50191, Minneapolis, Minnesota 55405.

There shall be no authority for any Claims to be arbitrated on a class action basis. Furthermore, Claims brought by or against one cardholder (or joint cardholders) may not be joined or consolidated in the arbitration with Claims brought by or against any other cardholder. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will temporarily advance up to \$500 towards the filing, administrative and/or hearing fees for any Claim which you may file against us, after you have paid an amount equivalent to the fee, if any, for filing such a Claim in state or federal court (whichever is less) in the judicial district in which you reside. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 *et seq.* The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the NAF which shall reconsider *de novo* any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean Monogram Credit Card Bank of Georgia; all of its parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, and assigns; Lowe's Companies, Inc.; Lowe's Home Centers, Inc.; The Contractor Yard, Inc.; and all of their independent contractors, agents, employees, directors and representatives.

This Arbitration Provision shall survive termination of your Account as well as the repayment of all amounts borrowed hereunder. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the NAF Code and this Arbitration Provision, this Arbitration Provision shall govern.

21. GOVERNING LAW. THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW), AND APPLICABLE FEDERAL LAW. THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS AGREEMENT AND THE AMOUNTS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS AGREEMENT

WILL BE GOVERNED BY SUCH LAWS. THIS AGREEMENT IS ENTERED INTO BETWEEN YOU AND US IN GEORGIA; WE MAKE DECISIONS ABOUT GRANTING CREDIT TO YOU FROM, EXTEND CREDIT TO YOU UNDER THIS AGREEMENT FROM, AND ACCEPT YOUR PAYMENTS IN, GEORGIA.

22. **ASSIGNMENT:** We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.

23. **SEVERABILITY:** If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall still be valid and enforceable.

24. **ENTIRE AGREEMENT:** This Agreement, together with any application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of Paragraph 12 of this Agreement.

FEDERAL AND STATE NOTICES

Service (finance) charges at rates not in excess of those permitted by law will be charged on outstanding balances from month to month.

MARYLAND RESIDENTS: You have the right to receive an answer to a written inquiry concerning the status of your Account.

NEW JERSEY RESIDENTS: Applicable law does not limit our rights under this Agreement, except as follows: (i) we must send you prior notice of any increase in the finance charge rates; and (ii) our reasonable attorneys' fees will not exceed 20% of the first \$500 of your outstanding Account balance and 10% of the excess.

NOTICE TO APPLICANT: (A) DO NOT SIGN THE APPLICATION/AGREEMENT BEFORE YOU READ IT OR IF THIS AGREEMENT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (C) YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE UNDER THIS AGREEMENT WITHOUT INCURRING ANY ADDITIONAL CHARGE. (D) YOU MAY UNDER CERTAIN CIRCUMSTANCES REDEEM THE PROPERTY IF REPOSSESSED BECAUSE OF YOUR DEFAULT, AND YOU MAY, UNDER CERTAIN CONDITIONS, REQUIRE A RESALE OF THE PROPERTY IF REPOSSESSED. (E) THE SELLER HAS NO RIGHT TO UNLAWFULLY ENTER YOUR PREMISES OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT. (F) IN MASSACHUSETTS: YOU MAY CANCEL A PURCHASE UNDER THIS AGREEMENT IF IT HAS BEEN SIGNED BY A PARTY THERETO AT A PLACE OTHER THAN THE ADDRESS OF THE SELLER, WHICH MAY BE HIS MAIN OFFICE OR A BRANCH THEREOF; PROVIDED YOU NOTIFY THE SELLER IN WRITING AT HIS MAIN OFFICE OR BRANCH, BY ORDINARY MAIL POSTED, BY TELEGRAM SENT OR BY DELIVERY, NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING A PURCHASE UNDER THIS AGREEMENT.



J. F. Brown,

President, Monogram Credit Card Bank of Georgia
7840 Roswell Road, Bldg. 100, Suite 200, Atlanta, GA 30350-6875.

Notice: The following is important information regarding your right to dispute billing errors.

***This notice contains important information about your rights and your responsibilities under the Fair Credit Billing Act.**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address shown on your Statement under billing inquiries. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special rule for credit card purchases:
If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

MONTHLY COSTS PER \$100 OF YOUR BALANCE

State	Life	Disability	Involuntary Unemployment	Property	Leave of Absence	Total
AK	7.0¢	14.1¢	32.9¢	29.0¢	N/A	83.0¢
AZ	6.0¢	17.0¢	30.0¢	29.0¢	9.0¢	85.0¢
AR	7.0¢	14.0¢	32.0¢	29.0¢	10.0¢	86.0¢
CA	8.0¢	17.0¢	32.0¢	29.0¢	10.0¢	86.0¢
CO	7.0¢	14.0¢	28.0¢	29.0¢	8.0¢	86.0¢
CT	8.0¢	21.8¢	21.7¢	29.0¢	18.0¢	98.5¢
DE	7.0¢	14.1¢	38.0¢	29.0¢	11.0¢	99.1¢
DC	7.0¢	24.9¢	39.0¢	29.0¢	N/A	99.9¢
FL	11.0¢	18.8¢	28.2¢	29.0¢	10.0¢	96.0¢
GA	7.0¢	18.2¢	38.9¢	29.0¢	8.7¢	89.8¢
HI	8.1¢	12.5¢	38.0¢	29.0¢	13.4¢	96.0¢
ID	7.0¢	14.1¢	38.9¢	29.0¢	N/A	89.0¢
IL	7.0¢	15.8¢	38.9¢	29.0¢	9.2¢	89.9¢
IN	7.0¢	18.1¢	39.0¢	29.0¢	N/A	91.1¢
IA	7.0¢	12.9¢	38.9¢	29.0¢	12.1¢	89.9¢
KS	7.0¢	18.3¢	38.9¢	29.0¢	8.7¢	89.8¢
KY	7.0¢	25.0¢	38.9¢	29.0¢	N/A	99.9¢
LA	7.0¢	25.3¢	38.9¢	15.0¢	N/A	86.2¢
ME	4.4¢	18.6¢	35.0¢	29.0¢	13.0¢	99.0¢
MD	5.0¢	7.5¢	24.0¢	29.0¢	12.9¢	78.4¢
MA	6.9¢	22.0¢	33.0¢	29.0¢	9.0¢	89.9¢
MI	7.3¢	15.1¢	41.3¢	29.0¢	7.2¢	89.9¢
MN	6.1¢	23.2¢	22.0¢	N/A	N/A	51.2¢
MS	7.0¢	26.0¢	38.9¢	29.0¢	N/A	99.9¢
MO	12.0¢	20.0¢	28.0¢	18.5¢	18.0¢	86.5¢
MT	7.0¢	21.9¢	89.0¢	29.0¢	3.0¢	99.9¢
NE	7.0¢	14.1¢	38.9¢	29.0¢	N/A	89.0¢
NV	7.0¢	20.3¢	38.9¢	29.0¢	4.7¢	99.9¢
NH	10.9¢	18.8¢	25.0¢	29.0¢	18.0¢	87.6¢
NJ	5.7¢	15.0¢	38.3¢	23.7¢	14.1¢	84.8¢
NM	7.0¢	18.0¢	38.0¢	29.0¢	N/A	88.0¢
NY	7.1¢	18.4¢	18.2¢	23.1¢	N/A	67.8¢
NC	7.4¢	21.5¢	35.7¢	23.1¢	N/A	87.7¢
ND	7.0¢	14.0¢	39.0¢	28.0¢	10.9¢	89.9¢
OH	7.0¢	14.1¢	38.9¢	29.0¢	10.9¢	89.9¢
OK	7.0¢	14.1¢	28.9¢	29.0¢	10.0¢	89.0¢
OR	8.5¢	18.9¢	38.9¢	29.0¢	N/A	95.3¢
PA	6.47¢	17.29¢	17.10¢	12.0¢	16.20¢	68.06¢
RI	8.0¢	21.0¢	40.0¢	29.0¢	3.9¢	99.9¢
SC	12.0¢	23.8¢	33.5¢	29.0¢	N/A	98.3¢
SD	7.0¢	14.1¢	38.9¢	29.0¢	10.9¢	89.9¢
TN	7.0¢	25.0¢	38.9¢	29.0¢	N/A	89.9¢
TX	5.7¢	17.0¢	20.0¢	29.0¢	N/A	71.7¢
UT	6.5¢	14.8¢	38.9¢	29.0¢	10.0¢	89.9¢
VT	3.7¢	12.1¢	38.9¢	29.0¢	N/A	83.7¢
VA	8.0¢	15.0¢	29.0¢	29.0¢	10.9¢	89.9¢
WA	7.0¢	14.0¢	38.0¢	29.0¢	10.0¢	90.0¢
WV	7.0¢	24.9¢	39.0¢	29.0¢	N/A	99.9¢
WI	5.0¢	18.0¢	38.0¢	29.0¢	11.9¢	89.9¢
WY	7.0¢	21.7¢	38.9¢	29.0¢	3.3¢	89.9¢

Monthly costs are based on your state of residence at the time of enrollment.

SUMMARY OF INSURANCE COVERAGES

Your decision on whether to purchase credit insurance will not affect the credit terms in any way. Property insurance may be obtained from the person of your choice.

PROPERTY BENEFITS: If merchandise purchased on your account is damaged or destroyed by fire, flood, burglary by forcible entry or by any of the other perils mentioned in your certificate, and you owe money on that merchandise on your account, Chargecard Plus will pay the cost of repairing or replacing the merchandise, up to the lesser of \$10,000 or the highest balance on your account (in TX, the original sales price of the property). Please read your certificate for details. Other conditions may apply. A minimum amount financed is required in the following states before the property coverage and charges are applicable: CO-\$630; ID-\$500; IN-\$900; WI-\$800; and WY-\$300. Property coverage is not available in MN.

For Texas Residents Only: This coverage might duplicate existing coverage if you have a residential property insurance policy. It applies to any item of covered property on which you owe a debt. This coverage is primary, so it is the first source to be used in the event of a loss on property it covers. You may cancel this coverage at any time by calling the insurer at the toll-free telephone number provided to you, or by writing to the insurer. This coverage costs 29¢ per \$100 of outstanding balance on your account per month. The premium charged for this coverage is based on your entire outstanding balance, but the coverage only applies to tangible personal property purchased on an open-end credit account. Services, meals or other consumables, entertainment, finance or service fees, loan interest, delivery charges, or other insurance premiums, which may be part of your outstanding balance, are not covered.

DISABILITY/INVOLUNTARY UNEMPLOYMENT BENEFITS: If you become disabled through an accident or illness, and are under a doctor's care and cannot work or become involuntarily unemployed, Chargecard Plus will make your scheduled minimum monthly payments on your account while you remain disabled or involuntarily unemployed. Involuntary unemployment and disability benefits begin after 30 consecutive days of involuntary unemployment or disability and are retroactive to the first day of loss. Benefits are based on the outstanding balance as of the date of loss and will continue until your balance on that date has been paid or you return to work, or payments reach \$10,000 which is the Maximum Amount of Insurance, whichever occurs first. Unemployment benefits are limited to 18 months in MN; 12 months in PA. These benefits are only available to the primary applicant. Benefits are not payable on purchases made during the claim period. Retirement is not covered. Strikes and labor disputes are not covered in AL, IL & NY. You are eligible for these coverages only if you are employed full-time (in PA, employed 35 hours or more per week, at least nine months of the year; self-employed excluded for involuntary unemployment coverage in CT, MA & TX; for both involuntary unemployment and disability coverages in FL) in a non-seasonal occupation (seasonal restriction does not apply for disability in AZ, CA, CT, GA, MA, MD, OR, RI, TX & VA; for involuntary unemployment in NC; and for both coverages in CO, ME, MI, MT, NJ, NM, NY, PA & WI), and are working for wages or profit 30 hours a week or more on the date you make a purchase on your account. If you are not, that particular purchase will not be insured until you return to work. In CA, FL, NC, NY, PA & VA, disability benefits are not payable for pre-existing conditions that occurred within 6 months prior to the effective date. Additional exclusions apply. Please read your certificate carefully.

LEAVE OF ABSENCE: Chargecard Plus will make your scheduled minimum monthly payment (based on your outstanding balance as of the date of loss) for up to six consecutive months if you, the primary cardholder, take a temporary, unpaid leave of absence from work to attend to the needs of a family member or require time off for childbirth/adoption, are recalled to military service, or live in a federally declared disaster area. Any covered leave of absence must be approved by your employer. Benefits begin after 30 consecutive days of leave of absence (and in VA, the monthly payment due on your account is at least 30 days delinquent). Benefits are retroactive to the first date of loss. Only you, the primary cardholder, are eligible for this coverage if employed full-time (not self-employed) in a non-seasonal occupation. Coverage does not apply for pre-existing illness, retirement, voluntary forfeiture of employment, strikes, or leave of absence during the first 90 days of the coverage (not applicable in KS and NJ). Coverage for a leave due to childbirth/adoption is not available in NJ. Coverage is not available in AK, DC, ID, IN, KY, LA, MN, MS, NE, NM, NY, NC, OR, SC, TN, TX, VT and WV. Additional exclusions apply; please read your certificate carefully.

LIFE BENEFITS: If you or your co-applicant (or, if no co-applicant, your spouse; only spouse or business partner in GA, NM & TX) dies prior to age 65 (age 66 in CT, IA, ID, MA, ME, MN, NM, NY, OR & TX; prior to age 70 in AZ, CO, OK & VA; next billing date; after age 70 in NV, WA) and age 71 in FL and GA; and no termination age applicable if initially eligible in CO, MI, MO, NC, NH, SC & SD). Chargecard Plus will pay the outstanding balance on your account as of the date of death, up to \$10,000. Suicide is excluded except in CT, MA, MD, ME & MO. Life coverage converts to accidental death coverage in AK, DE, HI, IL, IN, KY, LA, MD, MS, ND, NE, OH, UT & VT at age 65 (age 66 in IA; age 70 in AZ, NV & OK). Only the primary applicant is covered in CT, MA & ME. See your certificate for details.

TERMS OF INSURANCE: This coverage becomes effective on the date you elect the insurance provided you are eligible. It stops if: (1) you are more than 90 days late in making the required account payment; (2) you ask for it to stop, in writing; (3) your insurance is terminated according to its terms; and (4) (property coverage only) 36 months has elapsed after the merchandise is purchased on your account (except in NY and TX). Maximum enrollment age is 84 in all states except as follows: age 85 in CT, IA, ID, MA, ME, MN, NY, OR & TX; age 69 in AZ, CO, NC, NH, OK, SC & VA; age 70 in FL, GA, MI and MO; and age 71 in NM. All coverages end at age 65 in AR, CA, DC, KS, MT, NJ, PA, RI, TN, WA, WI, WV & WY; age 66 in CT, ID, MA, ME, MN, NY, OR & TX; age 70 in VA; age 71 in FL, and GA; and age 72 in NM.

COST OF COVERAGE: The monthly premium for Chargecard Plus is shown in the accompanying Monthly Cost Chart. The monthly premium will be charged to your credit card account. We can change the rate later on, but if we do, we will let you know in advance. The new rate will only apply to insurance charges after the rate change.

COVERAGE NOT AVAILABLE TO RESIDENTS OF ALABAMA

Coverage is underwritten by American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596 and by Bankers American Life Assurance Company, One Blue Hill Plaza, P.O. Box 1565, Suite 1436, Pearl River, NY 10965 (NY Life and Disability coverage only). In TX, property coverage is provided by Financial Insurance Exchange at a rate not fixed or approved by Texas Department of Insurance. TX certificate numbers for life and disability - AC3181CB-0592 (3.53 R.A.), for involuntary unemployment - AD8139CQ-0791 and 82754EO-1089 and for property - AH8768CI-1198.

You will receive your certificate of insurance within 30 days. If you cancel within 30 days of receiving your certificate, we will refund your premium. You are free to cancel at any time.

FOR APPLICANTS WISHING TO OBTAIN SEPARATE COVERAGES: Credit life, disability, involuntary unemployment, leave of absence, and property insurance coverages are available separately except as follows: life, disability and involuntary unemployment coverages are only available together in MO. Disability and involuntary unemployment coverages are only available together in AK, DC, DE, HI, IA, KY, LA, MD, ND, NE, OH, SD, UT & VT. Life and disability coverages are only available together in CA, CT, MA, ME, PA, TX & WA. Unemployment and property coverages are only available together in PA.

DISABILITY CLAIM PROCEDURE

If you have purchased credit disability insurance through us and you become disabled, call us right away at the number listed on your billing statement. We will tell you where to get claim forms. Send in the completed form to the address indicated on the form as soon as possible.

If your disability insurance covers all your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months, you will have 35 days from the date that the rejection is sent to pay past due payments plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

LOWE'S

C872 (4/99) 2299-T&C-BT (6046)

STATE OF GEORGIA

:

SS


COUNTY OF ~~CHEROKEE~~
COBB

:

AFFIDAVIT

, being duly sworn according to law,

deposes and says that he/she is _____ for GE
Money Bank, and that he/she is duly authorized to take this
Affidavit on behalf of GE Money Bank, and that the facts contained
in the attached pleading are true and correct to the best of
his/her information, knowledge and belief.

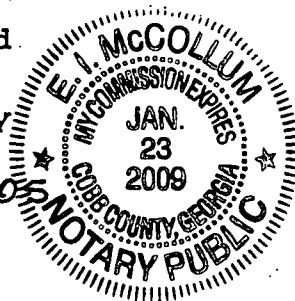


Sworn to and subscribed

before me this 30th day

of August, 2005

J. I. McCollum
Notary Public



ORIGINAL

HAYT, HAYT & LANDAU

BY: ARTHUR LASHIN, ESQUIRE

IDENTIFICATION NO. 23425

ATTORNEY FOR PLAINTIFF

SIXTH FLOOR

400 MARKET STREET

PHILADELPHIA, PA 19106-2509

(215) 928-1400

GE MONEY BANK FORMERLY KNOWN AS
MONOGRAM CREDIT CARD BANK OF GEORGIA

vs.

FRED L. AUGHENBAUGH

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION

TERM,

No. 05-1647-CD

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONTARY:

Kindly discontinue the above captioned matter without prejudice.

HAYT, HAYT & LANDAU

By: 

Attorney for Plaintiff

FILED

DEC 22 2005

William A. Shaw
Prothonotary/Clerk of Courts

2 Cert. of Disc.

to Atty

Copy to CIA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GE Money Bank
Monogram Credit Card Bank of Georgia

Vs.
Fred L. Aughenbaugh

No. 2005-01647-CD

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 December 22, 2005, marked:

Discontinued without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Arthur Lashin, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of December A.D. 2005.

William A. Shaw, Prothonotary

 **COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100937
NO: 05-1647-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: GE MONEY BANK F/K/A MONOGRAM CREDIT CARD BANK OF GEORGIA
vs.
DEFENDANT: FRED L. AUGHENBAUGH

SHERIFF RETURN

NOW, November 08, 2005 AT 10:15 AM SERVED THE WITHIN COMPLAINT ON FRED L. AUGHENBAUGH DEFENDANT AT 214 KATE ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PATTY AUGHENBAUGH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
08:45 AM
FEB 14 2006

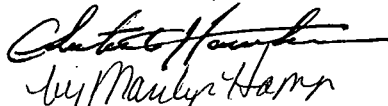
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HAYT	23385	10.00
SHERIFF HAWKINS	HAYT	23385	57.17

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff