

06-954-CD

Onyx Investment vs Andrew Batcho et

2006-954-CD

Onyx Invest et al vs Andrew Batcho et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,

CIVIL DIVISION

No. 56-954-CD

Plaintiff,

COMPLAINT

vs.

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,

Defendant.

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
DEBORAH R. ERBSTEIN, ESQUIRE  
PA ID #86470  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8114

BERNSTEIN FILE NO. C0062652

**FILED**  
M/10:52AM JUN 15 2006 LM  
pa \$85.00 Atty  
No CC + 1 CC to  
Shff.

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ONYX INVESTMENT, L.L.C. and  
EAGLE CREDIT RESOURCES, L.L.C.,  
Assignee of ADVANTA BANK  
CORPORATION,

Plaintiff,

vs.

Civil Action No.

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,

Defendant.

**NOTICE AND COMPLAINT**

**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 upon you, 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. 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.

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

COMPLAINT

1. Plaintiff, Onyx Investment, L.L.C., is a limited liability company having offices in Oklahoma City, Oklahoma.

2. Plaintiff, Eagle Credit Resources, L.L.C., is a limited liability company whose address is 8321 East 61<sup>st</sup> Street, Suite 108, Tulsa, Oklahoma, and, as the assignee of the rights of Advanta Bank Corporation, stands in its assignor's stead, and both are hereinafter referred to interchangeably as "Plaintiff". A true and correct copy of the Bill of Sale between Eagle Credit Resources, L.L.C. and Advanta Bank Corporation, is attached hereto, marked as Exhibit "1" and made a part hereof.

3. Plaintiffs, Onyx Investment, L.L.C. and Eagle Credit Resources, L.L.C., entered into an Investment Agreement, and are both hereinafter referred to interchangeably as "Plaintiff". A true and correct copy of the agreement is attached hereto, marked Exhibit "2", and made a part hereof.

4. Defendant is an individual engaged in business at 45 Rocky Bend Road, Clearfield, Clearfield County, Pennsylvania 16830.

5. As Pleasant Hills Apartments is an unregistered fictitious name, Plaintiff brings this action pursuant to P.A.R.C.P. 2128(d).

6. On or about November 27, 1999, Defendant applied for and received an Advanta Bank Business Mastercard credit card issued by Plaintiff, bearing the account number 5477 5314 1860 0018. A true and correct copy of the application is attached hereto, marked Exhibit "3", and made a part hereof.

7. By accepting and using the aforesaid MasterCard, Defendant agreed to all of the terms and conditions set forth in the Cardholder Agreement that was provided to Defendant with the issuance of said credit card. A true and correct copy of the Terms and Conditions of the cardholder agreement is attached hereto, marked as Exhibit "4", and made a part hereof.

8. Defendant made use of said credit card and, as of December 30, 2004, had a balance due and owing to Plaintiff in the amount of \$18,737.45. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "5", and made a part hereof.

9. Defendant is in default of the terms of the cardholder Agreement, having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

10. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to a Late Payment fee of \$39.00.

11. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to the addition of interest at the rate of 29.99% per annum and late charges on the unpaid balance.

12. Plaintiff avers that interest at the aforesaid rate from December 30, 2004 to May 11, 2006 amounts to \$7,655.87.

13. Despite Plaintiff's repeated requests for payment, Defendant has failed to and/or refused to pay the aforesaid balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff requests Judgment in its favor and against Defendant in the amount of \$26,393.32, plus ongoing interest at the rate of 29.99% from May 12, 2006 and costs.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By:   
Christopher M. Boback, Esquire  
Attorney for Plaintiff  
PA I.D. #91730  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

BILL OF SALE AND ASSIGNMENT  
Advanta No Agency Pool

The undersigned Seller (the "Assignor") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Eagle Credit Resources, LLC, organized under the laws of Oklahoma (the "Assignee") without recourse and without representations or warranties of any type, kind, character or nature, express or implied, except as provided in the Asset Purchase and Sale Agreement dated December 28, 2004, by and between Assignor and Assignee, all of Assignor's right, title and interest in and to each of the assets identified in the Advanta No Agency Pool Closing Sale Tape (the "Assets"), together with the right to collect all principal, interest, other amounts due or other proceeds of any kind with respect to the Assets remaining due and owing as of the Cut-Off Date (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Assets into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the Cut-Off Date.

DATED: December 28, 2004

ASSIGNOR: ADVANTA BANK CORP.

By: Michael Coco  
Name: Michael Coco  
Title: Vice President and Treasurer

EXHIBIT "1"

ADVANTA - TD - Page

Eagle Credit Resources, L.L.C.

December 24, 2004

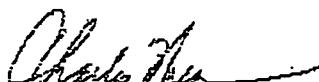
Investment Agreement

Investor: Onyx Financial Group, LLC

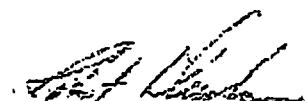
Portfolio: ECR 191 &amp; 192 - Advanta Portfolios

Eagle Credit Resources, L.L.C. in partnership with Onyx Financial Group, L.L.C., will begin joint collection efforts on accounts in the above referenced portfolio. As a co-investor in this portfolio Onyx will be entitled to a pro-rata portion ~~50%~~ of the monthly cash collections from the package. There will be no servicing fees with regard to this portfolio since each entity will conduct collections within their respective companies and be responsible for any costs incurred in the collection of these accounts. Each party will also have full authority in the collection and liquidation of these assets.

All collection efforts will be conducted under FDCPA (Fair Debt Collections and Practice Act) and in a professional and business like manner. Each party will hold the other entity harmless from any damages resulting from actions taken by their employees in the collection of these accounts.



Charles Welsh  
Eagle Credit Resources, LLC



Robert Denbow  
Onyx Financial Group, LLC



MasterCard Executive BusinessCard® R.S.V.P.

Business now for up to \$750,000 in business credit.

Yes, I want a low rate, No Annual Fee Executive BusinessCard® that will give me up to \$100,000 in working capital for my business. I have read and agree to the Terms and Conditions found on the reverse side.

*X* Andrew G. Patch 116719  
 Andrew G. Patch  
 Home Name  
 Home Address: Andrew G. Patch  
 Pleasant Hill Apt.  
 99 Grant St.  
 Syltville, PA 15865-1310

NOV 29 1999

Please note: Your signature on above information is necessary. Your company letter will appear on your card with connection to individual client.

Business Type:  Partnership  Partnership  Corporation 5954-92926775  
 Date of Birth (MM/YY): 6/12/62 Social Security #: 132-43-8311  
 Business Address: 99 Grant St.  
 City: Syltville State: PA Zip: 15865  
 Home Address: 99 Grant St. City: Syltville Zip: 15865  
 City: Syltville Zip: 15865  
 Home Phone: 814 745-6142 Business Phone: 814 745-8522  
 Mother's Maiden Name: Edith Patch Month Selected: 09, Year: 01  
 E-mail: 814-745-6142@erols.com Type in Current Position: 3 Worker  
 Please transfer the amount(s) shown to my Advertisers MasterCard BusinessCard Account.  
 All funds will be used for business or business purpose (Bus, MasterCard, Official Business Cards)

\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_

CREDIT PROTECTION OFFER: Credit Sure protection for your outstanding balance.  
 Issue: Yes  or No  Statement of account coverage details and

EXHIBIT "3"

Close

## ADVANTA PLATINUM BUSINESS CARD TERMS AND CONDITIONS

SUMMARY OF IMPORTANT ADVANTA BUSINESS CARD TERMS AND CONDITIONS	
<b>Annual Percentage Rate (APR) for Purchases and Balance Transfers</b>	7.99%; however, for Balance Transfers only, introductory 0% for the first fifteen billing cycles from the date your account is opened.*
<b>Other APRs</b>	Cash Advances: 7.99% or 19.99%. <sup>+</sup>  Default: The higher of the account APR plus 3%, or Prime plus a Default Margin of 21.24%. <sup>+</sup>
<b>Grace Period for New Purchases</b>	At least 20 days from statement closing date, if new balance is paid in full in the manner and by the time of day on its due date as shown on statement.
<b>Annual Fee</b>	None.
<b>Minimum Finance Charge</b>	If any finance charge is applicable: \$1.
<b>Transaction Fees for Cash Advances and Balance Transfers</b>	Cash Advances other than Convenience Checks: 3% (minimum \$5); Convenience Check Cash Advances: 3% (minimum \$5; maximum \$50).  Balance Transfers: 3% (minimum \$5; maximum \$50 with this introductory offer).
<b>Other Fees</b>	Late Payment Fee: \$15 to \$39 based on balance. <sup>+</sup> Overlimit Fee: \$15 to \$39 based on balance. <sup>+</sup> Returned Payment Fee: \$29. Dishonored Convenience Check Fee: \$29. Convenience Check Stop Payment Fee: \$29. Balance Transfer Cancellation Fee: \$29. Bank Wire Payment Fee: \$15. Foreign Transaction Fee: 3%.

\* Advanta account rates can be fixed rates, or they can be variable rates consisting of a Variable Rate Index plus margins. Your account rate for Purchases and Balance Transfers will be a fixed 7.99%. Your account rate for cash transactions will be either a fixed 7.99% or a fixed 19.99%, based on our assessment of your credit history and creditworthiness. Your Default rate can be either a fixed or a variable rate (see chart). Your Variable Rate Index for any billing cycle will be chosen by us from among the Prime Rates published in *The Wall Street Journal's "Money Rates"* section during the three (3) months prior to the month which contains that cycle's Billing Cycle Closing Date, but will not be less than 6.75%. Any rate applicable to any component of your account, including any Default rate, will be applied throughout the entire billing cycle which contains the effective date of that rate, and will apply to previous balances as well as new transactions and charges.

<sup>+</sup> Events of default are set out in the Advanta Business Card Agreement and include, among other things, not making payment so that it is received by its due date, paying less than the required amount, and being in default on any other account. Default rates, when imposed, replace other rates including introductory and promotional rates and apply to previous balances as well as to new transactions and charges.

• Late Payment Fee varies based on the new balance: \$15 on balances under \$101; \$29 on balances between \$101 and \$1,001; and \$39 on balances over \$1,001.

• Overlimit Fee varies based on the new balance: \$15 on balances under \$501; \$29 on balances between \$501 and \$1,001; and \$39 on balances over \$1,001.

**Advanta Business Cards** are issued by Advanta Bank Corp., Member FDIC, pursuant to an **Advanta Business Card Agreement**. The **Platinum BusinessCard** is a **MasterCard Executive BusinessCard**. While the rates, indexes, margins, fees, and other account terms described here are typical of those recently offered and in effect on **Advanta Business Cards** and are expected to apply to your account, your account terms will be in every instance determined by us and reflected in your **Card Agreement**. Your **Card Agreement** also contains an arbitration provision, which replaces the right to have claims heard in court by a jury and also precludes participation in class actions. All of your account terms are subject to change. This means that your account rates, including any introductory or promotional rates offered, are not guaranteed; all account rates may be increased, fixed rates may change to variable rates, and variable rates may change to fixed rates. We may change your account terms (including rates) at any time for any reason. We may also change your account terms (including rates) if any Event of Default under your **Card Agreement** occurs. Events of Default include (among other things) failing to make any minimum payment due so that it is received by its due date, or exceeding your account credit limit, or making a payment to us that is not honored by your bank, or failing to make a required payment when due or otherwise being in default on any other account you have with us or any other creditor, or failing to keep your credit rating in good standing, or our concluding that you present a risk of future non-payment or the basis on which we determined your creditworthiness and eligibility for your account terms has changed. In determining any changes to your account terms (including rates), we may consider the length of time your account has been open; the extent, seriousness and timing of any Events of Default; and other factors relating to your account use and performance. All changes to your account terms (including rates) will be made in accordance with your **Card Agreement**, which you should read carefully and retain. We allocate your payments and credits to pay account balances bearing lower interest rates (such as introductory and promotional rate balances) before balances bearing higher interest rates.

**Your Request for Credit:** The person (the "Signing Individual") whose name appears on an **Advanta Bank Corp.** ("ABC") credit application or invitation response (the "Application"), by submitting the Application, (1) represents that he/she is at least 18 years of age, a U.S. citizen or permanent legal U.S. resident, and either a proprietor or an authorized representative, partner, officer, or agent of the business identified in the Application (the "Business"); (2) agrees for him/herself individually and on behalf of the Business to be bound by the terms and conditions of the **Advanta Business Card Agreement** (the "Card Agreement") which, if and when issued, will be mailed with one or more requested credit cards (each, a "Card"); and (3) requests that ABC establish an **Advanta Business Card** account and issue Cards on the account to the Signing Individual and to each additional person (if any) for whom a Card is requested. The Signing Individual further acknowledges and agrees that: (i) all information provided in the Application or otherwise in connection with the request for credit is complete and correct; (ii) by using any Card or the account, the

Signing Individual and the Business each agree to be bound by the terms of the Card Agreement; (iii) ABC may from time to time verify any information provided in the Application or otherwise in connection with the request for credit, may investigate credit and order reports on the Signing Individual, the Business, and all persons for whom Cards are requested from credit reporting agencies and other appropriate sources, and may use this information, in addition to any business information which may be requested, to evaluate and approve the Application and determine the credit limit and any other terms for the account; (iv) ABC may answer inquiries from, and report to, credit reporting agencies and others relating to its receipt of and decision on the Application and its experience on the account; (v) ABC may exchange credit and other information from the Application and on the account, the Signing Individual, the Business and any other persons for whom Cards are requested or issued with its affiliates and/or third parties (including any co-brand vendor, service provider, affinity group or other person or entity who identified the Signing Individual, the Business, or any other such person to ABC as a customer, prospect, or member or in which membership is an ABC program benefit or who contacted you on ABC's behalf) unless it receives a written request at P.O. Box 30715, Salt Lake City, Utah 84130-0715 that it not do so; (vi) the Cards and the account will be used solely for business purposes (including commercial, industrial and professional purposes) and not for personal, family, or household purposes; (vii) the Signing Individual and the Business are jointly and severally liable for all transactions on the account (which means that the Signing Individual is personally liable for all amounts due ABC on the account); (viii) any person to whom a Card is issued is also personally liable for all transactions made with that Card; and (ix) to the extent not restricted or prohibited by applicable law, and whether or not ABC approves the Application, ABC may refer Application information to others for the purpose of offering credit and/or other products and services to applicants.

Any sample card or card art shown or included in any ABC credit solicitation is intended solely to illustrate how the recipient's customized Advanta Business Card could appear if and when issued, and is not an illustration of an actual credit card or an attempt by anyone to trade on the recipient's business name. If ABC offers you the opportunity to design your Card with a business name, design and/or logo, you represent and warrant to ABC that you are the lawful owner or licensee or user of that business name, design and/or logo and that you will indemnify ABC and its affiliates for any claim arising out of the use of that name, design and/or logo. You should consult your tax advisor as to the proper tax treatment and deductibility of any business expenses including the cost of credit. All rates and comparisons are valid as of 10/14/05 but not necessarily thereafter.

ABC may withdraw or change the terms of this offer if it does not receive your completed application by the expiration date, or if it cannot confirm your identity or verify any of the information provided to it in the application or otherwise, or if it determines that you do not meet the criteria established for this offer, or if you already have a business account with ABC or any of its affiliates or have applied for or been considered for such an account within the previous 90 days, or if any person submitting the application or for whom a Card is requested is under the age of 18 or is not a U.S. citizen or a permanent legal U.S. resident.

**Balance Transfers:** ABC will transfer full or partial balances on other business accounts, in amounts up to \$250 less than the amount of your total available ABC credit line, to your ABC account, after it is approved, by processing your requests in the order indicated. (These transfer payments by ABC are the only "balance

transfers" to which ABC's balance transfer account APRs apply). You should continue making payments on those other accounts until ABC's transfer payments appear as credits on your other account statements. ABC cannot transfer balances from non-business accounts, and cannot close any accounts from which you have requested Balance Transfers, even if a requested transfer reduces an account balance to zero. (To close such an account, you must contact the lender who maintains that other account.) See "Summary of Important Advanta Business Card Terms and Conditions" for applicable fees.

Advanta Bank Corp. complies with the USA Patriot Act, which requires that we verify and record the identification information about you requested in the application.

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### CASH BACK REWARDS PROGRAM RULES

1. Cash Back rewards earned for the current month are shown on account billing statements.
2. Cash Back rewards are earned on Net Purchases only, which means purchases of goods and services made for business purposes with the Advanta BusinessCard while the account is in good standing by the Signing Individual or any authorized user of the account, net of any returns and credits. Net Purchases does not include, and rewards are not earned on, cash advances, balance transfers, convenience checks, fees, finance charges, adjustments, or any other transactions or charges.
3. Cash Back rewards are paid by check (to the order of the Signing Individual) and are generated and mailed following any billing cycle in which unpaid earned rewards reach \$50. Rewards are not available in the form of reductions in the amount of any account payments due.
4. Cash Back rewards of 5% are earned on all qualifying purchases of "gasoline and diesel fuel", "computers, computer supplies, electronics and office supplies" and "utilities and telecommunications" items.

Qualifying purchases are Net Purchases that 1) are made at retail establishments which for "gasoline and diesel fuel" are classified as gas stations that process the transactions as fuel purchases; for "computers, computer supplies, electronics and office supplies" are classified as computer, computer peripheral equipment and software distributors, electronics stores, computer software stores, or office supply stores; for "utilities and telecommunications" are classified as utility or computer network service providers; and 2) are communicated by merchants to Advanta using appropriate merchant category and transaction codes. Important Note: Mail, telephone, catalog, and some Internet purchases, and purchases made indirectly through intermediaries, may not qualify; merchants may classify these transactions differently.

Cash Back rewards of 1% are earned on all other Net Purchases.

Feb. 3. 2006 2:00PM

No. 1969 P. 28/45



Please check here if address, phone or  
e-mail changes are indicated on reverse side

PLEASANT HILL APARTS  
ANDREW G BATCHO  
45 ROCKY BEND RD  
CLEARFIELD PA 16830-1002

1792

## PAYMENT INFORMATION

Account Number: 5477 5314 1860 0018  
Payment Due Date: NOW DUE  
New Balance: 18,737.45  
Minimum Payment Due: 8,557.45

PLEASE WRITE IN  
PAYMENT ENCLOSED:

## MAKE PAYMENT TO:

ADVANTA BANK CORP  
PO BOX 8088  
PHILADELPHIA, PA 19101-8088

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

5477531418600018 1873745 0855745



## ADVANTA EXECUTIVE BUSINESS CARD STATEMENT

EXECUTIVE  
BUSINESS CARD

## ACCOUNT SUMMARY

Account Number	5477 5314 1860 0018
Total Credit Limit	14,500.00
Total Credit Available	0.00
Cash Advance Credit Limit	14,500.00
Cash Advance Credit Available	0.00
Billing Cycle Closing Date	10/14/04
Days In Billing Cycle	29
Payment Due Date	NOW DUE
Minimum Payment Due	8,557.45

## BALANCE SUMMARY

Previous Balance	18,131.15
(+) Purchases & Cash Advances	0.00
(+) Miscellaneous Fees	78.00
(+) Finance Charge	528.30
(-) Payments	0.00
(-) Credits	0.00
(=) New Balance	18,737.45

## TRANSACTIONS

Trans Date	Post Date	Reference Number	Activity Since Last Statement	Amount
10/14	10/14		OVERLIMIT FEE	39.00
10/14	10/14	"FINANCE CHARGE"	LATE FEE PURCHASES \$289.09 CASH ADVANCE \$239.21	39.00 528.30

## IMPORTANT NEWS

YOUR ACCOUNT IS CURRENTLY CLOSED

SAVE UP TO 15% ON A CUSTOM WEBSITE.

ENHANCE THE ONLINE PRESENCE OF YOUR BUSINESS. SAVE UP TO 15%  
ON ANY OF INTERLAND'S BUILT-TO-ORDER CUSTOM WEBSITES.  
VISIT [WWW.INTERLAND.COM/ADVANTAPROMO](http://WWW.INTERLAND.COM/ADVANTAPROMO) FOR DETAILS.

## FINANCE CHARGES

	Average Daily Balance	Nominal Annual Percentage Rate	Daily Periodic Rate	Annual Percentage Rate	Finance Charges Due to Daily Periodic Rates	Transaction Fees
Purchases	10,060.40	35.68%	.09909%	35.68%	289.09	0.00
Cash Advances	8,324.53	35.68%	.09909%	35.68%	239.21	0.00

## PAYMENT SUMMARY

Payment Due	608.00
+ Amount Over Credit Limit	4,257.45
+ Past Due Amount	3,712.00
= Minimum Payment Due	8,557.45

EXHIBIT

"5"

## FOR CUSTOMER SERVICE, PLEASE CONTACT US:



Online:  
[www.advanta.com](http://www.advanta.com)



By Mail: Advanta Bank Corp. P.O. Box 30715,  
Salt Lake City, UT 84130-0715



By Phone:  
1-800-703-7255







Feb. 3. 2006 1:59PM

No. 1969 P. 24/4E



Please check here if address, phone or  
e-mail changes are indicated on reverse side

PLEASANT HILL APTS  
ANDREW G BATCHO  
45 ROCKY BEND RD  
CLEARFIELD PA 16830-1002

2555

PLEASE WRITE IN  
PAYMENT ENCLOSED:

MAKE PAYMENT TO:

ADVANTA BANK CORP  
PO BOX 8088  
PHILADELPHIA, PA 19101-8088

5477531418600018 1632967 0373467



## ADVANTA EXECUTIVE BUSINESS CARD STATEMENT

EXECUTIVE  
BUSINESS CARD

## ACCOUNT SUMMARY

Account Number	5477 5314 1860 0018
Total Credit Limit	14,500.00
Total Credit Available	0.00
Cash Advance Credit Limit	14,500.00
Cash Advance Credit Available	0.00
Billing Cycle Closing Date	06/14/04
Days in Billing Cycle	31
Payment Due Date	NOW DUE
Minimum Payment Due	3,734.67

## BALANCE SUMMARY

Previous Balance	15,769.61
(+) Purchases & Cash Advances	0.00
(+) Miscellaneous Fees	78.00
(+) Finance Charge	482.06
(-) Payments	0.00
(-) Credits	0.00
(=) New Balance	16,329.67

## TRANSACTIONS

Trans Date	Post Date	Reference Number	Activity Since Last Statement	Amount
06/14	06/14		OVERLIMIT FEE	39.00
06/14	06/14	*FINANCE CHARGE*	LATE FEE PURCHASES \$259.78 CASH ADVANCE \$222.28	39.00 482.06

## IMPORTANT NEWS

YOUR ACCOUNT IS CURRENTLY CLOSED

YOUR ACCOUNT IS PRESENTLY THREE MONTHS PAST  
DUE! YOUR CHARGE PRIVILEGES ARE SUSPENDED.  
MAIL THE DELINQUENT AMOUNT IMMEDIATELY

## FINANCE CHARGES

	Average Daily Balance	Nominal Annual Percentage Rate	Daily Periodic Rate	Annual Percentage Rate	Due to Daily Periodic Rates	Finance Charges Transaction Fees
Purchases	8,623.20	34.99%	.09718%	34.99%	259.78	0.00
Cash Advances	7,378.44	34.99%	.09718%	34.99%	222.28	0.00

## PAYMENT SUMMARY

Payment Due	562.00
+ Amount Over Credit Limit	1,829.67
+ Past Due Amount	1,343.00
= Minimum Payment Due	3,734.67

FOR CUSTOMER SERVICE, PLEASE CONTACT US:



Online:  
www.advanta.com



By Mail: Advanta Bank Corp. P.O. Box 30715,  
Salt Lake City, UT 84130-0715



By Phone:  
1-800-705-7255

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION





Feb. 3. 2006 1:58PM

No.1969 P. 21/45



Please check here if address, phone or  
e-mail changes are indicated on reverse side

PLEASANT HILL APTS  
ANDREW G BATCHO  
45 ROCKY BEND RD  
CLEARFIELD PA 16830-1002

2206

PLEASE WRITE IN  
PAYMENT ENCLOSED:

MAKE PAYMENT TO:

ADVANTA BANK CORP  
PO BOX 8088  
PHILADELPHIA, PA 19101-8088

5477531418600018 1479787 0071787



## ADVANTA EXECUTIVE BUSINESS CARD STATEMENT

EXECUTIVE  
BUSINESS CARD

Detach Top Panel and Enclose with Payment

## ACCOUNT SUMMARY

Account Number	5477 5314 1860 0018
Total Credit Limit	14,500.00
Total Credit Available	- 349.00
Cash Advance Credit Limit	14,500.00
Cash Advance Credit Available	0.00
Billing Cycle Closing Date	03/15/04
Days In Billing Cycle	31
Payment Due Date	04/09/04
Minimum Payment Due	717.87

## BALANCE SUMMARY

Previous Balance	14,464.11
(+) Purchases & Cash Advances	621.55
(+) Miscellaneous Fees	39.00
(+) Finance Charge	379.21
(-) Payments	706.00
(-) Credits	0.00
(-) New Balance	14,797.87

## TRANSACTIONS

Trans Date	Post Date	Reference Number	Activity Since Last Statement	Amount
02/15	02/15	6054807D29GTA85MX	LOWE'S #1010 DUBOIS PA	83.72
02/16	02/16	8042838E0EJMG1TW7	GOLEADS.COM TEL4025972121 NE	9.95
02/18	02/18	8842103E1WGSYLERG	VETSERV CARY NC	20.00
02/18	02/18	8842103E1WOSYLIJ20	VETSERV CARY NC	106.24
02/27	02/27	6842979E83FS07NQW	SPRAGUES TV & APPLIANCE DUBOIS PA	42.40
02/28	02/28	6054807EQ9GSKRY3E	LOWE'S #1010 DUBOIS PA	90.93
03/01	03/01	8547753EE00Y9EGZ1	ELECTRONIC PYMT THANK YOUSALT LAKE CITY UT	- 706.00
03/02	03/02	6054807ER9GSYH6F4	LOWE'S #1010 DUBOIS PA	121.44
03/07	03/07	6054807EL9GVH48KD	LOWE'S #1010 DUBOIS PA	146.87
03/15	03/15	*FINANCE CHARGE*	OVERLIMIT FEE	39.00
			PURCHASES \$200.65 CASH ADVANCE \$178.56	379.21

## IMPORTANT NEWS

TOTAL \*FINANCE CHARGE\* BILLED IN 2003 \$3440.45  
TOTAL \*FINANCE CHARGE\* PAID IN 2003 \$3078.22

## FINANCE CHARGES

	Average Daily Balance	Nominal Annual Percentage Rate	Daily Periodic Rate	Annual Percentage Rate	Due to Daily Transaction Periodic Rate	Finance Charges Fees
Purchases	7,766.77	30.01%	.08334%	30.01%	200.65	0.00
Cash Advances	6,911.48	30.01%	.08334%	30.01%	178.56	0.00

## PAYMENT SUMMARY

Payment Due	420.00
+ Amount Over Credit Limit	297.87
+ Past Due Amount	0.00
= Minimum Payment Due	717.87

FOR CUSTOMER SERVICE, PLEASE CONTACT US:



Online:  
www.advanta.com



By Mail: Advanta Bank Corp. P.O. Box 30715,  
Salt Lake City, UT 84130-0715



By Phone:  
1-800-705-7255

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION





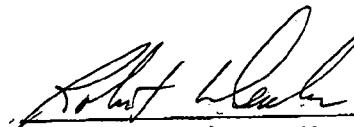






**VERIFICATION**

The undersigned does hereby verify under penalty of perjury, that he/she is the  
Manager of Onyx Investment, L.L.C. on behalf of Eagle  
Credit Resources, L.L.C. Plaintiff herein, that he/she is  
duly authorized to make this Verification, and that the facts set forth in the foregoing COMPLAINT are true  
and correct to the best of his/her knowledge, information and belief.



Robert Denbow  
Robert Denbow, Manager

(Sign in Blue Ink)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101640  
NO: 06-954-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: ONYX INVESTMENT, L.L.C. on behalf of EAGLE CREDIT RESOURCES  
vs.

DEFENDANT: ANDREW G. BATCHO, SR. aka ANDREW G. BATCHO, i/a/a/a/p/t/a/d/b/a  
PLEASANT HILLS APARTMENTS

SHERIFF RETURN

---

NOW, June 23, 2006 AT 3:08 PM SERVED THE WITHIN COMPLAINT ON ANDREW G. BATCHO, SR. aka ANDREW G. BATCHO ind & as a partner t/a/d/b/a PLEASANT HILLS APARTMENTS DEFENDANT AT 45 ROCKY BEN ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LINDA BATCHO, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED  
06/23/2006  
JUL 13 2006  
CS

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	101296	10.00
SHERIFF HAWKINS	BERNSTEIN	101296	20.00

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,

CIVIL DIVISION

No. 06-954-CD

Plaintiff,

vs.

PRAECIPE FOR DEFAULT JUDGMENT

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,

Defendant.

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
DEBORAH R. ERBSTEIN, ESQUIRE  
PA ID #86470  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8114

BERNSTEIN FILE NO. C0062652

**FILED**  
m/9/06  
pd \$20.00 Atty  
No CC, Statement  
to Atty  
AUG - 7 2006 Notice to debtors

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,

Plaintiff,

vs.

Civil Action No. 06-954-CD

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,

Defendant.

**PRAECIPE FOR DEFAULT JUDGMENT**

To the Prothonotary:

Kindly enter Judgment against the Defendant(s) above-named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$26,723.24, plus continuing interest at the rate of 0.5% per month on the declining balance computed as follows:

Amount claimed in Complaint	\$26,393.32
Interest from 5/12/06 to 7/27/06	\$ 329.92
<b>TOTAL</b>	<b>\$26,723.24</b>

I hereby certify that appropriate Notices of Default, as attached, have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

BERNSTEIN LAW FIRM, P.C.

By:   
Christopher M. Boback, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., Suite 2200 Gulf Tower, Pittsburgh, PA 15219  
Defendant: 45 Rocky Bend Road, Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,  
Plaintiff,  
vs.

Civil Action No. 06-954-CD

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,  
Defendant.

**IMPORTANT NOTICE**

TO: ANDREW G. BATCHO, SR. a/k/a  
ANDREW G. BATCHO i/a/a/p/t/a/d/b/a  
PLEASANT HILLS APARTMENTS  
45 Rocky Bend Road  
Clearfield PA 16830

Date of Notice: July 18, 2006

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. 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:

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

Bernstein Law Firm, P.C.

By: /s/Nicholas D. Krawec  
Nicholas D. Krawec  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praeclipe attached are ~~are not~~ active members of the Armed Forces of the United States or any other military or non-military service covered by the Servicemembers Civil Relief Act, as amended, December, 2003 ("SCRA"). The undersigned further states that if said party is engaged in military or non-military service, as defined within the SCRA, the undersigned is without receipt of or knowledge of an Application for Relief as required by the SCRA. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

Chadwell

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

Onyx Investment, L.L.C.  
Eagle Credit Resources, L.L.C.  
Advanta Bank Corporation  
Plaintiff(s)

No.: 2006-00954-CD

Real Debt: \$26,723.24

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Andrew G. Batcho  
Pleasant Hills Apartments  
Defendant(s)

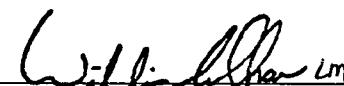
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 7, 2006

Expires: August 7, 2011

Certified from the record this August 7, 2006

  
\_\_\_\_\_  
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

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,

CIVIL DIVISION  
No. 06-954-CD

Plaintiff,

vs.

PRAECLPICE FOR WRIT OF EXECUTION

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,

Defendant,

NORTHWEST SAVINGS BANK,

Garnishee.

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
DEBORAH R. ERBSTEIN, ESQUIRE  
PA ID #86470  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8114

BERNSTEIN FILE NO. C0062652

FILED *Any pd \$0.00*  
M 10/00 P.D. ICC & Lewits  
OCT 16 2006 to Shaff

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,

Plaintiff,

vs.

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,  
Defendant,  
NORTHWEST SAVINGS BANK,  
Garnishee.

Civil Action No. 06-954-CD

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County: LEVY AND SET SALE

2. against Defendant: Andrew G. Batcho, Sr. a/k/a  
Andrew G. Batcho i/a/a/p/t/a/d/b/a  
Pleasant Hills Apartments  
45 Rocky Bend Road  
Clearfield, PA 16830

3. against Garnishee: Northwest Savings Bank  
Main & Park Streets  
Sykesville, PA 15865

4. JUDGMENT \$26,723.24

Poundage \$ 534.46

SUBTOTAL: \$27,257.70  
Costs (to be added by Prothonotary): \$ 125.00 **Prothonotary costs**  
TOTAL \$

BERNSTEIN LAW FIRM, P.C.

Date: October 9, 2006

By: Christopher M. Boback, Esquire  
Christopher M. Boback, Esquire  
Attorney for Plaintiff

2007-01-16

**FILED**

OCT 16 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

Onyx Investment, L.L.C., on behalf of  
Eagle Credit Resources, L.L.C., assignee  
of Advanta Bank Corporation

Vs.

NO.: 2006-00954-CD

Andrew G. Batcho, Sr., also known as Andrew G. Batcho,  
individually and as a partner trading and doing business as  
Pleasant Hills Apartments

Northwest Savings Bank  
Garnishee

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due ONYX INVESTMENT, L.L.C., on behalf of EAGLE CREDIT RESOURCES, L.L.C., assignee of ADVANTA BANK CORPORATION, Plaintiff(s) from ANDREW G. BATCHO, SR., also known as Andrew G. Batcho, individually and as a partner trading and doing business as PLEASANT HILLS APARTMENTS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Northwest Savings Bank  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL:...\$26,723.24  
INTEREST: \$  
ATTY'S COMM: \$  
DATE: 10/16/2006

PROTHONOTARY'S COSTS PAID:...\$125.00  
SHERIFF: \$  
OTHER COSTS: \$  
POUNDAGE: .....\$534.46



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Christopher M. Boback, Esq.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8114

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,

CIVIL DIVISION

No. 06-954-CD

Plaintiff

vs.

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,

PRAECLYPE TO SETTLE, DISCONTINUE  
AND END AS TO GARNISHEE  
NORTHWEST SAVINGS BANK ONLY

Defendant

NORTHWEST SAVINGS BANK

Garnishee

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
DEBORAH R. ERBSTEIN, ESQUIRE  
PA ID #86470  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8114

BERNSTEIN FILE NO. C0062652

FILED

JAN 03 2007  
1:45 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
No. 14-1000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,

CIVIL DIVISION

Plaintiff

vs.

Civil Action No. 06-954-CD

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,

Defendant

NORTHWEST SAVINGS BANK

Garnishee

**PRAECIPE TO SETTLE, DISCONTINUE AND END  
AS TO GARNISHEE NORTHWEST SAVINGS BANK ONLY**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Kindly settle, discontinue and end the above-captioned matter upon the records of the  
Court and mark the costs paid as to Garnishee Northwest Savings Bank only.

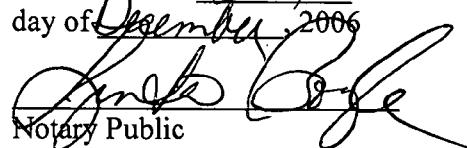
BERNSTEIN LAW FIRM, P.C.

By: \_\_\_\_\_

Christopher M. Boback, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

BERNSTEIN FILE NO: C0062652

Sworn to and subscribed  
before me this 28th  
day of December, 2006

  
Notary Public

Notary Seal

Linda Boyle, Notary Public

cjh004076  
City of Pittsburgh, Allegheny County  
My Commission Expires October 29, 2007

Member. Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,

Plaintiff

vs.

Civil Action No. 06-954-CD

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,

Defendant

NORTHWEST SAVINGS BANK

Garnishee

**CERTIFICATE OF SERVICE**

I, Christopher M. Boback, Esquire, hereby certify that a true and correct copy of the foregoing Praeclipe to Settle, Discontinue and End as to Garnishee Northwest Savings Bank Only was served on the following parties by regular U. S. Mail, postage prepaid, this 20<sup>th</sup> day of December, 2006, addressed as follows:

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS  
45 Rocky Bend Road  
Clearfield, PA 16830

NORTHWEST SAVINGS BANK  
Main and Park Streets  
Sykesville, PA 15865



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,

CIVIL DIVISION

No. 06-954-CD

Plaintiff,

vs.

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,

PRAECLYPE TO EXEMPLIFY THE  
RECORDS IN ORDER TO OBTAIN AN  
EXEMPLIFIED COPY OF JUDGMENT

Defendant.

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
DEBORAH R. ERBSTEIN, ESQUIRE  
PA ID #86470  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8114

BERNSTEIN FILE NO. C0062652

FILED Atty pd.  
M 11/30/01 15.00  
JAN 03 2001  
UN No CC

B6d  
William A. Shaw  
Prothonotary/Clerk of Courts

Certification  
of Docket Entries  
and Judgments to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ONYX INVESTMENT, L.L.C. on  
behalf of EAGLE CREDIT  
RESOURCES, L.L.C., assignee  
of ADVANTA BANK CORPORATION,

Plaintiff,

vs.

Civil Action No. 06-954-CD

ANDREW G. BATCHO, SR. also known  
as ANDREW G. BATCHO individually  
and as a partner trading and doing  
business as PLEASANT HILLS APARTMENTS,

Defendant.

**PRAECIPE TO EXEMPLIFY THE RECORDS IN ORDER TO OBTAIN AN  
EXEMPLIFIED COPY OF JUDGMENT**

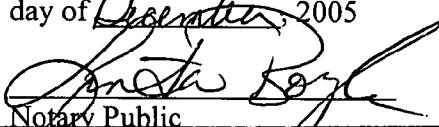
TO THE PROTHONOTARY:

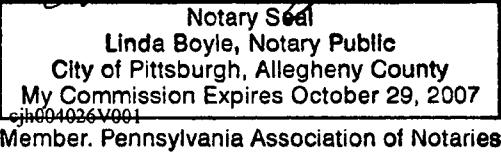
At the request of the undersigned attorneys for the Plaintiff, please exemplify the records at case number 06-954-CD so that Plaintiff may obtain an exemplified copy of the judgment to transfer to Jefferson County.

BERNSTEIN LAW FIRM, P.C.

By:   
Christopher M. Boback, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100  
BERNSTEIN FILE NO: C0062652

Sworn to and subscribed  
before me this 28th  
day of December, 2005

  
Notary Public



FILED

JAN 03 2007

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
OFFICE OF THE PROTHONOTARY

Onyx Investment, L.L.C.  
Eagle Credit Resources, L.L.C.  
Advanta Bank Corporation

Vs.

NO. 2006-00954-CD

Andrew G. Batcho  
Pleasant Hills Apartments

**CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT**

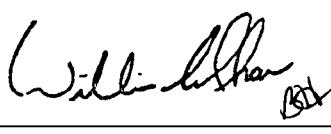
I, William A. Shaw, Prothonotary of the Court of Common Please of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of Onyx Investment, LLC, on behalf of Eagle Credit Resources, LLC, assignee of Advanta Bank Corporation, and against Andrew G. Batcho, Sr., also known as Andrew G. Batcho, individually and as a partner trading and doing business as Pleasant Hills Apartments on August 7, 2006, in the amount of \$26,723.24.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 3rd day of January, A.D., 2007.

William A. Shaw  
Prothonotary

BY:

  
William A. Shaw  
Deputy

Date: 01/03/2007

**Clearfield County Court of Common Pleas**

User: BHUDSON

Time: 02:01 PM

**ROA Report**

Page 1 of 1

Case: 2006-00954-CD

Current Judge: No Judge

Onyx Investment, L.L.C., Eagle Credit Resources, L.L.C., Advanta Bank Corporation vs. Andrew G. Batcho, Pleasant Hills Apartments, Northwest Savings Bank

**Civil Other**

Date		Judge
06/15/2006	New Case Filed.  Filing: Civil Complaint Paid by: Boback, Christopher M. (attorney for Onyx Investment, L.L.C.) Receipt number: 1914295 Dated: 06/15/2006 Amount: \$85.00 (Check) No CC., 1CC to shff.	No Judge
07/13/2006	Sheriff Return, June 23, 2006 at 3:08 pm served the within Complaint on Andrew G. Batcho, Sr. a/k/a Andrew G. Batcho So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Bernstein \$30.00	No Judge
08/07/2006	Praecipe for Default Judgment, filed by s/ Christopher M. Boback Esq. Judgment entered in favor of the Plaintiff and against the Defendants in the amount of \$26,723.24. Notice to defts. and statement to Atty.	No Judge
10/16/2006	Filing: Writ of Execution / Possession Paid by: Boback, Christopher M. (attorney for Onyx Investment, L.L.C.) Receipt number: 1916006 Dated: 10/16/2006 Amount: \$20.00 (Check) judgment Amount: \$27,257.70. Filed by s/ Christopher M. Boback, Esquire. 1CC & 6 Writs to Shff	No Judge
01/03/2007	Filing: Praecipe to Exemplify the Records in Order to Obtain an Exemplified Copy of Judgment Paid by: Boback, Christopher M. (attorney for Onyx Investment, L.L.C.) Receipt number: 1917032 Dated: 01/03/2007 Amount: \$15.00 (Check) No CC Certification of Docket Entries and Judgment to Attorney	No Judge

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JAN 03 2007

Attest.

*William L. Hudson*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20473

NO: 06-954-CD

PLAINTIFF: ONYX INVESTMENT, L.C.C. ON BEHALF OF EAGLE CREDIT RESOURCES, L.L.C., ASSIGNEE OF ADVANTA BANK CORPORATION

vs.

DEFENDANT: ANDREW G. BATCHO, SR. A/K/A ANDREW G. BATCHO INDIVIDUALLY AND AS PARTNER TRADING AND DOING BUSINESS AS PLEASANT HILLS APARTMENTS

Execution PERSONAL PROPERTY / INTERROGATORIES  
SHERIFF RETURN

---

DATE RECEIVED WRIT: 10/16/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/12/2007

FILED  
08:51 AM  
MAR 12 2007  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

@ SERVED ANDREW G. BATCHO, SR. A/K/A ANDREW G. BATCHO ET AL

DEPUTIES MADE SEVERAL ATTEMPTS TO SERVE AND LEVY DEFENDANT. DEFENDANT NEVER AT HOME AND NOTHING OUTSIDE TO LEVY.

11/15/2006 @ 11:45 AM SERVED NORTHWEST SAVINGS BANK

SERVED NORTHWEST SAVINGS BANK, GARNISHEE, BY HANDING TO GIGI L. GEARHART, MANAGER OF NORTHWEST SAVINGS BANK AT HER PLACE OF EMPLOYMENT NORTHWEST SAVINGS BANK, 1200 OLD TOWN ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

NOW, MARCH 12, 2007 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20473

NO: 06-954-CD

PLAINTIFF: ONYX INVESTMENT, L.C.C. ON BEHALF OF EAGLE CREDIT RESOURCES, L.L.C., ASSIGNEE OF  
ADVANTA BANK CORPORATION

vs.

DEFENDANT: ANDREW G. BATCHO, SR. A/K/A ANDREW G. BATCHO INDIVIDUALLY AND AS PARTNER TRADING  
AND DOING BUSINESS AS PLEASANT HILLS APARTMENTS

Execution PERSONAL PROPERTY / INTERROGATORIES  
SHERIFF RETURN

---

SHERIFF HAWKINS \$38.00

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,

  
By:   
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT**  
**COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD**  
**CIVIL ACTION – LAW**

Onyx Investment, L.L.C., on behalf of  
Eagle Credit Resources, L.L.C., assignee  
of Advanta Bank Corporation

Vs.

NO.: 2006-00954-CD

Andrew G. Batcho, Sr., also known as Andrew G. Batcho,  
individually and as a partner trading and doing business as  
Pleasant Hills Apartments

Northwest Savings Bank  
Garnishee

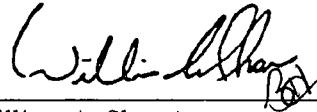
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due ONYX INVESTMENT, L.L.C., on behalf of EAGLE CREDIT RESOURCES, L.L.C., assignee of ADVANTA BANK CORPORATION, Plaintiff(s) from ANDREW G. BATCHO, SR., also known as Andrew G. Batcho, individually and as a partner trading and doing business as PLEASANT HILLS APARTMENTS, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Northwest Savings Bank  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL:...\$26,723.24  
INTEREST: \$  
ATTY'S COMM: \$  
DATE: 10/16/2006

PROTHONOTARY'S COSTS PAID:..\$125.00  
SHERIFF: \$  
OTHER COSTS: \$  
POUNDAGE:.....\$534.46



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 16<sup>th</sup> day  
of October A.D. 2006  
At 11:00 A.M./P.M.

Christopher M. Boback  
Sheriff Christopher M. Boback

Requesting Party: Christopher M. Boback, Esq.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8114

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

06-954-CD

NAME ANDREW G. BATCHO, SR. A/K/A ANDREW G. BATCHO ET AL

NO.

NOW, March 10, 2007, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Andrew G. Batcho, Sr. A/K/A Andrew G. Batcho Individually And As Partner Trading And Doing Business As Pleasant Hills Apartments to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	9.00	DEBT-AMOUNT DUE	26,723.24
MILEAGE		INTEREST @ %	0.00
LEVY	2.00	FROM TO	
MILEAGE		PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE		ATTORNEY COMMISSION	
HANDBILLS		REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	30.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE	9.00	ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	8.00	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT		<b>TOTAL DEBT AND INTEREST</b>	<b>\$26,791.24</b>
RETURNS/DEPUTIZE			
COPIES			
BILLING/PHONE/FAX	10.00	<b>COSTS:</b>	
CONTINUED SALES		ADVERTISING	0.00
MISCELLANEOUS		TAXES - COLLECTOR	
<b>TOTAL SHERIFF COSTS</b>	<b>\$38.00</b>	TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		<b>SHERIFF COSTS</b>	<b>38.00</b>
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$38.00</b>
		<b>TOTAL COSTS</b>	<b>\$26,791.24</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff