

06-1319-CD

SLM Educ. Loan vs Leonard Brown et al

2006-1319-CD

SLM Education vs Leonard Brown et al

THIS IS AN ARBITRATION MATTER.
ASSESSMENT OF DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

FILED Atty ad 85.00
Aug 17 2006 2CC Shaff
U/C 1CC Atty
William A. Shaw
Prothonotary/Clerk of Courts

SLM EDUCATION LOAN CORPORATION
12061 BLUMONT WAY
RESTON, VA 20190

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CJ

LEONARD M BROWN
516 BEECH AVE
PATTON PA 16681
and
CAROL BROWN
516 BEECH AVE
PATTON PA 16681

COMPLAINT IN ASSUMPSIT

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 JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

1. The defendants, for valuable consideration received, executed and delivered to plaintiff a promissory note for the payment of tuition under the terms of which the defendant promised to pay to the plaintiff consecutive monthly payments under the terms and conditions set forth in the promissory note. A true and correct copy of the statement of account for said promissory note is attached hereto, made a part of this complaint and marked Exhibit "A".

2. Contrary to the terms of the aforesaid promissory note, the defendants failed to make the required payments when due as a result of which the unpaid balance of \$2,406.82 became due and payable.

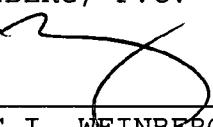
3. As a result of defendants' default, defendants are indebted to plaintiff in the amount of \$2,406.82.

4. Plaintiff has made demand upon the defendants for payment of the amount due but the defendants have failed and refused and still refuse to pay the said sum or any part thereof.

WHEREFORE, plaintiff claims of the defendants the sum of \$2,406.82.

GORDON & WEINBERG, P.C.

BY: _____


FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

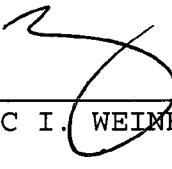

FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"

ORDER FOR SERVICE

DATED: August 14, 2006

TO: SHERIFF OF CLEARFIELD COUNTY

FROM: FREDERIC I. WEINBERG, ESQUIRE

I.D.#: 41360

PAUL M. SCHOFIELD, JR., ESQUIRE

I.D.#: 81894

GORDON & WEINBERG, P.C.

21 SOUTH 21ST STREET

PHILADELPHIA, PA 19103

PHONE: 215-988-9600

Attorneys for Plaintiff

WRIT and/or **COMPLAINT**
CIVIL ACTION
CONTRACT
ASSUMPSIT

SLM EDUCATION LOAN CORPORATION
12061 BLUMONT WAY
RESTON, VA 20190

PLAINTIFF(S)

VS.

LEONARD M BROWN
516 BEECH AVE
PATTON PA 16681
and
CAROL BROWN
516 BEECH AVE
PATTON PA 16681

DEFENDANT(S)

SERVE DEFENDANT(s), AT: **CAROL BROWN**
516 BEECH AVE
PATTON PA 16681

SPECIAL INSTRUCTIONS:

***PROOF/RETURN OF SERVICE TO BE MAILED TO ATTORNEY FOR PLAINTIFF
AT ABOVE ADDRESS.***

SERVICE WAS NOT MADE BECAUSE:

P001a

NCO21481

Collect Screen (7,1,1) - 1RT - #pts/tw - HUNTV
Account: 5348932

1 Disp:3DRV DEBTOR REQ. VERIFICA		Wait:05/12/2006
2 Name: BROWN LEONARD M		Ssn:162523049 Cbr: Ph:
Rp:	Ssn:	Rp Ph:
Adr:4056 GREENSBURG PIKE	Poe: Ask for employmnt	Lgl: Poe Ph:
Adr:	Adr:	Freq: Pay: 0.00
Cty:PITTSBURGH	Cty:	Canc: Born:03/04/1969
St: PA Zip:152213944	St: Zip:	Cof: Sal:
Clt:1EDSM1 SALLIE MAE RESTON VA 1625230490101		Org: 2066.61
Lst:03/06/06 Srv: Ltrs:2 Time:71 Calls:21 Con:9		Bal: 2557.31
		Worked:11 Int: 0.00
3 Mult Accts:		Rte:2 Rte: 9526.79
POSSIBLE ALTERNATE NUMB: 412-271-6057 & 814-674-5174		
412-928-1792-WRONG		

BRM 05/05/06 9:48 Transferred from NSP to DKW
DKW 05/11/06 11:30 3CSR CLIENT SERVICE REQ
1RT 05/12/06 8:42 SENT DOC REQ TO CLIENT
1RT 05/12/06 8:42 3DRV DEBTOR REQ. VERIFICA
1RT 05/17/06 9:34 DOCS RECEIVED
DKW - LPY 03/30/2006 A,CR,PA,PE,RE,COLSK,LBLST,SCRUB,TUTRD,RISK,PHN,LIAB,BKP1*

ITT Signature Opportunity Loan Application

Application and Promissory Note valid through May 31, 2003

Sallie Mae
1-800-885-3317

XC

Lender: Bank One, N.A., Columbus, Ohio		Lender Code: 808857	
Section A: Student Applicant Section: Please read instructions before completing this section.			
1. Social Security Number <i>140-50-3049</i>	2. Last Name, First Name, MI <i>Brown, Kenneth M</i>	Academic period this loan will help fund (mm/yy) From: <i>9/02</i> To: <i>6/03</i>	
3. Permanent Home Street Address (include apt # or PO Box) <i>4036 Greensburg Pike</i>	City: <i>Pittsburgh</i>	State: <i>PA</i>	Zip Code: <i>15221</i>
5. Address While in School (include apt # or PO Box) <i>5 N/A</i>	City: <i>N/A</i>	State: <i>N/A</i>	Zip Code: <i>N/A</i>
7. Citizenship: (circle one) <input checked="" type="radio"/> US Citizen/National <input type="radio"/> Permanent Resident <input type="radio"/> Foreign Student	8. Date of Birth <i>03/04/69</i>	9. Driver's License Number <i>777111 PA</i>	10. Co-borrower? Circle One: Yes <input checked="" type="radio"/> No <input type="radio"/> (Refer to instructions)
* Permanent residents and other eligible aliens must submit a copy of the front and back of their INS card (INS Form I-351). Foreign students must submit a copy of their student VISA (type F1, H1B or J1) or a copy of their INS Form (I-94, I-688 B or I-766).			
12. Loan Amount Requested <i>5000.00</i>	13. School Name, City & State <i>ITT Tech Institute monroeville, PA</i>	14. Grade Level <i>1</i>	15. Have you ever defaulted on a student loan? Yes <input checked="" type="radio"/> No <input type="radio"/> (If yes, see instructions for required action.)
16. E-mail Address	17. Reference (Do not use co-borrower) Name: <i>Becky Haunster</i>	18. Relationship <i>Girlfriend</i>	19. Reference's Permanent Address City: <i>Pittsburgh</i> State: <i>PA</i> Zip Code: <i>15221</i>
20. Reference's Home Phone <i>412-351-2998</i>			
Section B: Borrower Signature: <p>21. I declare that the information provided above is true and complete to the best of my knowledge and belief. I have read the Promissory Note (SS2002-G) accompanying this application. Promise to pay: I promise to pay the lender or any other holder of this loan all sums disbursed under the terms of the Promissory Note, plus interest and all other charges, which may become due. The terms and conditions set forth in the Promissory Note constitute the entire agreement between us. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT. Notice to Customer: (a) Do not sign this before you read the promissory note even if otherwise advised. (b) Do not sign this if it contains any blank spaces. (c) You are entitled to an exact copy of any agreement you sign. (d) You have the right at any time to pay in advance the unpaid balance due under this agreement and you may be entitled to a partial refund of the finance charge.</p>			
Signature of Borrower <i>J. Miller</i>	(seal)	Date: <i>August 8, 2002</i>	
Section C: School Section: Must be completed by an authorized school official.			
22. School Name <i>ITT Technical Institute</i>	23. School Code/Branch <i>009837 03</i>	24. Authorized Loan Amounts and Disbursement Dates	
25. Grade Level (Circle One) <input checked="" type="radio"/> 01 - First Year <input type="radio"/> 02 - Second Year <input type="radio"/> 03 - Third Year <input type="radio"/> 04 - Fourth Year	26. Loan period (mm/yy) From: <i>9/02</i> To: <i>6/03</i>	27. Discipline/Major <i>OPP FRN</i>	mm/yy 1 st Disbursement <i>1/25/02</i> \$ <i>2500.00</i> 2 nd Disbursement <i>3/10/03</i> \$ <i>2500.00</i> 3 rd Disbursement _____ \$ _____ 4 th Disbursement _____ \$ _____ Total Approved Amount \$ <i>5000.00</i>
30. I hereby certify that the Borrower is eligible for a Signature Student Loan; that the Total Approved Amount does not exceed the student's cost of education minus other financial aid; that the school will, at the request of the lender, provide the lender with subsequent information regarding the Borrower's whereabouts; that this School will comply with all applicable loan policies and provisions; and that the information provided in Section A is true, complete and correct to the best of my knowledge and belief.			
Signature and sign date of authorized school official: <i>Renee Miller</i> <i>8/8/02</i>	Print or type name and title: <i>Renee Miller/PA</i>	Phone: <i>412-858-5920</i>	Certification Sent Electronically <input checked="" type="checkbox"/>

S1G, WATKINS

LOANS

In this Promissory Note the words "I", "me", "my", "mine" and "we" mean the above signed borrower and co-borrower(s), unless the language specifically refers to only one or the other. "You", "your" and "yours" mean the lender as listed on the front of the application and any subsequent holder of this Promissory Note.

A. PROMISE TO PAY

I promise to pay to your order, according to the terms below, the sum of the Loan Amount Requested to the extent it is advanced to me, or on my behalf, which includes the Supplemental Fee described in paragraph F (the "Loan Amount"); interest accrued or capitalized on the Loan Amount as described in this Promissory Note ("Note"); Late Charges and Check Return Fees as provided in this Note; and, in the event of default, collection costs and reasonable attorneys' fees to the extent permitted by law.

B. DEFINITIONS

1. Interim Period - The "Interim Period" will begin on the date my loan is disbursed. My Interim Period will end 6 months after I graduate or drop below half-time enrollment at an eligible school unless I have an eligible health student deferment. If I am enrolled in a health profession and obtain an internship or residency deferment within 6 months after leaving school, my Interim Period will end 6 months after the deferment ends.

2. Repayment Period - The "Repayment Period" will begin on the day after the Interim Period ends and will continue for no more than 180 months depending on my loan balance.

3. Statement Period - I will receive statements (or coupons) on my loan at the address shown on your records (see paragraph K. Notices). The period of time covered by a statement is called a "Statement Period". During the Repayment Period I will receive statements on my loan, unless I enroll in an automatic payment plan. The statements will cover Statement Periods beginning on the first day of the Repayment Period and on the same day of each following Statement Period.

C. INTEREST

1. Accrual of Interest - Interest will accrue from the date of disbursement until payment in full at the Variable Rate described in paragraph 2.

2. Variable Rate - The Variable Rate for the Interim and Repayment Periods is the annual rate equal to the sum of Current Index plus the percentage as identified on my Disclosure Statement, which is which is hereby incorporated into this Note, per annum (the "Margin") and rounded to the nearest one-eighth (.125) of 1%. The Variable Rate will change quarterly on the first day of

each January, April, July and October (the "Change Date(s)") if the Current Index changes. The "Current Index" for any calendar quarter beginning on a Change Date (or for any shorter period beginning on a disbursement date and ending on the first Change Date) is the previous calendar quarter's average of the coupon equivalent rates of the most recent auction of the 13-week U.S. Treasury Bills published weekly in *The Wall Street Journal* "Credit Markets" section, rounded to the nearest one-hundredth (.01) of 1%. If the Current Index is no longer available, you will choose a comparable substitute. In no event will the Variable Rate exceed the maximum rate allowed by law.

If *The Wall Street Journal* is not published or the Prime Rate is not stated, then the Current Index shall be determined by using the immediately preceding published Prime Rate. If the Current Index is no longer available, you will choose a comparable substitute. In no event will the Variable Rate exceed the maximum rate allowed by law.

D. TERM OF REPAYMENT

1. Interim Period - I am not required to make payments during the Interim Period. You will capitalize unpaid accrued interest to the principal balance of the loan at the beginning of the Repayment Period. If I am an eligible health student, you will capitalize unpaid accrued interest annually during any residency or internship deferment, at the end of any residency or internship deferment period of less than 12 months, and when I enter repayment.

2. Repayment Period - I will make consecutive monthly payments during the Repayment Period in the amounts and on or before the payment due dates shown on my statements until I have paid all of the principal and interest and any other charges I may owe under this Note.

3. Standard Repayment Terms - Subject to the terms of paragraph 5, I will repay my loan in consecutive monthly installments of principal and interest calculated to equal the amount necessary to amortize the unpaid principal and interest at the Variable Rate then in effect over the number of months remaining in the Repayment Period with the payment amount changing in the month following the month of each Change Date.

4. Graduated Repayment Option - I may choose a graduated repayment option, if available. If I convert to this option, I will notify you in writing.

5. Amounts Owing at the End of the Repayment Period - Since interest accrues daily upon the unpaid principal balance of my loan, if I make payments after my payment due dates, I may owe additional principal and interest and Late Charges at the end of the Repayment Period. In such case, I shall pay the additional amounts, and you may increase the amount of my last monthly payment to the amount necessary to repay my loan in full or increase the Repayment Period.

6. Minimum Repayment - Notwithstanding paragraphs 3 and 4, I agree to pay at least \$50 per month or the unpaid balance, whichever is less.

7. Payments - Payments will be applied first to Late Charges, then to accrued interest, and the remainder to principal. Payments in excess of the amount due will advance the next payment due date by the number of whole payments satisfied by the extra funds. If I wish to make a payment in satisfaction of a disputed amount or balance, I must send it to P.O. Box 3800, Wilkes-Barre, PA 18773-3800 with a letter of explanation. To the extent permitted by law, you may accept late payments, partial payments, or payments marked "payment in full" or having similar language, without waiving your rights under this Note.

E. LATE CHARGES

I will pay a Late Charge if I fail to make any part of an installment payment within 15 days after it becomes due. The Late Charge is \$5.00 or 5% of the unpaid amount, whichever is greater.

F. SUPPLEMENTAL FEES

1. Fee at Disbursement - You may charge me and, if charged, I will pay you a Supplemental Fee at disbursement of my loan. This fee will be identified on my Disclosure Statement and will be a percentage of the principal balance of my loan. At the time you issue any disbursement, you may either deduct from the disbursement or add to the principal loan balance an amount equal to the Supplemental Fee.

2. Fee at Repayment - You may charge me and, if charged, I will pay you a Supplemental Fee, which will be identified on my Disclosure Statement, either as described in the next sentence or upon an event described in paragraph 1, whichever is earlier. This fee will be a percentage of the principal balance of my loan after unpaid interest accrued during the Interim Period is capitalized and will be added to the principal balance at the beginning of the Repayment Period.

3. I understand and agree that the Supplemental Fee is earned when it is assessed and is not subject to rebate if I prepay my loan.

G. CHECK RETURN FEE

If I make a payment by check and that check is returned unpaid for any reason, I agree to pay a charge of up to \$20.00 for each check so returned. Such Check Return Fee may be added to my principal balance hereunder and accrue interest at the rate provided in this Note, without notice.

H. RIGHT TO PREPAY

I have the right to prepay all or any part of my loan at any time without penalty.

L. WHOLE LOAN DUE

Subject to applicable law, you have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you under the terms of this Note are due and payable at once and to cease to make any further disbursements to me, if:

1. I fail to make any monthly payment to you when due ("default"); or
2. I fail to provide a notice required in paragraph K.1 on time; or
3. I break any of my other promises in this Note; or
4. Any bankruptcy proceeding is begun by or against me, or I assign any of my assets for the benefit of my creditors; or
5. I make any false written statement in applying for this loan or at any time during the Interim or Repayment Periods; or
6. Survivor of borrower and co-borrower dies; or
7. I am in default on any loans I may already have with you, or on any loans I may have with you in the future. Following any of the above events, you will have all rights the law allows, including the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you under this Note, are due and payable immediately. My failure to receive a statement does not relieve me of my obligation to make my required loan payments in accordance with the terms and conditions of this Note. If any of the listed events occurs, I will be required to pay interest on this loan accruing afterwards at the same rate of interest applicable to this loan prior to such event. The interest rate will be subject to adjustment in the same manner as before.

J. COLLECTION COSTS

I agree to pay you reasonable amounts permitted by law, including attorneys' fees and court costs, which you incur in enforcing the terms of this Note, if I am in default.

K. NOTICES

1. I will send written notice to you, or any subsequent holder of this Note, within 10 days after any change in my name, address, telephone number or school enrollment status.
2. Any notice required to be given to me by you will be effective when mailed to the latest address you have for me.
3. You may report the status of this loan to the school identified in Section D of the application and to any credit bureaus.
4. **CALIFORNIA RESIDENTS ONLY:** A married applicant may apply for a separate account. If you take any adverse action as defined by § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, I have the right to obtain within 60

days a free copy of my consumer credit report from the consumer reporting agency who furnished you my consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis.

CALIFORNIA and UTAH RESIDENTS: As required by California and Utah law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations. **IOWA RESIDENTS ONLY:** If you are an Iowa resident and your Loan Amount is \$25,000 or less, this is a consumer credit transaction. **IOWA and KANSAS RESIDENTS:**

NOTICE TO CONSUMER 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

MARYLAND RESIDENTS ONLY: You elect to make this loan pursuant to Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article only to the extent that such provisions are not inconsistent with your authority under 12 U.S.C. § 85 and related regulations and interpretations, which authority you expressly reserve. **MISSOURI RESIDENTS ONLY: ORAL**

AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT. **NEVADA RESIDENTS ONLY:** This is a loan for study. **NEW YORK, RHODE ISLAND and VERMONT RESIDENTS:** I understand and agree that you may obtain a consumer credit report in connection with updates, renewals or extensions of any credit as a result of this application. If I ask, I will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. I also understand and agree that you may obtain a consumer credit report in connection with the review or collection of any loan made to me as a result of this application or for other legitimate purposes related to such loans. **NEW JERSEY RESIDENTS ONLY:** The section headings of the Note are a table of contents and not contractual terms. Portions of this Note with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Note, acts or practices (I) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and

(II) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

OKLAHOMA RESIDENTS ONLY: If I am in default and only if the total amount disbursed under this Note is greater than \$3,600 (or any higher dollar amount

established by law for the payment of such fees), I agree to pay the lender's attorney's fees and court costs up to 15% of the unpaid debt. **WISCONSIN RESIDENTS ONLY:** For married Wisconsin residents, my signature confirms that this loan obligation is being incurred in the interest of my marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects your interest unless, prior to the time that the loan is approved, you are furnished with a copy of the marital property agreement, a statement, a decree or have actual knowledge of the adverse provision. If the loan for which I am applying is granted, I will notify you if I have a spouse who needs to receive notification that credit has been extended to me.

L. ADDITIONAL AGREEMENTS

1. The proceeds of this loan will be used only for the educational expense of the student listed at the School for the loan period listed above. I understand that when you accept the attached signed application, you are not agreeing to lend me money and that there will be no such agreement until the time the loan is actually disbursed. You have the right to lend an amount less than the Loan Amount Requested or to accept or reject my application.
2. If this Note is assigned, the assignee will become the owner of this Note and as my creditor will have all your rights to enforce this Note against me.
3. I understand that you are located in the State listed on the front of the attached application and this Note will be entered into in the same State. Consequently, the provisions of this Note will be governed by federal laws and the laws of that State, without regard to conflict of law rules.
4. Upon receipt of the Disclosure Statement I will review it and if I am not satisfied with the terms of my loan as approved, I may cancel this Note and all disbursements. To cancel this Note, I will contact you within 3 days of receipt by me of the loan check and I will not cash any loan checks, or if funds are transmitted electronically, I will instruct my school, within 3 days of receipt by me of the Disclosure Statement, to return the funds to you.
5. By accepting past due payments you do not waive or affect any right to accelerate this Note. I waive any notice of dishonor, notice of protest, presentment, demand

for payment, and all other notices or demands in connection with this Note and consent to the addition of a party who will be liable upon this loan or any other loans I have outstanding under the program, to any and all extensions, renewals, or releases of any party liable upon this loan or any other loans I have outstanding under the program, or waiver or modification that may be granted by you, all without affecting or releasing the borrower or the co-borrower(s) from such loans. My responsibility for repaying this loan is not affected by the liability of any other person to you or by your failure to notify me that a payment has not been made.

6. If any provision of this Note is held invalid or unenforceable, that provision shall be considered omitted from this Note without affecting the validity or enforceability of the remainder of this Note.

7. Any provision of this Note may be modified if jointly agreed upon in writing by you and me. Any modification will not affect the validity or enforceability of the remainder of this Note.

8. I understand that this loan is an educational loan and is made under a program that includes Stafford loans and other loans and which is funded in part by non-profit organizations, including the school and other governmental units and, therefore, is not dischargeable in bankruptcy, except pursuant to 11 U.S. Code § 523(a).

9. I acknowledge that I have received a true and exact copy of this Note.

10. I may not assign this Note or any of its benefits or obligations. You may assign this Note at any time. The obligations of this Note will be binding on my estate.

11. Your failure to exercise any right hereunder does not constitute a waiver thereof. All waivers must be in writing.

12. I hereby waive all my defenses to this Note based on suretyship or impairment of collateral.

13. I consent to the use of my Social Security Number as an account number (identifier) throughout the life of my loan.

M. BORROWERS' CERTIFICATION AND CONSENT TO INFORMATION SHARING

1. I, the borrower, certify that the information contained in Sections A and B of the application is true, complete and correct to the best of my knowledge and belief and is made in good faith, that I am eligible for this loan and that I will repay it according to the terms of this Note. I understand and agree that my lender will be as listed on the front of the attached application. I hereby authorize the school to pay to you any refund that may be due me up to the amount of this loan. I understand that I must immediately repay any funds that I receive which cannot reasonably be attributed to meeting my educational expenses related to attendance at the school named on the application for the loan period requested. At your option, you may either electronically transmit funds to the school to be applied to my account, or if you issue

checks, I authorize you to issue a check made payable to me, or jointly payable to me and the school, and send it to the school. If funds are electronically transmitted, I hereby authorize the school to transfer the funds to my account at the school. I understand that failure to complete the educational program undertaken by me/the student does not relieve me of any obligation of this Note.

2. I authorize any school that I may attend to release to you, the U.S. Department of Education, guarantor or their agent, any requested information pertinent to this loan (e.g., employment, enrollment status, current address) and to release to you whether I am eligible for a future loan. I authorize you, the guarantor or your or its agent to check my credit and employment history for this loan and for future loans that may be offered to me, to answer questions about their credit experience with me, and to release the results of the credit review process to the school. I further authorize you to release any other information on this loan to the school identified in Section D of the application, to other schools I have attended for which I have taken out a student loan, and to the guarantor. I consent to the sharing of any information about this loan with my parent, guardian, child, spouse or sibling who complies with your procedures unless I revoke this consent. I understand that I may revoke this consent by contacting the servicer at 1-888-2SALLIE or P.O. Box 9500, Wilkes-Barre, PA 18773-9500.

3. I also certify that I have read the materials explaining the loan program that have been provided to me; I have read, understand and agree to the provisions of the program, my responsibilities and my rights under this program, the terms of this Note and this "Borrower's Certification and Consent to Information Sharing" and that the program is funded in part by non-profit organizations.

N. CORRECTION OF ERRORS

All parties to this Note agree to fully cooperate and adjust all typographical, computer, calculation or clerical errors discovered in any or all of the loan documents including the application, Note and Disclosure Statement. In the event this procedure is used, all parties involved will be notified and receive a corrected copy of the changed document.

O. STUDENT RELEASE

I agree that, if any co-borrower applicant fails to qualify for this loan, that applicant will be released from liability hereunder, but this Note will still bind the student borrower and any remaining co-borrower. As co-borrower, I agree that if the student borrower is released from liability on this loan for any reason, including infancy, I hereby consent to such release and to my continued liability for this loan after such release.

THIS IS A NONNEGOTIABLE CONSUMER NOTE.

Opportunity Loan Authorization Form

School Name: IT Technical Institute School Code: 009837-03

I Re: Authorization to Disburse Opportunity Loan Funds

The student listed below has been approved to receive educational funding for the 2002-03 Academic year through the Opportunity Loan Program:

Student's Name: Leonard Brown Domestic Student (OPP)
Student's SSN: 162-52-3049 International Student (FRN)
Loan Amount: \$ 5000.00 (net) Loan Type: XC
Loan Period 9/9/02 - 6/7/03 Status H / L Grad Date 9-04-04
Disbursement Dates: (1) 11/25/02 (2) 3/10/03
(3) _____ (4) _____

* Required Documentation for International Student Approvals:

A copy of any one of the following items:

Student Visa: J-1, F-1, or H-1B

INS form I-94

INS form I-688B or I-551 Employment Authorization

And a copy of form I-20 or IAP-66 with supporting documentation
(not required for H-1B Visas)

Loan Limits for International Students:

Undergraduate	(annual amount)	\$10,000
Undergraduate	(aggregate amount)	\$40,000
Graduate	(annual amount)	\$15,000
Graduate	(aggregate amount)	\$45,000
Total Aggregate	(undergraduate and graduate)	\$85,000

*The school agrees to supply copies of the student's Declaration of Financial Support and/or Certificate of Eligibility if requested at a later date for default management.

By the signature below, the school of attendance certifies that no applicant was refused or approved for this loan on the basis of his or her race, color, religion, national origin, sex, sexual orientation, marital status or age (provided the applicant has the capacity to enter into a binding contract), the fact that any part of his or her income derives from a public assistance program, or the fact that the applicant has in good faith exercised any right under the federal Consumer Credit Protection Act or any state law upon which an exemption to the Act has been granted by the Federal Reserve Board.

Authorized Approver:

Renee Miller
(Signature)

8/8/02
(Date)

Renee Miller
(Printed Name)

412/856-5920
(Phone Number)

Send Completed Form to:

Mail: SMSC/FL
P. O. Box 59012
Panama City, FL 32412-9030.

Fax: (850) 767-7832
Attn: Robin Estes

NOTE: Applicants with prior student loan defaults are not eligible for Opportunity Pool Loan approval. Signed, completed applications, including required international student documentation, must be provided to Sallie Mae prior to disbursement.

Sallie Mae
Education leads us.

ACCOUNT NUM: 162-52-3049
LOAN NUM: 01

DATE: 05/15/06

EFF. DATE	POST DATE	STATUS	TRAN	DAYSPERCENT	PAYMENT AMT	PRINCIPAL	INTEREST	ED. INTEREST	LATE FEE
12/02/02	12/02/02		938		250.00+	250.00+			
12/02/02	12/02/02		731		2,500.00+	2,500.00+			
01/01/03		SCHL	ACC	50 / 14.25000		2,750.00+		36.34+	
03/13/03		SCHL	ACC	71 / 14.25000		2,750.00+		83.40+	
03/13/03	03/13/03		938		250.00+	250.00+		119.44+	
03/13/03	03/13/03		731		2,500.00+	2,500.00+		119.44+	
03/24/03		SCHL	ACC	11 / 14.25000		5,500.00+		23.60+	
03/24/03	03/26/03		133		1,982.74-	1,982.74-	143.04+		
04/01/03		SCHL	ACC	8 / 14.25000		3,517.26+		10.98+	
07/01/03		SCHL	ACC	91 / 14.25000		3,517.26+		154.02+	
07/10/03		SCHL	ACC	9 / 14.25000		3,517.26+		124.88+	
07/10/03	07/10/03		740			3,517.26+		278.90+	
10/01/03		SCHL	ACC	63 / 14.25000		3,517.26+		12.35+	
01/01/04		SCHL	ACC	92 / 14.00000		3,517.26+		529.17+	
03/02/04		SCHL	ACC	61 / 14.00000		3,517.26+		82.24+	
03/02/04	03/02/04		740			3,517.26+		611.41+	
04/01/04		SCHL	ACC	30 / 14.00000		3,517.26+			
07/01/04		SCHL	ACC	91 / 14.00000		3,517.26+		40.44+	
08/06/04		SCHL	ACC	36 / 14.00000		3,517.26+		651.85+	
08/06/04	08/09/04		133		2,500.00-	3,517.26+		774.52+	
09/05/04		GRCE	ACC	30 / 14.00000		2,500.00-		48.53+	
10/01/04		GRCE	ACC	26 / 14.00000		1,017.26+		834.75+	
01/03/05		GRCE	ACC	92 / 14.50000		1,017.26+		10.14+	
					1,017.26+		844.89+		
							37.16+		
							602.05+		

STUDENT LOAN MARKETING ASSOCIATION
 SYSTEM ID: - TEST
 LOAN SERVICING CENTER
 ACCOUNT HISTORY REPORT

PAGE: 2

ACCOUNT NUM: 162-52-3049
 LOAN NUM: 01

DATE: 05/15/06

EFF DATE	POST DATE	STATUS	TRAN	DAY\$/PERCENT	PAYOUT AMT	PRINCIPAL	INTEREST	ED INTEREST	LATE FEE
03/05/05			RPMT ACC	63 / 15.2500		1,017.26*	26.76*		
03/05/05	03/06/05			980		898.86*	898.86*		
04/01/05			RPMT ACC	27 / 15.2500		1,916.12*	9.95*		
04/24/05			RPMT ACC	23 / 15.5000		1,916.12*	31.60*		
04/24/05	04/24/05			908		1,916.12*	18.70*		
05/09/05	05/11/05		RPMT ACC	15 / 15.5000		5.00*	50.25*		
05/24/05			RPMT ACC	15 / 15.5000		1,916.12*	50.25*		
05/24/05	05/24/05			908		1,916.12*	12.20*		
06/06/05			RPMT ACC	13 / 15.5000		22.18-	17.18-		
06/06/05	06/06/05			101		1,916.12*	45.27*		
06/24/05			RPMT ACC	18 / 15.5000		5.00*	1,916.12*	57.47*	
06/24/05	06/24/05			908		1,916.12*	57.47*		
07/01/05			RPMT ACC	7 / 15.5000		5.00*	1,916.12*	10.58*	
07/07/05			RPMT ACC	6 / 16.0000			1,916.12*	66.05*	
07/07/05	07/07/05			101		22.10-	17.10-		
07/24/05			RPMT ACC	17 / 16.0000			1,916.12*	50.95*	
07/24/05	07/24/05			908		5.00*	1,916.12*	14.64*	
08/01/05			RPMT ACC	8 / 16.0000			1,916.12*	65.59*	
08/01/05	08/01/05			101			1,916.12*	65.59*	
08/24/05			RPMT ACC	23 / 16.0000		19.27-	1,916.12*	5.69*	
08/24/05	08/24/05			908		5.00*	1,916.12*	19.31*	
08/29/05			RPMT ACC	5 / 16.0000			1,916.12*	86.79*	
							1,916.12*	4.20*	
							1,916.12*	90.99*	

STUDENT LOAN MARKETING ASSOCIATION
 SYSTEM ID: - TEST
 LOAN SERVICING CENTER
 ACCOUNT HISTORY REPORT

ACCOUNT NUM: 162-52-3049
 LOAN NUM: 01

DATE: 05/15/06

EFF DATE	POST DATE	STATUS	TRAN	DAYS/PERCENT	PAYOUT AMT	PRINCIPAL	INTEREST	ED INTEREST	LATE FEE
08/29/05	08/29/05	101		18.82-	1,916.12+	15.82-			5.00-
09/25/05	09/25/05	RPMT	ACC	27 / 16.0000	1,916.12+	77.17+			
09/25/05	09/25/05			5.00+	1,916.12+	22.66+			
10/01/05		RPMT	ACC	6 / 16.0000	1,916.12+	99.83+			5.00+
10/11/05		RPMT	ACC	10 / 16.5000	1,916.12+	5.09+			
10/11/05	10/11/05			16.59-	1,916.12+	104.87+			
10/24/05		RPMT	ACC	13 / 16.5000	1,916.12+	8.66+			
10/24/05	10/24/05			5.00+	1,916.12+	113.53+			
11/07/05		RPMT	ACC	14 / 16.5000	1,916.12+	11.59-			5.00-
11/07/05	11/07/05			18.43-	1,916.12+	101.94+			
12/09/05		RPMT	ACC	32 / 16.5000	1,916.12+	11.25+			
12/09/05	12/09/05			18.40-	1,916.12+	113.19+			
01/01/06		RPMT	ACC	23 / 16.5000	1,916.12+	12.11+			
01/03/06		RPMT	ACC	2 / 17.2500	1,916.12+	125.30+			
01/03/06	01/03/06			18.38-	1,916.12+	13.43-			5.00-
02/01/06		RPMT	ACC	29 / 17.2500	1,916.12+	111.87+			
02/01/06	02/01/06			18.36-	1,916.12+	27.62+			
02/27/06		RPMT	ACC	26 / 17.2500	1,916.12+	139.56+			
02/27/06	02/27/06			18.38-	1,916.12+	18.40-			
03/27/06		RPMT	ACC	28 / 17.2500	1,916.12+	121.16+			
03/27/06	03/28/06			18.61-	1,916.12+	19.91+			
04/01/06		RPMT	ACC	5 / 17.2500	1,916.12+	26.24+			
05/01/06		RPMT	ACC	30 / 17.5000	1,916.12+	4.52+			
				1,916.12+	27.56+				
				1,916.12+	194.70+				

PGM: LSMB013D

STUDENT LOAN MARKETING ASSOCIATION
SYSTEM ID: - TEST
LOAN SERVICING CENTER
ACCOUNT HISTORY REPORT

PAGE: 4

ACCOUNT NUM: 162-52-3049
LOAN NUM: 01

DATE: 05/15/06

EFF DATE	POST DATE	STATUS	TRAN	DAYS/PERCENT	PAYOUT AMT	PRINCIPAL	INTEREST	END INTEREST	LATE FEE
05/15/06		RPMT	ACC	14 / 17.5000		1,916.12*	12.85*	2,07.55*	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101835
NO: 06-1319-CD
SERVICE # 1 OF 2
COMPLAINT IN ASSUMPSIT

PLAINTIFF: SLM EDUCATION LOAN CORPORATION
vs.
DEFENDANT: LEONARD M. BROWN and CAROL BROWN

SHERIFF RETURN

NOW, August 25, 2006, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN ASSUMPSIT ON LEONARD M. BROWN.

NOW, September 01, 2006 AT 10:40 AM SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON LEONARD M. BROWN, DEFENDANT. THE RETURN OF CAMBRIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
04:00 CM
SEP 26 2006
[Handwritten Signature]

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101835
NO: 06-1319-CD
SERVICE # 2 OF 2
COMPLAINT IN ASSUMPSIT

PLAINTIFF: SLM EDUCATION LOAN CORPORATION

vs.

DEFENDANT: LEONARD M. BROWN and CAROL BROWN

SHERIFF RETURN

NOW, August 25, 2006, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN ASSUMPSIT ON CAROL BROWN.

NOW, September 01, 2006 AT 10:40 AM SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON CAROL BROWN, DEFENDANT. THE RETURN OF CAMBRIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101835
NO: 06-1319-CD
SERVICES 2
COMPLAINT IN ASSUMPSIT

PLAINTIFF: SLM EDUCATION LOAN CORPORATION
vs.
DEFENDANT: LEONARD M. BROWN and CAROL BROWN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	23376	20.00
SHERIFF HAWKINS	GORDON	23376	21.00
CAMBRIA CO.	GORDON	23481	38.13

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

CASE # PLAINTIFF DEFENDANT
90226-06 SLM EDUCATION LOAN 06-1319 BROWN, LEONARD & CAROL
DATE 9/01/06

AT 10:40 HRS. SERVED THE COMPLAINT IN ASSUMPSIT UPON LEONARD BROWN BY HANDING A TRUE AND ATTESTED COPY THEREOF TO KENNETH BROWN, DEFENDANT'S FATHER, HE BEING THE PERSON IN CHARGE AT 516 BEECH AVE. PATTON, PA. 16681 AND MAKING CONTENTS THEREOF KNONW TO HIM.

AT 10:40 HRS. SERVED THE COMPLAINT IN ASSUMPSIT UPON CAROL BROWN BY HANDING A TRUE AND ATTESTED COPY THEREOF TO KENNETH BROWN, DEFENDANT'S FATHER, HE BEING THE PERSON IN CHARGE AT 516 BEECH AVE. PATTON, PA. 16681 AND MAKING CONTENTS THEREOF KNOWN TO HIM. MY COSTS PAID BY ATTORNEY FOR PLAINTIFF.

SO ANSWERS,

SHERIFF COSTS 35.13
PRO 3.00
TOTAL COSTS 38.13

SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 12TH DAY OF SEPTEMBER, 2006.

Patty Berkelye
Pro the notary

Clearfile 10.

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

FILED Atty pd. 20.00
m/2/06 1CC Notice
NOV 30 2006 to Def.

William A. Shaw
Prothonotary/Clerk of Courts

64

Statement to Atty

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN

PRAECIPE FOR JUDGMENT

The Prothonotary will please enter Judgment in the above matter by default for want of an answer against the Defendant, CAROL BROWN, and assesses the damages as per statement below.

2
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

Principal	\$2,406.82
Interest from June 29, 2006	
@0%	\$.00
Total:	\$2,406.82

I hereby certify that written notice of the intention to file this Praecipe was mailed or delivered to the parties against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe.

W. A. Shaw
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

Filed:
By the Prothonotary:

AND NOW, this 30th day of November, 2006 Judgment is entered in favor of the plaintiff(s) and against defendant, for want of an answer and damages assessed at the sum of , \$2,406.82 as per the above certification.

W. A. Shaw
Prothonotary

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

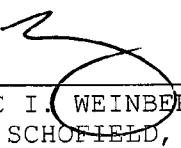
DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN

CERTIFICATION OF ADDRESS

I hereby certify that the precise residence of the holder of the
within judgment is; SLM EDUCATION LOAN CORPORATION and that the
last known address of defendant, CAROL BROWN, 516 BEECH AVE, PATTON PA
16681.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN

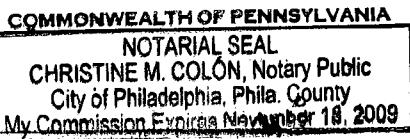
AFFIDAVIT OF NON-MILITARY SERVICE

FREDERIC I. WEINBERG, ESQUIRE, being duly sworn according to law, deposes and says that he represents the plaintiff in the above-entitled case; that he is authorized to make this affidavit on behalf of the plaintiff; and that the above-named defendant is over twenty-one years of age; that the address of the defendant is, 516 BEECH AVE, PATTON PA 16681; that the occupation of the defendant is unknown; and that the defendant is not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.

Sworn to and Subscribed

Before me this 22nd Day

of November, 2006.
Christine M. Colon
Notary Public



F
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR. ESQUIRE
Attorney for Plaintiff

NCO21481

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN

NOTICE OF INTENTION TO TAKE DEFAULT

TO/PARA :
CAROL BROWN
516 BEECH AVE
PATTON PA 16681

DATE OF NOTICE/FECHA DEL AVISO: November 10, 2006

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN 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 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.

• • • • • David S. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.

BY:

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN

NOTICE

PURSUANT TO RULE 236 OF THE SUPREME COURT OF PENNSYLVANIA, YOU ARE
HEREBY NOTIFIED THAT A JUDGMENT BY DEFAULT HAS BEEN ENTERED AGAINST
YOU IN THE ABOVE PROCEEDING IN THE AMOUNT OF \$2,406.82. IF YOU HAVE
ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL GORDON & WEINBERG,
P.C. AT 215/988-9600.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

Dated: November 22, 2006

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

SLM Education Loan Corporation

Vs.

No. 2006-01319-CD

Leonard M. Brown and Carol Brown

To: Carol Brown

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$2,406.82 on November 30, 2006.

William A. Shaw
Prothonotary



William A. Shaw

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

SLM Education Loan Corporation
Plaintiff(s)

No.: 2006-01319-CD

Real Debt: \$2,406.82

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Leonard M. Brown
Carol Brown
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment against
Carol Brown ONLY

Date of Entry: November 30, 2006

Expires: November 30, 2011

Certified from the record this 30th day of November, 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

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

FILED Atty pd. 20.00
m/15/06 10:00 AM NOV 30 2006
to Def.

William A. Shaw
Prothonotary/Clerk of Courts

Statement to Atty
6A

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

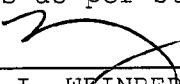
vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN

PRAECIPE FOR JUDGMENT

The Prothonotary will please enter Judgment in the above matter by default for want of an answer against the Defendant, LEONARD M BROWN, and assesses the damages as per statement below.


FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

Principal	\$2,406.82
Interest from June 29, 2006	
@0%	\$.00
Total:	\$2,406.82

I hereby certify that written notice of the intention to file this Praecipe was mailed or delivered to the parties against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe.


FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

Filed:
By the Prothonotary:

AND NOW, this 30th day of November, 2006 Judgment is entered in favor of the plaintiff(s) and against defendant, for want of an answer and damages assessed at the sum of , \$2,406.82 as per the above certification


Prothonotary

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN

CERTIFICATION OF ADDRESS

I hereby certify that the precise residence of the holder of the
within judgment is; SLM EDUCATION LOAN CORPORATION and that the
last known address of defendant, LEONARD M BROWN, 516 BEECH AVE,
PATTON PA 16681.

GORDON & WEINBERG, P.C.

BY: 
FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
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SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN

AFFIDAVIT OF NON-MILITARY SERVICE

FREDERIC I. WEINBERG, ESQUIRE, being duly sworn according to law, deposes and says that he represents the plaintiff in the above-entitled case; that he is authorized to make this affidavit on behalf of the plaintiff; and that the above-named defendant is over twenty-one years of age; that the address of the defendant is, 516 BEECH AVE, PATTON PA 16681; that the occupation of the defendant is unknown; and that the defendant is not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.

Sworn to and Subscribed

Before me this 22nd Day

of November, 2006.

Christine M. Colon
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CHRISTINE M. COLON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 18, 2009

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR. ESQUIRE
Attorney for Plaintiff

NCO21481

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN

NOTICE OF INTENTION TO TAKE DEFAULT

TO/ PARA :
LEONARD M BROWN
516 BEECH AVE
PATTON PA 16681

DATE OF NOTICE/FECHA DEL AVISO: November 10, 2006

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN 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 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.

..... David S. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE

1
GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

NCO21481

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN

and

CAROL BROWN

TO/ PARA :

NOTICE OF INTENTION TO TAKE DEFAULT

LEONARD M BROWN
516 BEECH AVE
PATTON PA 16681

DATE OF NOTICE/FECHA DEL AVISO: November 2, 2006

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN 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.

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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.

David S. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.

BY:

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE

P10D-2

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PAUL M. SCHOFIELD, JR., ESQUIRE
Identification No.: 81894
21 SOUTH 21ST STREET
PHILADELPHIA, PA 19103
215/988-9600

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

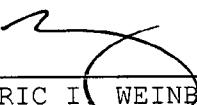
DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN

NOTICE

PURSUANT TO RULE 236 OF THE SUPREME COURT OF PENNSYLVANIA, YOU ARE
HEREBY NOTIFIED THAT A JUDGMENT BY DEFAULT HAS BEEN ENTERED AGAINST
YOU IN THE ABOVE PROCEEDING IN THE AMOUNT OF \$2,406.82. IF YOU HAVE
ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL GORDON & WEINBERG,
P.C. AT 215/988-9600.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
PAUL M. SCHOFIELD, JR., ESQUIRE
Attorney for Plaintiff

Dated: November 22, 2006

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

SLM Education Loan Corporation

Vs.

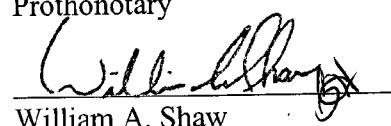
No. 2006-01319-CD

Leonard M. Brown and Carol Brown

To: Leonard M. Brown

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$2,406.82 on November 30, 2006.

William A. Shaw
Prothonotary


William A. Shaw

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

SLM Education Loan Corporation
Plaintiff(s)

No.: 2006-01319-CD

Real Debt: \$2,406.82

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Leonard M. Brown
Carol Brown
Defendant(s)

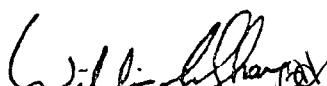
Entry: \$20.00

Instrument: Default Judgment against
Leonard M. Brown ONLY

Date of Entry: November 30, 2006

Expires: November 30, 2011

Certified from the record this 30th day of November, 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

FILED
m11:00pm
NOV 06 2008 3CC & 6 warrants
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts. (60)

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

SLM EDUCATION LOAN CORPORATION
12061 BLUMONT WAY
RESTON, VA 20190

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
516 BEECH AVE
PATTON PA 16668

and

CAROL BROWN
516 BEECH AVE
PATTON PA 16681

and

First Commonwealth Bank
14303 Clearfield Shawville Hwy
Clearfield, PA 16830

GARNISHEE

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,
directed to the Sheriff of Clearfield County;

(1) against

LEONARD M BROWN and CAROL BROWN
defendant(s) and

(2) against

First Commonwealth Bank
garnishee(s)

(3) AMOUNT DUE	\$2,406.82
INTEREST	
from November 30, 2006	\$242.40
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>
 TOTAL	 \$2,769.22

2
FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

SLM EDUCATION LOAN CORPORATION
12061 BLUMONT WAY
RESTON, VA 20190

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
516 BEECH AVE
PATTON PA 16668

and

CAROL BROWN
516 BEECH AVE
PATTON PA 16681

and

First Commonwealth Bank
14303 Clearfield Shawville Hwy
Clearfield, PA 16830

GARNISHEE

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have Legal rights to prevent your property from being taken. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

David S. Meholic, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

SLM EDUCATION LOAN CORPORATION
12061 BLUMONT WAY
RESTON, VA 20190

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
516 BEECH AVE
PATTON PA 16668
and
CAROL BROWN
516 BEECH AVE
PATTON PA 16681
and
First Commonwealth Bank
14303 Clearfield Shawville Hwy
Clearfield, PA 16830
GARNISHEE

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300.00 statutory exemption be

[] (i) set aside in kind (specify property to be set aside in kind):

[] (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: [] in cash; [] in kind (specify property)

;

(b) Social Security benefits on deposit in the amount of \$_____

(c) Other (specify amount and basis of exemption):

I request a prompt Court hearing to determine the exemption.

Notice of the hearing should be given to me at: (include address and telephone)

I verify that the statements made in this Claim for Exemption are true and correct. I Understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATE: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:

Sheriff of Clearfield County
P.O. Box 549
Clearfield, PA 16830
814/765-2641

Note: Under paragraphs (1) and (2) of the writ, a description of specific property to be levied upon or attached may be set forth in the writ or included in a separate direction to the sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided. Under paragraph (3) of the writ, the sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a).

(b) Each court shall by local rule designate the officer, organization or person to be named in the notice.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

SLM EDUCATION LOAN CORPORATION
12061 BLUMONT WAY
RESTON, VA 20190

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
516 BEECH AVE
PATTON PA 16668

and

CAROL BROWN
516 BEECH AVE
PATTON PA 16681

and

First Commonwealth Bank
14303 Clearfield Shawville Hwy
Clearfield, PA 16830

GARNISHEE

INTERROGATORIES IN ATTACHMENT

TO: First Commonwealth Bank - GARNISHEE

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so my result in judgment against you.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.
3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest.

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant(s) had an interest?
5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and what was the consideration thereof?
6. At any time after you were served did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) against you?
7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.
8. If you are a bank or other financial institution, at the time you were served or any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. §8123? If so, identify each account.
9. How much is the value of any property in your possession belonging to the defendant(s)?

3

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 10/30/07

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Copy

SLM EDUCATION LOAN CORPORATION
12061 BLUMONT WAY
RESTON, VA 20190

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
516 BEECH AVE
PATTON PA 16668
and
CAROL BROWN
516 BEECH AVE
PATTON PA 16681
and
First Commonwealth Bank
14303 Clearfield Shawville Hwy
Clearfield, PA 16830
GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

LEONARD M BROWN and CAROL BROWN

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

First Commonwealth Bank
14303 Clearfield Shawville Hwy
Clearfield, PA 16830- **GARNISHEE**

(specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued:

(b) **except as provided in paragraph (c)** the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) **the attachment shall not include funds in an account of the defendant with a bank or other financial institution.**

(i) **in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or**

(ii) **that total \$300.00 or less. If multiple accounts are attached, a total of \$300.00 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42Pa.C.S. §8123.**

(3) if property of the defendant 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) such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE	\$2,406.82
INTEREST	
from November 30, 2006	\$242.40
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>
 TOTAL	\$2,769.22
	125.00

Prothonotary costs (Add)

Prothonotary

BY:

Willie L. Hines

Clerk

DATE:

11/6/08

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

SLM EDUCATION LOAN CORPORATION
12061 BLUMONT WAY
RESTON, VA 20190

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

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PATTON PA 16668

and

CAROL BROWN
516 BEECH AVE
PATTON PA 16681

and

First Commonwealth Bank
14303 Clearfield Shawville Hwy
Clearfield, PA 16830

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$2,406.82
INTEREST	
from November 30, 2006	\$242.40
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>
 TOTAL	 \$2,769.22
	125.00

Prothonotary costs (Add'l)

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 06-1319-CD

SLM EDUCATION LOAN CORPORATION

vs

LEONARD M. BROWN and CAROL BROWN

TO: FIRST COMMONWEALTH BANK, Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 11/28/2008 *rsap* HEARING: PAGE: 104909

DEFENDANT: FIRST COMMONWEALTH BANK, Garnishee
ADDRESS: 14303 CLEARFIELD SHAWVILLE HWY.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

S FILED

0/3/30/08
NOV 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 11/21/08 AT 1142 AM PM SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON FIRST COMMONWEALTH BANK, Garnishee,
DEFENDANT

BY HANDING TO Terri Harrath, tsr-2

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 14303- Cfd-Shawville Hwy Cfd.

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR FIRST COMMONWEALTH BANK, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO FIRST COMMONWEALTH BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy S. Hunter

Deputy Signature

S. Hunter

Print Deputy Name

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

RECEIVED
NOV 24 2008

SLM EDUCATION LOAN CORPORATION
12061 BLUMONT WAY
RESTON, VA 20190

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
516 BEECH AVE
PATTON PA 16668

and

CAROL BROWN
516 BEECH AVE
PATTON PA 16681

and

First Commonwealth Bank
14303 Clearfield Shawville Hwy
Clearfield, PA 16830

GARNISHEE

FILED ^{no cc}
10/33/08
DEC 01 2008 (C)

William A. Shaw
Prothonotary/Clerk of Courts

For all answers to this and the
foregoing Interrogatories, see
Exhibit "A" attached hereto and
made part of hereof.

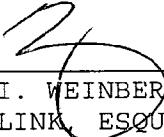
INTERROGATORIES IN ATTACHMENT

TO: First Commonwealth Bank - GARNISHEE

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within twenty (20) days after service upon you. Failure to do so may
result in judgment against you.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.
3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest.

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant(s) had an interest?
5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and what was the consideration thereof?
6. At any time after you were served did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) against you?
7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.
8. If you are a bank or other financial institution, at the time you were served or any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. §8123? If so, identify each account.
9. How much is the value of any property in your possession belonging to the defendant(s)?


FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 10/30/07

EXHIBIT "A"
ANSWERS TO INTERROGATORIES

1. No
2. Yes, checking account number 7110102659 into Leonard M. Brown with a current balance of zero.
3. No
4. No
5. No
6. No
7. Yes, checking account receives recurring deposits which are exempt from attachment
8. No
9. N/A

VERIFICATION

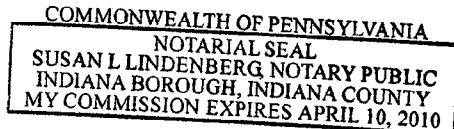
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF INDIANA)

On this 25th day of November 2008 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JAMES BOYLE, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.


James Boyle, Vice President
First Commonwealth Bank

Sworn and subscribed to before me
This 25th day of November 2008

Susan L. Lindenberg
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104909
NO: 06-1319-CD
SERVICES 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: SLM EDUCATION LOAN CORPORATION

vs.

DEFENDANT: LEONARD M. BROWN and CAROL BROWN
TO: FIRST COMMONWEALTH BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	065849	10.00
SHERIFF HAWKINS	GORDON	065849	20.00

S
FILED
01/15/09 LM
DEC 09 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

SLM EDUCATION LOAN CORPORATION
12061 BLUMONT WAY
RESTON, VA 20190

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
516 BEECH AVE
PATTON PA 16668

and

CAROL BROWN
516 BEECH AVE
PATTON PA 16681

and

First Commonwealth Bank
14303 Clearfield Shawville Hwy
Clearfield, PA 16830

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

LEONARD M BROWN and CAROL BROWN

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's(s) interest therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

First Commonwealth Bank
14303 Clearfield Shawville Hwy
Clearfield, PA 16830- GARNISHEE

(specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued:

(b) **except as provided in paragraph (c)** the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) **the attachment shall not include funds in an account of the defendant with a bank or other financial institution.**

(i) **in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or**

(ii) **that total \$300.00 or less. If multiple accounts are attached, a total of \$300.00 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42Pa.C.S. §8123.**

(3) if property of the defendant 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) such other person that he or she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE	\$2,406.82
INTEREST	
from November 30, 2006	\$242.40
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>
 TOTAL	\$2,769.22
	125.00 Prothonotary costs/(Add'l)

Prothonotary

BY:



Clerk

DATE:

11/16/08

Received this writ this 6 day
of Nov. A.D. 2008
At 3:00 A.M. (P.M.)

Chester A. Hawley
Sheriff Myralyn Hamm

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
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WRIT OF EXECUTION

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TOTAL	\$2,769.22
	<u>125.00</u>

Prothonotary costs (Add'l)

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

GORDON & WEINBERG, P.C.
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Commonwealth of Pennsylvania)
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Prothonotary

BY:



Clerk

DATE:

11/16/08

Received this writ this 6 day
of Nov. A.D. 2008
At 3:00 A.M. (P.M.)

Chesler A. Hawley
Sheriff By Marilyn Haskin

GORDON & WEINBERG, P.C.
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JOEL M. FLINK, ESQUIRE
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484/351-0500

S FILED \$7.00 Atty
m/11/30LM ACC Atty Weinberg
DEC 19 2008
William A. Shaw
Prothonotary/Clerk of Courts

SLM EDUCATION LOAN CORPORATION

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 06-1319-CD

LEONARD M BROWN
and
CAROL BROWN
and
First Commonwealth Bank
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment of the defendant's bank
account with First Commonwealth Bank, as Garnishee in the above
entitled matter.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff