

06-2046-CD  
PA State E.C.U. vs J McGonigal

PSECU vs John McGonigal  
2006-2046-CD

**IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA**

**PENNSYLVANIA STATE EMPLOYEES  
CREDIT UNION,**

**Plaintiff**

**vs.**

**JOHN R. MCGONIGAL, III,  
Defendant**

**: NO. 06-2046-CD**  
:  
:  
:  
:  
:  
:  
:  
**: CIVIL ACTION -LAW**

**NOTICE TO DEFEND**

Pursuant to PA RCP No. 1018.1

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 the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you. 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 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 CAN NOT 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. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
(814)765-2641 Ext. 5982

**FILED** per \$85.00 Atty  
M/2:15pm 1cc Shff  
DEC 07 2006 2cc Atty  
(5m)

William A. Shaw  
Prothonotary/Clerk of Courts

**EN LA CORTE DE ALEGATOS COM ÚN DEL CONDADO DE CLEARFIELD,  
PENNSYLVANIA**

<b>PENNSYLVANIA STATE EMPLOYEES</b>	:	NO.
<b>CREDIT UNION,</b>	:	
<b>Plaintiff</b>	:	
	:	
vs.	:	
	:	
<b>JOHN R. MCGONIGAL, III,</b>	:	
<b>Defendant</b>	:	<b>CIVIL ACTION -LAW</b>

**AVISO PARA DEFENDER**  
Conforme a PA Núm. 1018.1

USTED HA SIDO DEMANDO/A EN LA CORTE. Si usted desea defender conta la demanda puestas en las siguientes páginas, usted tienen que tomar acción dentro veinte (20) días después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defenses o objeciones a las demandas puestas en contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado contra usted por la Corte sin más aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACIÓN ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

David S. Meholic, Court Administrator  
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Clearfield, Pennsylvania 16830  
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**IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA**

<b>PENNSYLVANIA STATE EMPLOYEES CREDIT UNION,</b>	:	NO.
<b>Plaintiff</b>	:	
<b>vs.</b>	:	
<b>JOHN R. MCGONIGAL, III,</b>	:	
<b>Defendant</b>	:	<b>CIVIL ACTION -LAW</b>

**COMPLAINT**

AND NOW, comes Plaintiff, Pennsylvania State Employees Credit Union, by and through its attorneys, Melissa L. Van Eck, Esquire and states the following cause of action and in support thereof, avers as follows:

**PARTIES**

1. Plaintiff, Pennsylvania State Employees Credit Union, is a financial institution qualified to conduct business in the Commonwealth of Pennsylvania with offices and/or a place of business situate at 1 Credit Union Place, Harrisburg, Dauphin County, Pennsylvania.
2. Defendant, John R. McGonigal, III, is an adult individual with a last known address of 311 S. 4<sup>th</sup> Street, Apt. F, Clearfield, Pennsylvania 16830.
3. Defendant is, and at all relevant times material hereto has been, the primary loan applicant.

**COUNT I**  
**BREACH OF CONTRACT – AUTOMOBILE DEFICIENCY**

4. Defendant applied to Plaintiff for a loan for the purpose of purchasing a motor vehicle.

5. The loan application submitted by Defendant was approved by Plaintiff and Defendant signed a Loanliner Advance Proceeds Check for the purchase of the vehicle. A true and correct copy of said Loanliner Advance Proceeds Check is attached hereto, incorporated herein and marked as Exhibit "A".

6. Pursuant to the Loanliner Advance Proceeds Check marked as Exhibit "A", Defendant agreed to the terms and conditions of the extension of credit as set forth in the Loanliner Credit and Security Agreement (hereinafter referred to as "Contract"). A true and correct copy of the Loanliner Credit and Security Agreement is attached hereto, incorporated herein and marked as Exhibit "B".

7. Defendant has accepted the monies borrowed from Plaintiff pursuant to the terms and conditions of the Contract marked as Exhibit "B".

8. Various charges and payments were made by Defendant on the account.

9. The vehicle purchased by Defendant was involved in a motor vehicle accident resulting a total loss.

10. Plaintiff received a payment from Defendant's insurance company as a result of the motor vehicle accident.

11. Plaintiff provided a letter to Defendant indicating that there was a resulting deficiency after the sale of the vehicle.

12. Plaintiff has maintained a statement of account keeping an accurate and running amount of debits and credits made on Defendant's account.

13. Plaintiff has submitted to Defendant a copy of the statement of account accurately showing all debits and credits for transactions with Defendant.

14. Defendant has not objected to any of the monthly statements of account submitted by Plaintiff to Defendant.

15. Despite Plaintiff's reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on Defendant's loan account balance, all to the damage of Plaintiff.

16. As of December 5, 2006, the balance due, owing and unpaid on Defendant's loan account with Plaintiff is the sum of Two Hundred Forty-eight Dollars and 23/100 (\$248.23).

17. Pursuant to the terms and conditions of the extension of credit contained in the Contract, Plaintiff is entitled to receive and Defendant agreed to pay an annual interest charge on the principal loan balance.

18. Pursuant to the terms and conditions of the extension of credit as set forth in Exhibit "B", Defendant agreed to pay reasonable attorney's fees and all court and collection costs.

19. Plaintiff has retained the services of Melissa L. Van Eck, Esquire of Van Eck & Van Eck, in the collection of the amounts due and owing by Defendant.

20. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from said law office incident to the within action, and Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

21. The amount of attorney's fees incurred in this matter is the sum of Seventy-four Dollars and 65/100 (\$74.65).

22. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

23. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

**WHEREFORE**, Plaintiff, Pennsylvania State Employees Credit Union, respectfully requests this Honorable Court to enter judgment in favor of Plaintiff and against Defendant, John R. McGonigal, III, in the amount of Two Hundred Forty-eight Dollars and 23/100 (\$248.23), plus interest, reasonable attorney's fees in the amount of Seventy-four Dollars and 65/100 (\$74.65), the costs of this action, and such other relief as the Court deems just and proper.

**COUNT II**  
**BREACH OF CONTRACT – PERSONAL SERVICE LOAN**

24. Paragraphs 1 through 23 are incorporated herein as if more fully set forth.

25. Defendant applied to Plaintiff for a personal service loan. A true and correct copy of said applications are attached hereto, incorporated herein and marked as Exhibit "C".

26. The application submitted by Defendant was approved by Plaintiff.

27. Pursuant to the loan application marked as Exhibit "C", Defendant agreed to the terms and conditions of the extension of credit as set forth in the Loanliner Credit and Security

Agreement (hereinafter referred to as "Contract"). A true and correct copy of the Loanliner Credit and Security Agreement is attached hereto, incorporated herein and marked as Exhibit "B".

28. Defendant has accepted the monies borrowed from Plaintiff pursuant to the terms and conditions of the Contract marked as Exhibit "B".

29. Various charges and payments were made by Defendant on the account.

30. Defendant has defaulted on the loan by failing to make timely and regular payments.

31. The last payment made by Defendant for the personal service loan was on November 24, 2004.

32. Defendant was required under the contract to make regular and timely payments.

33. Plaintiff has maintained a statement of account keeping an accurate and running amount of debits and credits made on Defendant's accounts.

34. Plaintiff has submitted to Defendant a copy of the statement of accounts accurately showing all debits and credits for transactions with Defendant.

35. Defendant has not objected to any of the monthly statements of accounts submitted by Plaintiff to Defendant.

36. Despite Plaintiff's reasonable and repeated demands for payment, Defendant have failed, refused and continues to refuse to pay all sums due and owing on Defendant's loan account balance, all to the damage of Plaintiff.

37. As of December 5, 2006, the balance due, owing and unpaid on Defendants' loan account with Plaintiff is the sum of Four Thousand Three Dollars and 10/100 (\$4,003.10).



38. Pursuant to the terms and conditions of the extension of credit contained in the Contract, Plaintiff is entitled to receive and Defendant agreed to pay an annual interest charge on the principal loan balance.

39. Pursuant to the terms and conditions of the extension of credit as set forth in Exhibit "B", Defendant agreed to pay reasonable attorney's fees and all court and collection costs.

40. Plaintiff has retained the services of Melissa L. Van Eck, Esquire of Van Eck & Van Eck, in the collection of the amounts due and owing by Defendant.

41. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from said law office incident to the within action, and Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

22. The amount of attorney's fees incurred in this matter is the sum of Eight Hundred Dollars and 62/100 (\$800.62).

43. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

44. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

**WHEREFORE**, Plaintiff, Pennsylvania State Employees Credit Union, respectfully requests this Honorable Court to enter judgment in favor of Plaintiff and against Defendant, John R. McGonigal, III, in the amount of Four Thousand Three Dollars and 10/100 (\$4,003.10), plus interest, reasonable attorney's fees in the amount of Eight Hundred Dollars and 62/100 (\$800.62), the costs of this action, and such other relief as the Court deems just and proper.

**COUNT III**  
**BREACH OF CONTRACT – AUTOMOBILE DEFICIENCY**

45. Paragraphs 1 through 44 are incorporated herein as if more fully set forth.

46. Defendant applied to Plaintiff for a loan for the purpose of purchasing a motor vehicle.

47. The loan application submitted by Defendant was approved by Plaintiff and Defendant signed a Loanliner Advance Proceeds Check for the purchase of the vehicle. A true and correct copy of said Loanliner Advance Proceeds Check is attached hereto, incorporated herein and marked as Exhibit "D".

48. Pursuant to the Loanliner Advance Proceeds Check marked as Exhibit "D", Defendant agreed to the terms and conditions of the extension of credit as set forth in the Loanliner Credit and Security Agreement (hereinafter referred to as "Contract"). A true and correct copy of the Loanliner Credit and Security Agreement is attached hereto, incorporated herein and marked as Exhibit "B".

49. Defendant has accepted the monies borrowed from Plaintiff pursuant to the terms and conditions of the Contract marked as Exhibit "B".

50. Various charges and payments were made by Defendant on the account.

51. Plaintiff provided a letter to Defendant stating that the vehicle purchased by Defendant was deemed repossessed. The letter further advises Defendant that unless payment in full was made on the outstanding loan balance, the said vehicle would be sold at a public sale and Defendant will be responsible for any resulting deficiency.

52. As a result of the Defendant failure to cure the default in payment, and pursuant to state law remedies, Plaintiff sold the vehicle at public sale.

53. Plaintiff provided a letter to Defendant indicating that there was a resulting deficiency after the sale of the vehicle.

54. Plaintiff has maintained a statement of account keeping an accurate and running amount of debits and credits made on Defendant's account.

55. Plaintiff has submitted to Defendant a copy of the statement of account accurately showing all debits and credits for transactions with Defendant.

56. Defendant has not objected to any of the monthly statements of account submitted by Plaintiff to Defendant.

57. Despite Plaintiff's reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on Defendant's loan account balance, all to the damage of Plaintiff.

58. As of December 5, 2006, the balance due, owing and unpaid on Defendant's loan account with Plaintiff is the sum of Ten Thousand Eight Hundred Fifty-five Dollars and 62/100 (\$10,855.62).

59. Pursuant to the terms and conditions of the extension of credit contained in the Contract, Plaintiff is entitled to receive and Defendant agreed to pay an annual interest charge on the principal loan balance.

60. Pursuant to the terms and conditions of the extension of credit as set forth in Exhibit "B", Defendant agreed to pay reasonable attorney's fees and all court and collection costs.

61. Plaintiff has retained the services of Melissa L. Van Eck, Esquire of Van Eck & Van Eck, in the collection of the amounts due and owing by Defendant.

62. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from said law office incident to the within action, and Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

63. The amount of attorney's fees incurred in this matter is the sum of Two Thousand One Hundred Seventy-one Dollars and 12/100 (\$2,171.12).

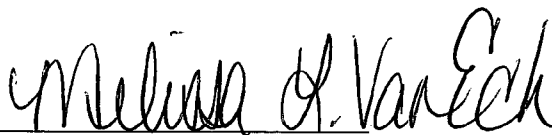
64. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

65. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

**WHEREFORE**, Plaintiff, Pennsylvania State Employees Credit Union, respectfully requests this Honorable Court to enter judgment in favor of Plaintiff and against Defendant, John R. McGonigal, III, in the amount of Ten Thousand Eight Hundred Fifty-five Dollars and 62/100 (\$10,855.62), plus interest, reasonable attorney's fees in the amount of Two Thousand One Hundred Seventy-one Dollars and 12/100 (\$2,171.12), the costs of this action, and such other relief as the Court deems just and proper.

Respectfully submitted,

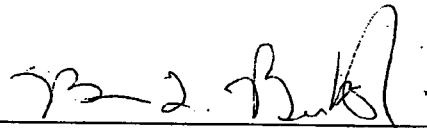
VAN ECK & VAN ECK, P.C.

By:   
Melissa L. Van Eck, Esquire  
Attorney I.D. No. 85869  
P.O. Box 6662  
Harrisburg, PA 17112  
717.540.5406

### VERIFICATION

I, Bonnie L. Berkoski, hereby certify that the following is correct:

The facts set forth in the foregoing Complaint are based upon information which I have furnished to counsel, as well as upon information which has been gathered by counsel and/or others acting on my behalf in this matter. The language of the Complaint is that of counsel and not my own. I have read the Complaint, and to the extent that it is based upon information which I have given to counsel, it is true and correct to the best of my knowledge, information, and belief. To the extent that the content of the Complaint is that of counsel, I have relied upon such counsel in making this Verification. I hereby acknowledge that the facts set forth in the aforesaid Complaint are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Bonnie L. Berkoski

Date: 12/5/06

the financial risk

[illegible]

Main Address: 1 Credit Union Place, Harrisburg, PA 17110-2990 • (717) 234-8484 • (800) 237-7328  
Mailing Address: P.O. Box 67013, Harrisburg, PA 17106-7013 • (717) 777-2100 (TDD) • (800) 472-1967 (TDD)  
by the National Credit Union Administration

[www.psecu.com](http://www.psecu.com)

# LOANLINER.

## ADVANCE PROCEEDS VOUCHER AND SECURITY AGREEMENT

**PSECU**  
the financial link™

Pennsylvania State  
Employees Credit Union  
P. O. Box 67013  
Harrisburg, PA 17106-7013  
(717) 234-8484  
(800) 237-7328

MEMBER NAME JOHN MCGONIGAL PO BOX 58 KARTHAUS, PA 16845-0058	DATE 10/14/2004	MEMBER ACCOUNT NUMBER 48203937878 / L11	NOTE NUMBER 414292
PURPOSE Dealer Purchase			
TRANSACTION TYPE 1. <input type="checkbox"/> NEW LOAN    2. <input type="checkbox"/> OPEN-END LOAN ADVANCE    3. <input type="checkbox"/> OTHER (DESCRIBE)    4. <input type="checkbox"/> HOME EQUITY ADVANCE			

DISBURSEMENT BREAKDOWN AND REPAYMENT SCHEDULE							
YOU HAVE PREVIOUSLY ELECTED TO HAVE THIS ADVANCE INSURED WITH THE FOLLOWING COVERAGE		CREDIT DISABILITY YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		SINGLE CREDIT LIFE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		JOINT CREDIT LIFE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
DAILY PERIODIC RATE (CHANGE IN TERMS ONLY) .013671	ANNUAL PER- CENTAGE RATE 4.990 %	INTEREST RATE IS FIXED <input checked="" type="checkbox"/> VARIABLE <input type="checkbox"/>	AMOUNT REQUESTED + OTHER CHARGES 3,000.00	AMOUNT ADVANCED 3,000.00	PREVIOUS BALANCE 0.00	NEW BALANCE 3,000.00	
PAYMENT 41.53		DUE DATE 11/12/2004		PAYMENT FREQUENCY BI-WEEKLY		PROJECTED LOAN TERM	

SECURITY OFFERED						
IF THIS IS A HOME EQUITY ADVANCE, THE ONLY SECURITY FOR THIS ADVANCE IS THE REAL PROPERTY (IN MOST CASES YOUR HOME) WHICH YOU GAVE AS SECURITY WHEN YOUR ACCOUNT WAS ESTABLISHED.						
IF THIS IS NOT A HOME EQUITY ADVANCE, IN ADDITION TO THE PLEDGE OF SHARES IN YOUR LOANLINER® CREDIT AGREEMENT, THE FOLLOWING PROPERTY SECURES THIS ADVANCE.						
ITEM	PROPERTY	MODEL	YEAR	ID NUMBER	TYPE	VALUE
1.	CHEVROLET	CAVALIER	1994	1G1JF14T5R7293095	CPE	3,375.00
2.						
3.						
4. OTHER						
YOU PLEDGE SHARES AND/OR DEPOSITS OF \$						
IN ACCOUNT NUMBER						
OLD ACCOUNT/LOAN NUMBER	(A) PAYOFF (PRINC. + INT.)	OLD ACCOUNT/LOAN NUMBER	(B) PAYOFF (PRINC. + INT.)	OLD ACCOUNT/LOAN NUMBER	(C) PAYOFF (PRINC. + INT.)	
OLD ACCOUNT/LOAN NUMBER	(D) PAYOFF (PRINC. + INT.)	OLD ACCOUNT/LOAN NUMBER	(E) PAYOFF (PRINC. + INT.)	OLD ACCOUNT/LOAN NUMBER	(F) PAYOFF (PRINC. + INT.)	

By accepting the proceeds or by using the funds advanced and deposited into your share/share draft account, you agree (1) that the property referenced above will secure the advance and any other advances you have now or receive in the future under the LOANLINER® Credit and Security Agreement (the Plan) and any other amounts you owe us for any reason now or in the future in accordance with the terms of the Plan and (2) to make payments as disclosed above in accordance with the terms of the Plan.

#47211690

SCANNED



## Loan Disclosures

### LOANLINER® CREDIT AND SECURITY AGREEMENT

This LOANLINER® Credit and Security Agreement, which includes the Truth in Lending Disclosures, will be referred to as the Plan. The Plan documents include this agreement and an Addendum. You, your and borrower mean any person who signs the Plan. Credit union, we, our and us mean PSECU or anyone to whom the Credit Union transfers its rights under the Plan.

**HOW THIS PLAN WORKS** — This is an open-end, multi-featured credit plan. We anticipate that, from time to time, you will borrow money (called "advances") under the Plan. We are not required to make advances to you under the Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called "subaccounts") available under the Plan, the current interest rate for each subaccount expressed as a daily periodic rate and corresponding annual percentage rate and other charges. It may also have other terms and a schedule for determining the payment amounts.

**CREDIT LIMIT** — We may, but do not have to, establish a credit limit on certain subaccounts. If a credit limit is set for a subaccount, you promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

**REPAYMENT** — You promise to repay all amounts you owe under the Plan plus interest. Payments are due on the last day of the month unless we set a different day at the time of an advance. If the Addendum has no payment schedule for a subaccount, your payment will be determined at the time of each advance. Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may repay all or part of what you owe at any time without any prepayment penalty. Even if you prepay, you will still be required to make the regularly scheduled payments unless we agree in writing to a change in the payment schedule. If you have a joint sharedraft account, you will be responsible for paying all overdraft advances obtained by a joint holder of the sharedraft account. Unless otherwise required by law, payments will be applied to amounts owed under the Plan, in the manner the Credit Union chooses.

**PLAN ACCESS** — You can obtain credit advances in any manner authorized by us. If we allow you to use your ATM/Debit card to access the Plan, you may be liable for the unauthorized use of your ATM/Debit card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your ATM/Debit card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the card is used to obtain unauthorized advances directly from the Plan, your liability will not exceed \$50. If the unauthorized withdrawal is from a sharedraft account, your liability is governed by the Regulation E disclosures you received at the time you received your ATM/Debit card, even if the withdrawal results in an advance being made from your overdraft subaccount.

**FINANCE CHARGE** — The dollar amount you pay for money borrowed is called a "finance charge" and begins on the date of each advance. A finance charge will be computed separately for each separate balance under the Plan. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any additions to the balance have been made. In addition to interest, we may charge other finance charges which are disclosed on the Addendum. If the interest rate is a variable interest rate, the Addendum explains how the variable interest rate works.

**SECURITY** — You pledge as security for the Plan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now and in the future. If a specific dollar amount is pledged for an advance, we will freeze shares in that account to the extent of the outstanding balance for the advance. Otherwise, your pledged shares may be withdrawn unless you are in default. The following paragraph applies in all states except in Ohio, Rhode Island and Massachusetts: We have a statutory lien on the shares and dividends and, if any, the deposits and interest in all individual and joint accounts you have with us and may exercise our rights under the lien to the extent permitted by state law. (We are state chartered if our name does not include the term "Federal Credit Union.") For all borrowers: The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

Additional security for the Plan may be required at the time of an advance. If a subaccount identifies a type of property (such as "New Cars") you must give that type of property as security when you get an advance under that subaccount. A subaccount name such as "Other Secured" means you must provide security acceptable to us when you obtain an advance under that subaccount. Property you give as security will secure all amounts owed under the Plan and all other loans you have with us now or in the future, except any loan secured by your principal dwelling. Property securing other loans you have with us may also secure the Plan.

**CREDIT INSURANCE** — Credit life and/or credit disability insurance is optional under the Plan. If you qualify for and purchase the insurance from us, you authorize us to add the insurance premiums monthly to your loan balance and charge you

interest on the entire balance. If you elect credit insurance, your payments may increase or the period of time necessary to repay your advance may be extended. The credit insurance rates may change during the Plan. If the rates change, we will provide any notices required by applicable law.

**PERIODIC STATEMENT** — On a regular basis you will receive a statement showing all transactions under the Plan during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

**JOINT ACCOUNTS** — If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Plan against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Unless our written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). Any joint account holder may terminate the Plan by giving us prior written notice. If any of you terminate the Plan, the Plan is terminated for all of you. You remain liable individually and jointly for all advances incurred before termination.

**FEES AND CHARGES** — If you give us a security interest in certain types of property, we may charge you a filing fee to perfect our interest in the property. If we do, the amount of the fee will be disclosed to you at the time you obtain an advance. We may also charge you other fees in connection with the Plan. Our current fees are disclosed on the Addendum and will be added to your loan balance unless you pay them in cash.

**UPDATING CREDIT INFORMATION** — You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request, you also agree to provide us updated financial information.

**DEFAULT** — *The following paragraph applies to borrowers in Idaho, Kansas, Maine and South Carolina:* You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

*The following paragraph applies only to borrowers in Wisconsin:* You will be in default if you fail to make a payment when due two times during any 12 month period. You will be in default if breaking any promise made under the Plan materially impairs your ability to repay what you owe or materially impairs the condition, value, or protection of or our right in any property you gave as security.

*The following paragraph applies only to borrowers in Iowa:* You will be in default if you are more than 10 days late in making a payment. You will also be in default if you do not comply with the terms of the Plan and your failure to comply materially impairs any property you gave as security or your ability to repay what you owe under the Plan.

*The following paragraph applies to borrowers in all other states:* You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under the Plan or if anyone is in default under any security agreement made in connection with an advance under the Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens we believe may substantially reduce your ability to repay what you owe. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the property or our security interest in it. You will also be in default under the Plan if you are in default under any other loan agreement with us.

**ACTIONS AFTER DEFAULT** — *The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, South Carolina and West Virginia:* When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Plan without giving you advance notice.

*The following paragraph applies to borrowers in all other states except Wisconsin and Louisiana:* When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

*The following paragraphs apply to borrowers in all states except Wisconsin and Louisiana:* If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect or, if applicable, at the default rate disclosed on the Addendum. If a demand for immediate payment has been made, your shares and/or deposits can be applied towards what you owe as provided in the section above called "Security." We can also exercise any other rights given by law when you are in default.

You agree the Credit Union has the right to take possession of any property given as security under the Plan, without judicial process, if this can be done without breach of the peace. If we ask, you promise to deliver the property at a time and place we choose. If the property is a motor vehicle or boat, you agree that we may



**LOANLINER® Credit and Security Credit Agreement (continued)**

obtain a key or other device necessary to unlock and operate it, when you are in default. We will not be responsible for any other property, not covered by this Agreement, that you leave inside the property or that is attached to the property. We will try to return that property to you or make it available for you to claim.

After we have possession of the property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

You must pay any amount that remains unpaid after the sale money has been applied to any unpaid balance under the Plan. You agree to pay interest on that amount at the same rate as the advance, or, if applicable, at the default rate disclosed on the Addendum, until that amount has been paid.

**The following paragraph applies only to Wisconsin borrowers:** When you are in default and after expiration of any right you have under applicable state law to cure your default, we may require immediate payment of your outstanding loan balance under the Plan and seek possession of property given as security. You may voluntarily give the property to us if you choose, or we may seek to take possession of the property by judicial process. If we repossess the property, you agree to pay reasonable expenses incurred in disposing of the property. If the property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, you will also be required to pay any costs permitted by Section 422.413 of the Wisconsin Statutes. You must pay any amount that remains unpaid after the sale money has been applied to what you owe under the Plan. You agree to pay interest on any unpaid amount at the same rate as the advance, or, if applicable, at the default rate disclosed on the Addendum, until that amount is paid.

If the property is located outside Wisconsin at the time of default, we may take possession of the property without judicial process, if permitted by the state where the property is located.

**The following paragraph applies only to Louisiana borrowers:** When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration. If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default and our rights under any security agreements you have with us.

**CANCELLING OR CHANGING THE PLAN — The following paragraph applies only to borrowers in Illinois:** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change to the interest rate or other charges will apply to future advances.

**The following paragraph applies only to borrowers in Wisconsin:** We can change the terms of the Plan from time to time in accordance with Section 422.415 of the Wisconsin Statutes. You will be notified of any change in terms. An increase in the daily periodic rate under a variable rate interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the credit union cancel the Plan, except to the extent that your liability is limited by Section 422.4155 of the Wisconsin Statutes.

**The following paragraph applies only to borrowers in Iowa:** We can change the terms of the Plan from time to time after giving you any advance notice required by law. A change that increases the rate of finance charge or other charge, that increases the amount of your payments, or that otherwise adversely affects existing balances will apply to existing balances only if you agree to the change or you use the Plan after receiving notice that your use of the Plan means you agree the change applies to existing balances.

**The following paragraph applies to borrowers in all other states:** We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change in the interest rate will apply to future advances, and at our discretion and subject to any requirements of applicable law, will also apply to unpaid balances.

**The following paragraph applies to all but Wisconsin borrowers:** An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the Credit Union cancel the Plan.

**DELAY IN ENFORCING RIGHTS AND CHANGES IN THE PLAN —** We can delay enforcing any of our rights under this Plan any number of times without losing the ability to exercise our rights later. We can enforce this Plan against your heirs or legal representatives. If we change the terms of the Plan, you agree that this Plan will continue to protect us.

**CONTINUED EFFECTIVENESS —** If any part of this Plan is determined by a court to be unenforceable, the rest will remain in effect.

**NOTICE TO UTAH BORROWERS —** This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

**The following is required by Vermont law — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

The following paragraphs apply if you give security in connection with an advance under the Plan. They apply to borrowers in all states except Louisiana. Louisiana borrowers will execute a separate security agreement. Borrowers in other states may also be asked to execute a separate security agreement.

**THE SECURITY FOR THE PLAN —** You give us what is known as a security interest in all property described in any receipt, voucher or other document you receive for an advance ("the Advance"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the Advance or any extensions, renewals or refinancing of the Advance. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give us more property as security if asked to do so.

**WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS —** The security interest secures the Advance described in the receipt, voucher or any other document you receive at the time of the Advance and any extensions, renewals or refinancings of the Advance. It also secures any other advances you have now or receive in the future under the Plan and any other amounts or loans, including any credit card loan, you owe us for any reason now or in the future, except any loan secured by your principal residence. If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the property will secure only the Advance and not other amounts you owe.

**OWNERSHIP OF THE PROPERTY —** You promise that you own all property you give as security or if the Advance is to buy the property, you promise you will use the Advance for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told us about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until the Advance is repaid. You promise you will allow no other security interest or lien to attach to the property either by your actions or by operation of law.

**PROPERTY INSURANCE, TAXES AND FEES —** You must maintain property insurance on all property that you give as security under the Plan. You may purchase the property insurance from anyone you choose who is acceptable to the Credit Union. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the property is lost or damaged, we can use the insurance settlement to repair the property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy. You also promise to pay all taxes and fees (like registration fees) due on the property.

If you do not pay the taxes or fees on the property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the advance and you will pay interest on those amounts at the same rate you agreed to pay on the advance. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to an advance may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of an advance, we may increase your payments to pay the amount added within the term of the insurance or approximate term of the advance.

**INSURANCE NOTICE —** If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.

**PROTECTING THE SECURITY INTEREST —** If your state issues a title for the property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You also promise to do whatever else we think is necessary to protect our security interest in the property. You promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the property, to the extent permitted by applicable law.

**USE OF PROPERTY —** Until the Advance has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the property or changing the address where the property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the property. (5) Promptly notify us if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose. (7) Not to retitle property in another state without telling us.

**NOTICE TO NORTH DAKOTA BORROWERS PURCHASING A MOTOR VEHICLE —** THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

**NOTICE FOR ARIZONA OWNERS OF PROPERTY —** It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

## BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. You are advised to read your monthly statement and review it for any error discrepancies or unauthorized transactions.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT.** If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. You are required to notify us in writing within 60 days following the date on which we sent your statement wherein the error or problem first appeared regarding any discrepancy or unauthorized transactions on your account. Failure to notify us may result in your acceptance of any responsibility for payment or reimbursement to us for any such error or discrepancy on your account. Write to us as soon as possible. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

If you have authorized us to pay a credit card account automatically from your share account or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE** - We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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

**SPECIAL RULE FOR CREDIT CARD PURCHASES** — If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

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

## VISA® CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE

In this Agreement, the words **you** and **your** means each and all of those who apply for the card or who signs this Agreement. **Card** means the Visa Credit Card and any duplicates and renewals we issue. **Account** means your Visa Credit Card Line of Credit account with us. **We**, **us**, and **ours** means this Credit Union.

**1. RESPONSIBILITY** — If we issue you a card, you agree to repay all debts and the Finance Charge arising from the use of the card and the card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for charges made by anyone else to whom you give the card, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the account for new transactions if you so request and return all cards. Your obligation to pay the account balance continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account.

**2. LOST CARD NOTIFICATION** — If you believe the card has been lost or stolen, you will immediately call the Credit Union at (717) 234-8484 or (800) 237-7328. After hours call (800) 556-5678.

**3. LIABILITY FOR UNAUTHORIZED USE** — You agree to notify us immediately, orally or in writing of the loss, theft or unauthorized use of your Credit Card. You may be liable for the unauthorized use of your Credit Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your Credit Card, unless you are grossly negligent in the handling of your Card. In any case, your liability will not exceed \$50.

**4. CREDIT LINE** — If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the card. You agree not to let the account balance exceed this approved Credit Line. Each payment you make on the account will restore your Credit Line by the amount of the payment which is applied to the principal. You may request an increase in your Credit Line only by written application to us, which must be approved by our credit committee or loan officer. By giving you written notice we may reduce your Credit Line from time to time, or with good cause, revoke your card and terminate this Agreement. Good cause includes your failure to comply with this Agreement or any other agreement with us, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the account balance. The cards remain our property and you must recover and surrender to us all cards upon our request and upon termination of this Agreement.

**5. CREDIT INFORMATION** — You authorize us to investigate your credit standing when opening, renewing or reviewing your account, and you authorize us to disclose information regarding your account to credit bureaus and other creditors who inquire of us about your credit standing.

**6. MONTHLY PAYMENT** — We will mail you a statement every month showing your Previous Balances of purchases and cash advances, the current transactions on your account, the remaining credit available under your Credit Line, the New Balances of purchases and cash advances, the Total New Balance, the Finance Charge due to date, and any other billed fees, and the Minimum Payment required. Every month you must pay at least the Minimum Payment within 25 days of your statement closing date. By separate agreement you may authorize us to charge the minimum payment automatically to your share or checking account with us. You may, of course, pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and you will reduce the finance charge by doing so. If your monthly payment exceeds the total credit line balance owed, we will automatically post the credit to your S1 shares.

The minimum payment will be (a) 2% of your Total New Balance, rounded up to the next even dollar, or (b) \$20.00, whichever is greater. In addition, at any time your Total New Balance exceeds your Credit Line, you must immediately pay the excess upon our

demand. We will apply payments in the following manner: first to previous late fees, then to previous cash advances finance charges, then to previous purchase finance charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order that they were posted to your account, then to current cash advance balances, and then to current purchase balances.

**7. FINANCE CHARGES** — You can avoid the Finance Charge on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and the subsequent purchases from the date they are posted to your account, will be subject to Finance Charge. Cash advances are always subject to Finance Charge from the date they are posted to your account.

**Purchases:** We calculate your finance charge by multiplying the average adjusted daily balance (see explanation below), including new purchases, for the billing cycle by the monthly periodic purchase rate and corresponding **ANNUAL PERCENTAGE RATE** as disclosed on the Addendum.

**Cash Advances:** We calculate your finance charge on cash advances by multiplying the average adjusted daily balance (see explanation below) for cash advances during the billing cycle by the monthly periodic advance rate and corresponding **ANNUAL PERCENTAGE RATE** as disclosed on the Addendum.

### Balance Computation Method

**Average Daily Balance for Purchases** - The Average Daily Balance for Purchase Transactions is calculated by adding the Daily Balances (Purchase Transaction) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. To calculate the Daily Balance for purchases each day, we take the following steps: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which amounts are posted to your account, we add the amounts of all debits and subtract the amounts of all credits or payments which post to your account that day. After applying payments and credits, we subtract the amount of any unpaid Finance Charges or Late Charges. Then we also subtract the amount of any Cash Advance transactions that posted to your account on that day or in any previous day in the billing cycle. This gives us the Daily Balance for purchases.

**Average Daily Balance for Cash Advances** - Cash Advance Transactions which are posted to your account are not included in the Average Daily Balance calculation for purchases, and are therefore not subject to the monthly periodic rate for purchases. The Average Daily Balance is calculated separately for Cash Advances and is subject to the Cash Advance Monthly Periodic Rate. The Average Daily Balance for Cash Transactions is calculated by adding the Daily Balances (Cash Transaction) for each day in the billing cycle, and then dividing by the number of days in the billing cycle. To calculate the Daily Balance for cash each day, we take the following steps: We take the outstanding balance (all amounts you owe) at the start of the day. Then, in the sequence in which amounts are posted to your account, we add the amounts of all debits and subtract the amounts of all credits or payments which post to your account that day. After applying payments and credits, we subtract the amount of any unpaid Finance Charges or Late Charges. Then we also subtract the amount of any Purchase Transactions that posted to your account on that day or in any previous day in the billing cycle. This gives us the Daily Balance for Cash Advance Transactions. **Note: Cash Advances are always subject to finance charges and from the day they are posted to your account.**

Payments are applied in the following manner: first to previous late fees, then to previous cash advances finance charges, then to previous purchase finance charges, then to current late fees, then to previous cash advance balances, then to previous purchase balances in the order that they were posted to your account, then to current cash advance balances, and then to current purchase balances. Credits are applied first to the particular type of debt which is being credited, if any, and then to the balance of your account.

### **Visa® Credit Card Agreement and Truth In Lending Disclosure (continued)**

Note also that if the total of the payments and credits which are posted to your account by the Payment Due Date shown on a statement is equal to or exceeds the New Balance shown on that statement, we will not apply the Monthly Periodic Rate to your Account on your next statement.

**8. DEFAULT** — You will be in default if you fail to make any Minimum Payment within 25 days after your monthly statement closing date. You authorize us to transfer funds sufficient to make the minimum payment due if your Visa loan is in default. You agree that we may temporarily suspend your ATM card access if your Visa payment is due for a period exceeding 30 days. You will also be in default if your ability to repay us is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, your death or your failure to abide by this Agreement, or if the value of our security interest materially declines. We have the right to demand immediate payment of your full account balance if you default, subject to our giving you any notice required by law. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorney fees.

**9. USING THE CARD** — To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the card to a participating Visa plan merchant, or another financial institution, and sign the sales or cash advance draft which will be imprinted with your card. The other is to complete the transaction by using your Personal Identification Number (PIN) in conjunction with the card in an Automated Teller Machine or other type of electronic terminal that provides access to the Visa system. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. The monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sale, cash advance, credit or other slips cannot be returned with the statement. You will retain a copy of such slips furnished at the time of the transaction in order to verify the monthly statement. The Credit Union may make a reasonable charge for photocopies of slips you may request.

**10. OVERDRAFT OPTION** — If you elect to overdraft to your PSECU Visa Credit Card, that election is subject to the existing credit limit and the agreement it represents and the current loan policy at the time of the overdraft. You also understand that an overdraft will be considered the same as a cash advance on your PSECU Visa Credit Card and that the current Annual Percentage Rate for cash advances will apply.

**11. RETURNS AND ADJUSTMENTS** — Merchants and others who honor the card may give credit for returns and adjustments, and they will do so by sending us a credit slip which we will post to your Visa line of credit. If your credit and payments exceed what you owe us, we will automatically post the excess credit balance to your S1 Shares within 75 days. If the balance is one dollar or more, upon your written request, we will refund the credit balance to you.

**12. FOREIGN TRANSACTIONS** — The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or a government-mandated rate in effect for the applicable central processing date. In each instance, an adjustment may be assessed based on the ISA fee imposed by Visa. This fee, which totals 1% of the transaction amount, will be assessed on all transactions where the merchant country differs from the country of the card issuer.

**13. DISPUTED TRANSACTIONS** — If you disagree or find an error with a Visa

transaction, and have tried in good faith to correct the problem with the merchant or the charges are the result of unauthorized or fraudulent use, or your purchase cost more than \$50 and was made from a plan merchant in your state within 100 miles of your home, contact PSECU. You are required to notify PSECU in writing within 60 days following the date on which we sent your statement wherein the error or problem first appeared regarding any discrepancy or unauthorized transaction on your account. Telephoning PSECU does not preserve your dispute rights. You may be required to provide us with documentation to support your dispute claims. In addition, you may be required to complete a standard dispute form outlining the details of your dispute. In cases of fraudulent card use, PSECU will also require a notarized affidavit. In some cases we may ask you to notify the local authorities.

If we do not receive the proper requested documentation in the time specified you may be held responsible for the transaction(s) in question. PSECU must adhere to strict dispute timeframes set forth by Visa.

**14. SECURITY INTEREST** — To secure your account, you grant us a purchase money security interest under the Uniform Commercial Code in any goods you purchase through the account. If you default, we will have the right to recover any of these goods which we have not been paid for through our application of your payments in the manner described in the Monthly Payment section. With respect to this account only, we will not assert any statutory right we may have if you are in default to prevent withdrawal of your unpledged credit union shares (Deposits) below the unpaid balance of your account. However, if you give or have given us a specific pledge of your credit union shares (Deposits) by signing the Pledge of Shares or otherwise, or any other security interests for all your debts, your account will be secured by your pledged shares (Deposits) and by the property described in those other security agreements, except for your home.

**15. EFFECT OF AGREEMENT** — This Agreement is the contract which applies to all transactions on your account even though the sales, cash advance, credit or other slips you sign or receive may contain different terms. We may amend the Agreement from time to time by sending you the advance written notice required by law. Your use of the card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing account balance as well as to future transactions.

**16. LATE PAYMENT CHARGE** — If your Minimum Payment is not received by the first day of the month following your due date, you will be subject to a \$20 charge.

**17. RUSH FEES** — You may incur additional charges for rush processing and rush delivery of cards and/or PIN mailer.

**18. OVER LIMIT FEE** — A \$20 fee will be applied for each monthly statement closing date on which the outstanding balance exceeds the assigned credit limit by more than \$100.

**19. DRAFT COPIES** — You may incur an additional charge for transaction summary/sale draft documentation.

**20. COPY RECEIVED** — You acknowledge receipt of a copy of this Agreement.

**21. ILLEGAL TRANSACTIONS PROHIBITED** — You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

**22. NO USE** — Inactive Visa accounts that have no purchase or cash activity may be closed without notice to you after 18 months of no activity.

**23. NEURAL NETWORK** — PSECU uses neural network systems to predict and prevent unauthorized transactions. There may be occasions when a transaction is declined because it is indicative of possible fraudulent activity.

### **ELECTRONIC FUNDS TRANSFER, ATM AGREEMENT AND REGULATION "E" DISCLOSURE**

**ATM CARD CARDHOLDER AGREEMENT** — The Undersigned (you or your), in consideration of THE PENNSYLVANIA STATE EMPLOYEES CREDIT UNION (we, our and us) issuing to you an ATM CARD, hereby agree to be legally bound by the following terms and conditions. You agree that the use of your ATM card(s) constitutes acceptance of the terms and conditions of this Agreement. You understand that ATM is a credit-related service and you authorize PSECU to obtain a credit report on any users of this account.

**1. ACCOUNTS AND USES OF ATM CARD** — You have the account(s) (including Checking and Regular Shares), which we set forth on your application form with this Agreement. You hereby request that we issue to you one or more ATM CARD(s) to be used in connection with such accounts as described in this Agreement.

You understand you may use the ATM CARD at a STAR SYSTEMS® ATM to (1) withdraw cash from, (2) make or arrange for deposits in, (3) effect transfers to or from your account, (4) receive information regarding the balance in your account(s) or (5) make cash advances from your credit account(s) in the amounts you request. You may also use automated teller machines throughout the United States and in certain foreign countries which bear the PLUS SYSTEM® name and logo (1) to make withdrawals from, (2) effect transfers to or from, (3) receive information regarding the balances in your Checking or Regular shares. If you have a Personal Service Loan approved and in place, you may also make a cash advance from your PSL. You further understand you may use the ATM CARD to purchase goods and services ("Purchase") at any retail establishment ("Merchant") where ATM CARDS are accepted by such Merchant. If you use the ATM CARD to make a Purchase to obtain cash, if permitted by the Merchant, you shall be requesting us to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from your Checking Shares and directing or ordering us to pay such funds to the Merchant.

You request that we will provide to you such other services or access to other ATM systems or networks using the ATM CARD which we may later make available and which we advise you are offered in connection with your account(s) set forth on your application form. You also understand that from time to time you may request in writing that we provide access to additional accounts of yours through the ATM CARD we have issued to you. You agree that the uses of the ATM CARD described

in this Agreement shall be subject to the rules and regulations of each account which is accessed by such Card.

#### **2. USE OF PERSONAL IDENTIFICATION NUMBER ("PIN") WITH ATM CARD**

You understand that a STAR SYSTEMS or a PLUS SYSTEM ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You acknowledge that the Personal Identification Number or PIN which you use with the ATM CARD is your signature, identifies the bearer of the Card to the STAR SYSTEMS ATM, PLUS SYSTEM ATM, or other network ATM and authenticates and validates the directions given just as your actual signature and other proof identify you and authenticate and validate your directions to a human teller. You also understand that a Merchant which accepts the ATM CARD for a Purchase transaction may have an electronic terminal (Merchant operated or Self-Service) which requires the use of your PIN and when your PIN is used at a Merchant's terminal, it will authenticate and validate the directions given just as your actual signature will authenticate and validate your directions given to us. You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the ATM CARD is a security device for your account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.

**3. LIABILITY FOR UNAUTHORIZED TRANSACTIONS** — You agree to contact us at once if you believe the ATM CARD(s) issued to you or PIN has been lost or stolen or money is missing from your account(s). You also agree that if your monthly statement shows transactions which you did not make, and you do not contact us within 60 days after the statement was mailed to you, you may not get any money lost after that time. YOU AGREE THAT IF YOU GIVE YOUR ATM CARD(s) AND PIN TO SOMEONE ELSE TO USE YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(s) BY THEM. You could lose all your money in the account(s) if you take no action to notify PSECU of the loss of your ATM CARD or PIN. Safeguard your Personal Identification Number (PIN). Do not tell or disclose your PIN to any other person. Do not write your PIN on your ATM CARD. Do not keep a written record of your PIN near your ATM CARD. Do not choose a PIN that is easily identifiable.

**Electronic Funds Transfer, ATM Agreement and Regulation "E" Disclosure**  
**(continued)**

A new card may be ordered for you at that time and a "hold" will be placed on your old card. After such time, if you find your old card, destroy the old card by cutting it in half. If you attempt to use your old card, it will not work.

**4. CHARGES** — You agree to pay a 50 cent charge for each deposit or withdrawal exceeding 15 a month. You agree to pay the 50 cent penalty charge on any cash disbursement transaction (loan advance or share withdrawal) that is less than \$20. You agree to pay a 25 cent charge on each balance inquiry. You may incur a charge for any adjustment that needs to be made to your account resulting from an error you made while making a deposit at an Automated Teller machine (ATM). You agree to pay the charges or transaction fees which are charged by us for these services or for services which may later be offered as such fees or charges may be imposed or changed from time to time.

**5. DEPOSITS** — You agree that when you make a deposit at a STAR SYSTEMS ATM that we have the right to verify the deposit before we make the money available to you. If you deliver cash, checks or other items to a STAR SYSTEMS ATM, you understand and acknowledge that the funds from your deposit may not be available for immediate withdrawal and that the availability of your deposit shall depend on our rules and regulations regarding the particular account in which you are making a deposit, the items that you are depositing and whether the deposit is made at a STAR SYSTEMS ATM that is owned by us or another financial institution. You also understand and acknowledge that not all STAR SYSTEMS ATMS may accept deposits and some STAR SYSTEMS ATMS may limit the amount of funds which may be deposited and that we may not control these limits.

**6. LIABILITY** — If the ATM CARD is issued for a joint account, you agree to be jointly and severally liable under the terms of this Agreement and the agreement for such account. You agree that if you make deposits or payments to your account(s) with items other than cash (checks, drafts or other items) and we make funds available to you from such deposits prior to their collection, you agree that we may deduct the amounts of such funds from your account(s) which are not collected or, if the funds in your account(s) are insufficient at such time, you will promptly pay to us any amount of such funds which are not collected.

**7. AMENDMENT OF THIS AGREEMENT** — You agree that from time to time we may amend or change the terms of this agreement including amendments or changes to add further ATM CARD services or to amend or change the charges for these services. We may do so by notifying you in writing of such amendments or changes and your use of the ATM CARD after the effective date of any such amendment or change shall constitute your acceptance of and agreement to such amendment or change.

**8. OWNERSHIP** — You agree that the ATM CARD is our property and you will surrender it to us upon our request. You agree that the ATM CARD is non-transferable.

**9. DISCLOSURES** — You hereby acknowledge receipt of the disclosure statement informing you of your rights under the Electronic Funds Transfer Act and a copy of this Agreement.

**REGULATION "E" DISCLOSURE**

**1. ELECTRONIC CHECK CONVERSION/ELECTRONIC RETURNED CHECK FEES** — If you pay for something with a check or share draft, you may authorize it to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**2. SUMMARY OF CONSUMER LIABILITY** —

• **ATM, ACH and SST** — Tell us at once if you believe your card has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you believe your card has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without your permission.

If you do not tell us within two business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason such as a long trip or a hospital stay kept you from telling us, we will extend the time periods.

**3. TELEPHONE NUMBER AND ADDRESS TO NOTIFY OF UNAUTHORIZED TRANSFERS** —

- **ATM** — Contact PSECU at (800) 237-7328 EXT 3808 (nationwide) or (717) 234-8484 (in Harrisburg). After hours, follow the menu options on PSECU's voice mail system to report a lost or stolen card. *For Visa Credit or Debit Cards, follow the directions for Lost Card Notification under the Visa Credit Card Agreement and Truth-in-Lending Disclosures section of this document.*
- **ACH and SST** — Contact PSECU at (800) 237-7328 (nationwide) or (717) 234-8484 (in Harrisburg).

Or write to us at:

Pennsylvania State Employees Credit Union  
P.O. Box 67013  
Harrisburg, PA 17106-7013

PSECU Business Hours:

8:00 a.m. - 5:00 p.m. M - F  
TDD (800) 472-1967 Nationwide  
(717) 777-2100 in Harrisburg

**4. FINANCIAL INSTITUTION'S BUSINESS DAYS** —

- **ATM, ACH and SST** — PSECU's Business Days are Monday through Friday, Holidays not included.

**5. TYPES OF ELECTRONIC TRANSFERS A CONSUMER MAY MAKE** —

- **ATM** — Balance inquiries on checking, savings and PSL; withdrawals from checking/savings; cash advance from PSL; deposits to checking/savings; purchase goods and services at any accepting retail establishment.
- **ACH** — Preauthorized debits and credits to checking and savings.
- **SST** — Balance inquiries and transaction histories on all share, certificate and loan accounts; transfers from any share to another share or loan account from your PSL to any share or loan account; withdrawals from any share except IRA shares or certificates.

**6. ANY CHARGES FOR ELECTRONIC FUNDS TRANSFERS OR FOR THE RIGHT TO MAKE TRANSFERS** —

- **ATM** — Fifty cents for each disbursement (cash advance or withdrawal) less than \$20; fifty cents for each transaction over 15 per month; 25 cent for each balance inquiry; and there may be an additional charge for any adjustment that needs to be made to the account of any member who makes an error while depositing at an Automated Teller machine (ATM).
- **ACH** — \$30 service charge for insufficient funds for each electronic transfer.
- **SST** — none

**7. SUMMARY OF CONSUMER'S RIGHT TO RECEIVE DOCUMENTATION OF EFT'S** —

- **ATM** — You are entitled to receive a printed receipt at the time of each transaction. You will receive a monthly statement showing the status of your account, any transactions made during the month, and any penalties or charges PSECU may impose during the month.
- **ACH and SST** — You will receive a monthly statement showing the status of your account, any transactions made during the month, and any penalties or charges PSECU may impose during the month.
- If you have arranged to have a direct deposit made to your account at least once every 60 days from the same person or company, you can call us at (800) 237-7328 to find out whether or not the deposit has been made.

**8. STOP PAYMENT RIGHTS — PRE-AUTHORIZED TRANSFERS** —

- **ATM and SST** — Not applicable.
- **ACH** — Right to Stop Payment and Procedures for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (800) 237-7328 (Nationwide) or (717) 234-8484 (Harrisburg) or write us at: Pennsylvania State Employees Credit Union, P.O. Box 67013, Harrisburg, PA 17106-7013, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, unless we request and do not receive written confirmation of an oral stop payment within 14 days and the transfer takes place after 14 days, or you fail to give us proper instructions that would enable us to place the stop on the transfer.

**9. SUMMARY OF THE FINANCIAL INSTITUTION'S FAILURE TO MAKE OR STOP CERTAIN TRANSFERS** —

- **ATM** — If PSECU fails to complete a transaction on time or in the correct amount, when properly instructed by you, PSECU will be liable for damages caused by our failure unless: (1) there are insufficient funds in your account to complete the transfer; (2) the funds in your account are uncollected; (3) the funds are subject to legal process; (4) the transaction you request would exceed the funds in your account plus any available overdraft protection; (5) the STAR Systems, PLUS system has insufficient cash to complete the transaction; (6) your card has been reported lost or stolen and you are using the reported card; (7) PSECU has reason to believe that the transaction requested is unauthorized; (8) the failure is due to an equipment breakdown that you know about when you started the transaction at the STAR Systems, PLUS System; (9) the failure was caused by an act of God, fire, or other catastrophe, or by any other cause beyond control; (10) if you attempt to complete a transaction that, at a STAR Systems, PLUS System, or merchant terminal that is not a



**Electronic Funds Transfer, ATM Agreement and Regulation "E" Disclosure**  
(continued)

permissible transaction listed above; or, (11) the transaction would exceed the security limitations on the use of your ATM CARD.

- **ACH and SST** — If PSECU fails to complete a transaction on time or in the correct amount, when properly instructed by you, PSECU will be liable for damages caused by our failure unless: (1) there are insufficient funds in your account to complete the transfer; (2) the funds in your account are uncollected; (3) the funds are subject to legal process; (4) the transaction you request would exceed the funds in your account plus any available overdraft credit; (5) PSECU has reason to believe that the transaction requested is unauthorized; (6) the failure was caused by an act of God, fire, or other catastrophe, or by another cause beyond control. In any case, PSECU shall be liable only for actual proven and not consequential damages if the failure to make the transaction resulted from a bona fide error despite PSECU's procedures to avoid such errors.

**10. DISCLOSURE TO THIRD PARTIES —**

- **ATM, ACH and SST** — PSECU will disclose information about your account to third parties: (1) when it is necessary to complete transactions; (2) to verify the existence and standing of your account with PSECU upon request of third party, such as a credit bureau; (3) to comply with government agency or court orders; (4) in accordance with your written permission; (5) to comply with government or administrative agency summonses, subpoenas, or court orders; (6) on receipt of certification from a Federal Agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978; Regulation P, Privacy of Consumer Financial Information; and (7) when it is necessary to take legal action to recover shares.

**11. STAR SYSTEMS SERVICES —**

- **ATM Only** — You may use your ATM CARD with your Personal Identification Number (PIN) at STAR SYSTEMS located in Delaware, Maryland, New Jersey and Pennsylvania to conduct any of the following transactions for the accounts accessed by your ATM CARD.
  - a) Determine the account balance(s) of your Checking your Regular Shares, and your Personal Service Loan (PSL).
  - b) Withdraw cash from your Checking and your Regular Shares.
  - c) Make a cash advance from your Personal Service Loan (PSL).
  - d) Deposit currency, checks, or drafts (coins are not acceptable) for transmission to PSECU for deposit in your Checking and your Regular Shares.

**NOTE:** There are limited locations in Maryland where deposits may be made.

We wish to inform you that some ATMs located in these areas may only provide access to your Checking, your Regular Shares, and your Personal Service Loan. Not all ATMs may accept deposits. There may also be limits on the amount of funds which you may deposit in certain ATMs.

**12. PLUS SYSTEM® SERVICES —**

- **ATM Only** — You may use your ATM CARD with your Personal Identification Number (PIN) at any PLUS SYSTEM automated teller machine (PLUS SYSTEM ATM) located throughout the United States, Puerto Rico, Canada, Great Britain and Japan to conduct any of the following transactions on the accounts accessed by your ATM CARD.
  - a) Determine the account balance(s) of your Checking, your Regular Shares, and your Personal Service Loan (PSL).
  - b) Withdraw cash from your Checking and your Regular Shares.
  - c) Make a cash advance from your Personal Service Loan (PSL).

**NOTE:** Deposits are not available through PLUS SYSTEM ATMs.

These are the STAR SYSTEMS services currently available through the PLUS SYSTEM network. Other services may be offered in the future.

**13. OTHER ATM NETWORK ACCESS —**

- **ATM Only** — From time to time, PSECU may make arrangements with other ATM networks to grant access to ATM CARDS. PSECU shall inform you when such arrangements are made and describe the services that are available to you. Any charges will also be described.

**14. PURCHASE TRANSACTIONS —**

- **ATM Only** — You may use the ATM CARD to purchase goods and services ("Purchase") at any retail establishment ("Merchant") where ATM CARDS are accepted by such Merchant. The amount of all such Purchases will be deducted from your Checking. When you make a Purchase using the ATM CARD, you will be requesting PSECU to withdraw funds from your Checking in the amount of the Purchase and directing PSECU to pay these funds to such Merchant.

**15. LIMITATIONS ON THE USE OF YOUR ATM CARD —**

- **ATM Only** — You may withdraw up to \$500 per day from one or a combination of your accounts by using a ATM CARD provided the funds are available at a STAR SYSTEMS or PLUS SYSTEM ATM. In addition, you may withdraw/purchase up to \$500 at point of sale locations. PSECU reserves the

right to reduce this daily limit at any time. In the event that your daily limit is less than \$500, PSECU will advise you of the new limitation. The day for withdrawal limits starts at 12 midnight each day and ends at 12 midnight the next day. For security purposes, there are also certain daily limitations on the frequency of use of the ATM CARD. However, these limitations are not revealed for security reasons. The Pennsylvania State Employees Credit Union is not obliged to maintain such limitations.

You will be denied use of your ATM CARD if you exceed the daily withdrawal/purchase limit, if you do not have adequate funds available in your account, do not enter the correct Personal Identification Number (PIN), or exceed the frequency of usage limitation. The receipt provided by the STAR SYSTEMS or PLUS SYSTEM ATM or Merchant terminal will notify you of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit will result in machine retention of our ATM CARD. The number of attempts that result in machine retention is not revealed for security purposes.

**16. ERROR RESOLUTION PROCEDURES —**

- **ATM, ACH and SST** — In case of errors or questions about your transactions: Direct inquiries to PSECU at (800) 237-7328 Nationwide, TDD (800) 472-1967 Nationwide, (717) 777-2100 in Harrisburg, or write PSECU at: Pennsylvania State Employees Credit Union, P.O. Box 67013, Harrisburg, PA 17106-7013, as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. PSECU must hear from you no later than 60 days after it sent you the first statement on which the problem or error appeared. You must provide the following information: (a) Your name, account number, and ATM CARD number (if a ATM transaction), or reference number (if Self-Service Telephone Transaction); (b) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need the information, and; (c) The dollar amount of the suspected error.

If you tell PSECU orally, you must send your complaint or question in writing within 10 business days. PSECU will tell you the results of the investigation within 10 business days for STAR SYSTEMS, PLUS SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT TRANSACTIONS, or 20 days for STAR SYSTEMS purchase transactions. If we need more time, however, we may take up to 45 days for STAR SYSTEMS, PLUS SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT TRANSACTIONS or 90 days for STAR SYSTEMS purchase transactions. If PSECU decides to do this, it will recredit your account within 10 business days for the amount you think is in error if it is a STAR SYSTEMS, PLUS SYSTEM, SELF-SERVICE TELEPHONE, or DIRECT DEBIT/CREDIT transaction, or 20 business days if it is a STAR SYSTEMS purchase transaction. You will have the use of the money during the time it takes to complete the investigation. If PSECU does not receive your complaint or question in writing within 10 business days, PSECU may not recredit your account. If PSECU decides there is no error, you will be advised within three business days after the investigation is completed. You may ask for copies of the documents PSECU used in the investigation. If PSECU credits your account while investigating, you must repay those funds if PSECU concludes no error has occurred.

**17. ATM SURCHARGE —** If you use an ATM that is not operated by us, you may be charged a fee by the ATM operator and by any national, regional or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction.

**Notice To Consumers Using ATM's**

- Be alert to your surroundings. If you doubt the safety of a particular location, choose another ATM.
- If the ATM has an entry door, close the door prior to initiating your transaction.
- Put your cash away immediately.
- Direct complaints concerning ATM security to an appropriate department of the owner of the ATM. New Jersey residents: you may call the New Jersey Department of Banking at (609) 292-7272.

**For those members who purchase a vehicle under the DRIV Program, please review the following FTC Notice:**

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**Pennsylvania State Employees Credit Union**

PO Box 67013, Harrisburg, PA 17106-7013



**PSL Minimum Payment Ranges (per thousand portion thereof)\*\***

**FIRST PAYMENT:** Your first payment is due and payable within 30 days from the date of the loan advance.

Loan Balance at Time of Advance	Minimum Monthly Payment	Minimum Biweekly Payment
19,000.01 to 20,000.00	400	200
18,000.01 to 19,000.00	380	190
17,000.01 to 18,000.00	360	180
16,000.01 to 17,000.00	340	170
15,000.01 to 16,000.00	320	160
14,000.01 to 15,000.00	300	150
13,000.01 to 14,000.00	280	140
12,000.01 to 13,000.00	260	130
11,000.01 to 12,000.00	240	120
10,000.01 to 11,000.00	220	110
9,000.01 to 10,000.00	200	100
8,000.01 to 9,000.00	180	90
7,000.01 to 8,000.00	160	80
6,000.01 to 7,000.00	140	70
5,000.01 to 6,000.00	120	60
4,000.01 to 5,000.00	100	50
3,000.01 to 4,000.00	80	40
2,000.01 to 3,000.00	60	30
1,000.01 to 2,000.00	40	20
Up to 1,000.00	20	10

**\*\*Personal Service Signature Loan Minimum Monthly Payment:** \$100 for original balances from \$1,000 - \$5,000, \$200 for original balances from \$5,000.01 - \$10,000

**Visa Disclosures**

**Finance Charge:** Finance Charge (interest) is calculated at the monthly periodic rate and corresponding annual percentage rate on the average daily balances of purchases and cash advances as described below:

<b>Visa (Purchases)</b>	<b>Monthly Periodic Rate</b>	<b>.00825</b>	<b>Annual Percentage Rate - 9.9%</b>
<b>Visa (Cash Advances, Checks)</b>	<b>Monthly Periodic Rate</b>	<b>.01075</b>	<b>Annual Percentage Rate - 12.9%</b>

**Minimum Payment:** The minimum monthly payment will be either (a) 2.0% of your total new balance or \$20.00, whichever is greater; or (b) your total new balance if it is less than \$20.00, plus (c) any portion of the minimum payment(s) shown on prior statement(s) which remains unpaid.

**Collection Costs:** You promise to pay all costs of collecting the amount you owe under this agreement including court costs and reasonable attorney fees.

**Late Charge:** You promise to pay a late charge of \$20 if your Minimum Payment is not received by the first day of the month following your due date.

**Over limit Charge:** You promise to pay an over limit charge of \$20 if you exceed your credit limit by \$100 or more.

**Overdraft Option:** If you elect to overdraft to your PSECU Visa Credit Card, that election is subject to the existing credit limit, this addendum and the agreement it represents and the current loan policy at the time of the overdraft. You also understand that an overdraft will be considered the same as a cash advance on your PSECU Visa credit card and that the current annual percentage rate for cash advances will apply. **TELEPHONE INFORMATION AND MAILING ADDRESS:** For all purposes as referenced in the Visa Credit Card Agreement and Truth in Lending Disclosure, call PSECU at 717.234.8484 in Harrisburg or 800.237.7328 nationwide, or write the Credit Union at: PSECU, P.O. Box 67013, Harrisburg, PA 17106-7013.

# LOANLINER® Addendum

**Instructions:** This addendum is incorporated into and becomes part of your LOANLINER Credit Agreement. Please keep attached.

**First Payment:** Your first payment is due and payable within 30 days from the date of the loan advance.

The **Annual Percentage Rates**, corresponding daily periodic rates and amount of payment for each loan subaccount are shown below. If there is no payment schedule, the amount and due date of payments will be determined at the time of each advance and disclosed on the Advance Request Voucher, Advance Proceeds Check, or any other loan voucher or receipt. Other charges that may be imposed are also shown below (i.e., late charges, filing fees, collection costs). All rates are subject to change.

**Default Rate:** If your loan is in default, the credit union reserves the right to charge the highest unsecured interest rate currently in effect at PSECU.

Loan Subaccount Description	Approx. Term in Months	Percent Above Index	Daily Periodic Rate	Present Annual Percentage Rate	Minimum Payment (For each \$100 or fraction of \$100 of your unpaid amount)
<b>Auto Loan (1)</b>					
<b>New Vehicle</b>					
\$40,000 loan or greater	120		.00018466	6.74%	\$1.15
\$20,000 value or greater	84		.00016411	5.99%	\$1.47
\$12,000 value or over	72		.00016411	5.99%	\$1.66
\$8,000 value or over	60		.00015041	5.49%	\$1.91
\$6,000 value or over	48		.00015041	5.49%	\$2.33
\$3,000 value or greater	36		.00015041	5.49%	\$3.02
\$3,000 value or greater	24		.00012301	4.49%	\$4.37
<b>Used Vehicles Only</b>					
\$40,000 loan or greater	120		.00018466	6.74%	\$1.15
\$20,000 value or greater	84		.00016411	5.99%	\$1.47
\$12,000 value or over	72		.00016411	5.99%	\$1.66
\$8,000 value or over	60		.00015041	5.49%	\$1.91
\$6,000 value or over	48		.00015041	5.49%	\$2.33
\$3,000 value or greater	36		.00015041	5.49%	\$3.02
\$3,000 value or greater	24		.00012301	4.49%	\$4.37
<b>Recreational Vehicle: New/Used (2)</b>					
Loan amount \$15,000 and up	84		.00024384	8.90%	\$1.60
Loan amount \$8,000 - 14,999	60		.00024384	8.90%	\$2.07
Loan amount \$5,000 - 7,999	48		.00024384	8.90%	\$2.48
Loan amount \$3,000 - 4,999	36		.00024384	8.90%	\$3.18
<b>IRA Loan (3)</b>	12	2.0	.00007534	2.75%	\$8.46
<b>Share Loan (3, 4)</b>					
Up to \$1,000	19	2.0	.00007534	2.75%	\$5.38
\$1,001 - \$4,000	48	2.0	.00007534	2.75%	\$2.20
Over \$4,000 (One year / \$1,000 up to a maximum of 10 years.)	48	2.0	.00007534	2.75%	\$0.95
<b>Certificate Loan (3, 4, 5)</b>	see disclosures	2.0	see disclosures	see disclosures	
<b>Personal Service Loan (PSL)(6)</b>	77		.00035342	12.9%	
<b>Personal Service Signature Loan (PSSL)</b>	up to 65 months		.0002712	9.90%	

MAR 05 2004

PERSONAL SERVICE LOAN ACTIVATION NOTICE

Loan Information	March 2, 2004	Ref #: 371638 261
Approval Amount: \$4,000.00	Account #: 8203937878	SS #: 168-70-9506
Applicant: JOHN MCGONIGAL III	Home Telephone #: (814) 263-4916	Work Telephone #: (814) 486-3353

I acknowledge receipt of the PSECU LOANLINER Disclosure and Credit Agreement and agree to be bound by the terms set forth in said agreement.

John R McGonigal III  
Signature of JOHN MCGONIGAL III

2-03-2004  
Date

- I would like an immediate Personal Service Loan advance of \$ 1500 . Purpose: personal  
Send a ☐ check or ☒ deposit to my Share 4
- Select your Personal Service Loan repayment option.  
☒ Payroll deduction ☐ Automatic Transfer ☐ Direct Payment ☐ Homebanking ☐ Self Service Telephone
- I ☒ want ☐ do not want overdraft protection from my Personal Service Loan.

Exhibit "C"

SCANNED



THE FINANCIAL LINK				PENNSYLVANIA STATE EMPLOYEES CREDIT UNION		NO. 3481280	
AUTODRAFT				VOID OVER 16,653.00		REFERENCE 8203937878	
PAY TO THE ORDER OF DEALER				10/15/03		VOID 120 DAYS AFTER	
SIXTEEN THOUSAND SIX HUNDRED FIFTY THREE DOLLARS				16,653.00		DOLLARS	
IMPORTANT: VOID UNLESS DEALER ENDORSEMENT COMPLETED				MEMBER ENDORSEMENT			
Buyer's Order (new and used) and factory invoice (new) must be received before this Autodraft or the draft will be returned. FAX # (717) 787-8364				By endorsing this draft, I/we agree to the terms listed on the reverse side of the draft.			
VEHICLE #		DEALER #		REPAYMENT METHOD: <input type="checkbox"/> Monthly Coupons <input type="checkbox"/> Automatic Transfer <input checked="" type="checkbox"/> Payroll Deduction			
11CEK19TXXE12 06 29		PS 679 J6		TERM: 60 Months			
NEW/USED YEAR		MAKE		MODEL		DEALER PHONE #	
V-99		CHEV		K1500		72525 (610) 571-4444	
By accepting the proceeds of this draft, you agree to the terms listed on the reverse side. No portion of the proceeds of this AutoDraft may be paid to the Borrower(s) or to any agent of the Borrower(s).				Member Endorsement: <i>John E. McGonigal</i> JOHN MCGONIGAL			
Co-applicant Endorsement				NO CO-APPLICANT			
1103481280 1231381116 3109642856 44 0001665300							

[illegible]

Exhibit "O"

## PENNSYLVANIA STATE EMPLOYEES CREDIT UNION

Main Address: 1 Credit Union Place, Harrisburg, PA 17110-2990 • (717) 234-8484 • (800) 237-7328  
Mailing Address: P.O. Box 67013, Harrisburg, PA 17106-7013 • (717) 777-2100 (TDD) • (800) 472-1967 (TDD)  
Web Address: [www.psecu.com](http://www.psecu.com)

Savings federally insured up to \$100,000 by the National Credit Union Administration.

**LOANLINER.****ADVANCE PROCEEDS VOUCHER  
AND SECURITY AGREEMENT****PSECU**  
the financial link™Pennsylvania State  
Employees Credit Union  
P. O. Box 67013  
Harrisburg, PA 17106-7013  
(717) 234-8484  
(800) 237-7328

MEMBER NAME JOHN MCGONIGAL PO BOX 58 KARTHAUS, PA 16845-0058		DATE 10/22/2003	MEMBER ACCOUNT NUMBER 38203937878 / L10	NOTE NUMBER 348128
TRANSACTION TYPE 1. <input type="checkbox"/> NEW LOAN		2. <input type="checkbox"/> OPEN-END LOAN ADVANCE		
3. <input type="checkbox"/> OTHER (DESCRIBE)		4. <input type="checkbox"/> HOME EQUITY ADVANCE		

DISBURSEMENT BREAKDOWN AND REPAYMENT SCHEDULE							
YOU HAVE PREVIOUSLY ELECTED TO HAVE THIS ADVANCE INSURED WITH THE FOLLOWING COVERAGE		CREDIT DISABILITY YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		SINGLE CREDIT LIFE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		JOINT CREDIT LIFE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
DAILY PERIODIC RATE (CHANGE IN TERMS ONLY)	ANNUAL PER- CENTAGE RATE	INTEREST RATE IS FIXED <input checked="" type="checkbox"/> VARIABLE <input type="checkbox"/>		AMOUNT REQUESTED + OTHER CHARGES	AMOUNT ADVANCED	PREVIOUS BALANCE	NEW BALANCE
.013671	4.990 %			16,653.00	16,653.00	0.00	16,653.00
PAYMENT 145.00		DUE DATE 11/14/2003		PAYMENT FREQUENCY BI-WEEKLY		PROJECTED LOAN TERM	

SECURITY OFFERED					
IF THIS IS A HOME EQUITY ADVANCE, THE ONLY SECURITY FOR THIS ADVANCE IS THE REAL PROPERTY (IN MOST CASES YOUR HOME) WHICH YOU GAVE AS SECURITY WHEN YOUR ACCOUNT WAS ESTABLISHED.					
IF THIS IS NOT A HOME EQUITY ADVANCE, IN ADDITION TO THE PLEDGE OF SHARES IN YOUR LOANLINER* CREDIT AGREEMENT, THE FOLLOWING PROPERTY SECURES THIS ADVANCE.					
ITEM	PROPERTY	MODEL	YEAR	V.I.D. NUMBER	VALUE
1.	CHEVROLET	PICKUP	1999	1GCEK19TXXE120629 TK	17,165.00
2.					
3.					
4. OTHER					
YOU PLEDGE SHARES AND/OR DEPOSITS OF \$					
IN ACCOUNT NUMBER					
OLD ACCOUNT/LOAN NUMBER	(A) PAYOFF (PRINC. + INT.)	OLD ACCOUNT/LOAN NUMBER	(B) PAYOFF (PRINC. + INT.)	OLD ACCOUNT/LOAN NUMBER	(C) PAYOFF (PRINC. + INT.)
OLD ACCOUNT/LOAN NUMBER	(D) PAYOFF (PRINC. + INT.)	OLD ACCOUNT/LOAN NUMBER	(E) PAYOFF (PRINC. + INT.)	OLD ACCOUNT/LOAN NUMBER	(F) PAYOFF (PRINC. + INT.)

By accepting the proceeds or by using the funds advanced and deposited into your share/share draft account, you agree (1) that the property referenced above will secure the advance and any other advances you have now or receive in the future under the LOANLINER\* Credit and Security Agreement (the Plan) and any other amounts you owe us for any reason now or in the future in accordance with the terms of the Plan and (2) to make payments as disclosed above in accordance with the terms of the Plan.

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PSECU FORM #3175 JVXX0100-1 037-2092-1 (4/01)

5305 2337  
T. H.**SCANNED**

HENRY W. VAN ECK  
hwv@vanecklaw.net

MELISSA L. VAN ECK  
mlv@vanecklaw.net

VAN ECK & VAN ECK, P.C.  
ATTORNEYS AT LAW  
P.O. BOX 6662  
7810 ALLENTOWN BLVD., SUITE B  
HARRISBURG, PA 17112

TELEPHONE: (717) 540-5406  
FAX: (717) 540-5407

December 5, 2006

Clearfield County Prothonotary  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

RE: Pennsylvania State Employees Credit Union v. John R. McGonigal, III

Dear Sir/Madam:

Please be advised that the undersigned represents Pennsylvania State Employees Credit Union in the above-referenced matter. Enclosed please find the following documentation for filing in this matter:

1. Original and three (3) copies of a Civil Complaint.
2. A check in the amount of \$85.00 payable to the Clearfield County Prothonotary.
3. A check in the amount of \$100.00 payable to the Clearfield County Sheriff.

Please time stamp the enclosed documents and forward the appropriate documents to the Sheriff for service. Please return the time-stamped copies to the undersigned in the enclosed, self-addressed, stamped envelope.

Should you have any questions or need any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

VAN ECK & VAN ECK, P.C.



Melissa L. Van Eck

MLV/sjs

Enclosures

cc: PSECU w/encl.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102225  
NO: 06-2046-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: PENNSYLVANIA STATE EMPLOYEES CREDIT UNION  
vs.  
DEFENDANT: JOHN R. MCGONIGAL III

SHERIFF RETURN

NOW, January 02, 2007 AT 11:36 AM SERVED THE WITHIN COMPLAINT ON JOHN R. MCGONIGAL III  
DEFENDANT AT 311 S. 4TH ST, APT F, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING  
TO JOHN R. MCGONIGAL III, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT  
AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED

01/30/2007  
MAR 16 2007

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	VAN ECK	1422	10.00
SHERIFF HAWKINS	VAN ECK	1422	20.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*

Chester A. Hawkins  
Sheriff

PENNSYLVANIA STATE EMPLOYEES: IN THE COURT OF COMMON PLEAS  
CREDIT UNION, : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

vs.

NO. 06-2046-CD

JOHN R. MCGONIGAL, III

Defendant

CIVIL ACTION -LAW

FILED 0182000  
m/jl: Dm  
APR 11 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**PRAECIPE FOR JUDGMENT**

Enter Judgment in favor of Plaintiff and against Defendant, John R. McGonigal for want of ANSWER TO COMPLAINT.

( X ) Assess damages as follows:

Debt -----\$15,106.95  
Attorney's Commission-----\$3,021.39  
Filing costs-----\$to be determined  
TOTAL-----**\$18,153.33** plus costs

( X ) I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

( X ) Pursuant to Pa.R.C.P. 237 (Notice of Praecipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

( X ) Pursuant to Pa.R.C.P. 237.1, I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his/her Attorney of Record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe and a copy of the notice is attached.

DATE: 4/9/07

Signature: Melissa L. Van Eck

Melissa L. Van Eck, Esquire  
Attorney for Plaintiff

7810 Allentown Blvd., Suite B, Hbg., PA 17112  
(717) 540-5406  
ID#: 85869

NOW, April 11, 2007, JUDGMENT IS ENTERED AS ABOVE.

William A. Shaw  
Prothonotary/Clerk, Civil Division  
By: Deputy

PENNSYLVANIA STATE EMPLOYEES: IN THE COURT OF COMMON PLEAS  
CREDIT UNION, : CLEARFIELD COUNTY, PENNSYLVANIA  
Plaintiff :  
vs. : NO. 06-2046-CD  
JOHN R. MCGONIGAL, III :  
Defendant : CIVIL ACTION -LAW

TO: John R. McGonigal, Defendant

You are hereby notified that on April 11, 2007, the following  
(~~Order~~) (~~Degree~~) (Judgment) has been entered against you in the above captioned case for your  
failure to file an answer to the complaint. A Judgment in the total amount of \$18,153.33 plus  
costs is hereby entered.

DATE: April 11, 2007

William L. Lister  
Prothonotary

I hereby certify that the name and address of the proper person(s) to receive this notice is:

John R. McGonigal, III  
311 South 4<sup>th</sup> Street, Apt. F  
Clearfield, PA 16830

A: John R. McGonigal, Defendant, Defendido/a (Defendidos/as)

Por este medio se le esta notificando que el \_\_\_\_\_ de  
\_\_\_\_\_ del \_\_\_\_\_, el/la siguiente (~~Orden~~) (~~Decreto~~)  
(Fallo) ha sido anotado en contra suya en el caso mencionado en el epigrafe.

FECHA: \_\_\_\_\_

\_\_\_\_\_  
Prothonotario

Certifico que la siguiente direccion es la del defendido/a segun indicada en el certificado  
de residencia:

John R. McGonigal, III  
311 South 4<sup>th</sup> Street, Apt. F  
Clearfield, PA 16830

PENNSYLVANIA STATE EMPLOYEES: IN THE COURT OF COMMON PLEAS  
CREDIT UNION, : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff

NO. 06-2046-CD

vs.

JOHN R. MCGONIGAL

Defendant

CIVIL ACTION -LAW

TO: JOHN R. MCGONIGAL  
311 South 4<sup>th</sup> Street, Apt. F  
Clearfield, PA 16830

DATE OF NOTICE: March 19, 2007

**IMPORTANT NOTICE**

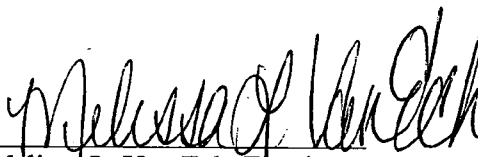
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU 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.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814)765-2541 Ext. 5982

By:



Melissa L. Van Eck, Esquire  
Attorney I.D. No. 85869  
P.O. Box 6662  
Harrisburg, PA 17112  
717.540.5406  
Attorney for Plaintiff

**PENNSYLVANIA STATE EMPLOYEES: IN THE COURT OF COMMON PLEAS**  
**CREDIT UNION, : CLEARFIELD COUNTY, PENNSYLVANIA**  
**Plaintiff :**  
**: NO. 06-2046-CD**  
**vs. :**  
**: :**  
**JOHN R. MCGONIGAL, III :**  
**Defendant : CIVIL ACTION -LAW**

**ENTRY OF APPEARANCE**

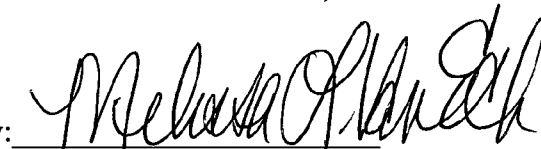
Please enter the Appearance of Melissa L. Van Eck, Esquire, as counsel for Plaintiff in  
the above captioned action.

Respectfully Submitted,

VAN ECK & VAN ECK, P.C.

Date: March 30, 2007

By:



Melissa L. Van Eck, Esquire  
Attorney I.D. No. 85869  
P.O. Box 6662  
Harrisburg, PA 17112  
(717) 540-5406  
Attorneys for Plaintiff



PENNSYLVANIA STATE EMPLOYEES:	IN THE COURT OF COMMON PLEAS
CREDIT UNION,	: CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff	:
	: NO. 06-2046-CD
vs.	:
	:
JOHN R. MCGONIGAL, III	:
Defendant	: CIVIL ACTION -LAW

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
:  
COUNTY OF CLEARFIELD :

I, Melissa L. Van Eck, Esquire, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff in the above-captioned matter, and that to the best of my knowledge, information and belief Defendant, John R. McGonigal, III, above named, is not a corporation and not an adult individual under the age of 21 years of age; is not in the military service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 and its Amendments.

VAN ECK & VAN ECK, P.C.

By:

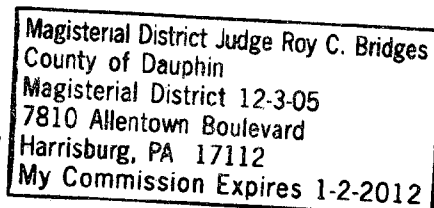
*Melissa L. Van Eck*  
Melissa L. Van Eck, Esquire  
Attorney I.D. No. 85869  
P.O. Box 6662  
Harrisburg, PA 17112  
717.540.5406  
Attorney for Plaintiff

Sworn and subscribed to

before me this 30 day

of March 07

*Roy C. Bridges*  
Notary Public



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

COPY

Pennsylvania State Employees Credit Union  
Plaintiff(s)

No.: 2006-02046-CD

Real Debt: \$18,153.33

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John R. Mcgonigal III  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 11, 2007

Expires: April 11, 2012

Certified from the record this April 11, 2007



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