

07-819-CD
Comm Fin. Vs Sara McCracken

2007-819-CD
Comm Fin vs Sara McCracken

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.
assignee of CLEARFIELD

NO. 07-819-CD
IN CIVIL ACTION

-vs- Plaintiff(s)

SARA L. MCCRACKEN

Defendant(s)

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

FILED
MAY 25 2007 Atty pd. \$5.00
MAY 25 2007

JAC Sheriff
Un

William A. Shaw
Prothonotary/Clerk of Courts

Sept 21, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

December 3 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

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

**COMMONWEALTH FINANCIAL SYSTEMS, INC.
assignee of CLEARFIELD**

**NO.
IN CIVIL ACTION**

-vs- Plaintiff(s)

SARA L. MCCRACKEN

Defendant(s)

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

**Keystone Legal Services
211 1/2 East Locust Street
Clearfield, PA 16830
814-765-9646**

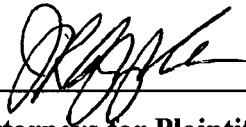
COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton PA 18504 and as the assignee of First USA, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the Assignor sold, assigned and transferred to Plaintiff all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Assignor had the right to assign the agreement. A copy of the assignment is attached hereto as Exhibit "A".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.
4. Defendant is an individual whose address is 927 Cooper Ave, Grassflat, Clearfield County, Pennsylvania 16839.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card and/or loan by Plaintiff at the terms and conditions agreed upon by the parties.
6. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card or loan to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

8. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$2,253.12, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 26.99% per annum on the balance due from March 9, 2004.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$2,253.12, with appropriate additional interest from March 9, 2004, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 

Attorneys for Plaintiff(s)

EXHIBIT A

BILL OF SALE

Bank One, Delaware NA ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Flow Purchase Agreement dated July 23, 2003 between Seller and Unifund CCR Partners, ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Applicable Cut-Off Date of January 22, 2004 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit "1" attached hereto and made part hereof for all purposes.

Number of Accounts	21,833
Total Unpaid Balances	\$122,558,477.35

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on January 23, 2004 (the "Applicable Closing Date") by 3:00 p.m. Seller's time, as follows:

Bank One, Delaware NA

c/o Federal Reserve Bank-Philadelphia
ABA: 031 100 393
Account: 407253-1061000000
Attention: Marcos Castillo

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

SELLER: BANK ONE, DELAWARE N.A.	BUYER: UNIFUND CCR PARTNERS
--	------------------------------------

By: 

Title: Vice President

Date: January 22, 2004

By: 

Title: President

Date: 1-22-04

EXHIBIT A



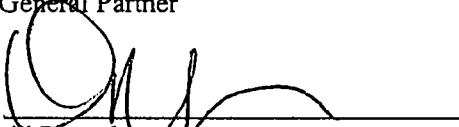
Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of February 27, 2004 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on February 27, 2004

UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By 
David Rosenberg
President

For Unifund Use ONLY

15

Client #	PID	CID #

DebtMaster Enterprise

File Edit Tasks Options Window Help



Collector Window

Debtor ID	1290751	Type	Consumer	Sts	310 Accounts Being Searched	10/26/2006
Name	SARAH MCCRACKEN					
Phone	<input type="button" value="A"/> <input type="button" value="B"/> <input type="button" value="C"/> <input type="button" value="D"/> <input type="button" value="E"/> <input type="button" value="F"/> <input type="button" value="G"/> <input type="button" value="H"/> <input type="button" value="I"/> <input type="button" value="J"/> <input type="button" value="K"/> <input type="button" value="L"/> <input type="button" value="M"/> <input type="button" value="N"/> <input type="button" value="O"/> <input type="button" value="P"/> <input type="button" value="Q"/> <input type="button" value="R"/> <input type="button" value="S"/> <input type="button" value="T"/> <input type="button" value="U"/> <input type="button" value="V"/> <input type="button" value="W"/> <input type="button" value="X"/> <input type="button" value="Y"/> <input type="button" value="Z"/>					

Address	927 COOPER AVENUE PO BOX 142 GRASSFLAT PA 16839	
Warning	<input type="checkbox"/> Worklist <input type="checkbox"/> Priority 1 <input type="checkbox"/> Mail Rtrnd <input type="checkbox"/> Lang <input type="checkbox"/> Dialer	
<input type="button" value="Account Details"/>		
<input type="button" value="Print"/>		

Display activity time as:	<input type="radio"/> Local User time <input type="radio"/> Debtor time <input type="radio"/> Acct Date		
ACT DATE	ACT TIME	USER ID	COMMENTS
01/04/2007	8:13:10 AM	203	Email Assist from 203 to 016.
01/04/2007	8:16:24 AM	203	mailed letter to DJ office to have collection letter to 016
01/04/2007	8:16:24 AM	203	without prejudice, upon receipt of letter
01/04/2007	8:16:24 AM	203	Apple & Apple
01/04/2007	8:16:29 AM	203	Email Assist from 203 to 016.
01/04/2007	12:08:17 PM	016	AC52: TR-IMDM

Original	Accrued	Adjustments	Paid	Balance
\$1,082.93	\$0.00	\$0.00	\$0.00	\$1,082.93
Interest	\$203.18	\$832.01	\$0.00	\$1,035.19
Court Cost	\$135.00	\$0.00	\$0.00	\$135.00
Check Fee	\$0.00	\$0.00	\$0.00	\$0.00
Attorney Fee	\$0.00	\$0.00	\$0.00	\$0.00
Service Fee	\$0.00	\$0.00	\$0.00	\$0.00
Misc. Fees	\$0.00	\$0.00	\$0.00	\$0.00
<input type="button" value="EX-101"/> <input type="button" value="EX-102"/> <input type="button" value="EX-103"/> <input type="button" value="EX-104"/>				Balance \$2,253.12

Start	Stop	Print	Cancel
<input type="checkbox"/> Retainer L... <input type="checkbox"/> Retainer Let... <input type="checkbox"/> TurboSnap (Unregistered) <input type="checkbox"/> TurboSnap...			
2:46 PM			

AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

3-7-07
Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 107197 CFSI File No. 1290787

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.
assignee of CLEARFIELD

NO. 2007-819-CD
IN CIVIL ACTION

-vs- Plaintiff(s)

SARA L. MCCRACKEN

Defendant(s)

**PRAECLPTE TO REINSTATE
COMPLAINT**

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone: 412-682-1466
Fax: 412-682-3138

FILED
M/2008 BY Atty pd. 7.00
SEP 21 2007 Complaint Reinstated
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(6k)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.
assignee of CLEARFIELD

NO. 2007-819-CD
IN CIVIL ACTION

-vs- Plaintiff(s)

SARA L. MCCRACKEN

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: 23 Aug '07

By: Jill E. Johnson
Attorneys for Plaintiff(s)

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

102840

COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee

Case #

07-819-CD

vs.

SARA L. MCCRACKEN

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW October 10, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO SARA L. MCCRACKEN, DEFENDANT. 927 COOPER AVE., GRASSFLAT, PA. "EMPTY".

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	15233	10.00
SHERIFF HAWKINS	APPLE	15233	35.34

FILED
0/2:30 pm
OCT 10 2007
CM

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

____ Day of _____ 2007

*Chester A. Hawkins
by Marilyn Hahn*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.
assignee of CLEARFIELD

NO. 07-819-CD
IN CIVIL ACTION

-vs- Plaintiff(s)

SARA L. MCCRACKEN

Defendant(s)

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096

APPLE AND APPLE, P.C.
Firm No. 719

4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

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

MAY 25 2007

Attest.



William L. Hess
Prothonotary/
Clerk of Courts

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

**COMMONWEALTH FINANCIAL SYSTEMS, INC.
assignee of CLEARFIELD**

**NO.
IN CIVIL ACTION**

-vs- Plaintiff(s)

SARA L. MCCRACKEN

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**Keystone Legal Services
211 1/2 East Locust Street
Clearfield, PA 16830
814-765-9646**

COMPLAINT

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APPLE AND APPLE, P.C.

By: _____


Attorneys for Plaintiff(s)

EXHIBIT A

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c/o Federal Reserve Bank-Philadelphia
ABA: 031 100 393
Account: 407253-1061000000
Attention: Marcos Castillo

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SELLER: BANK ONE, DELAWARE N.A.	BUYER: UNIFUND CCR PARTNERS
--	------------------------------------

By: 

Title: Vice President

Date: January 22, 2004

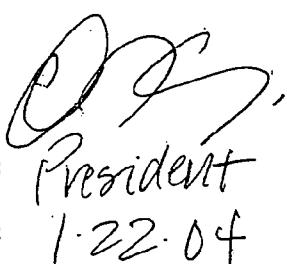
By: 
Title: President
Date: 1-22-04

EXHIBIT A



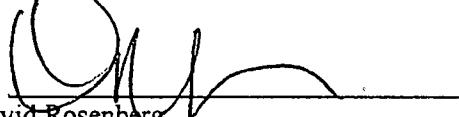
Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of February 27, 2004 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clear of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on February 27, 2004

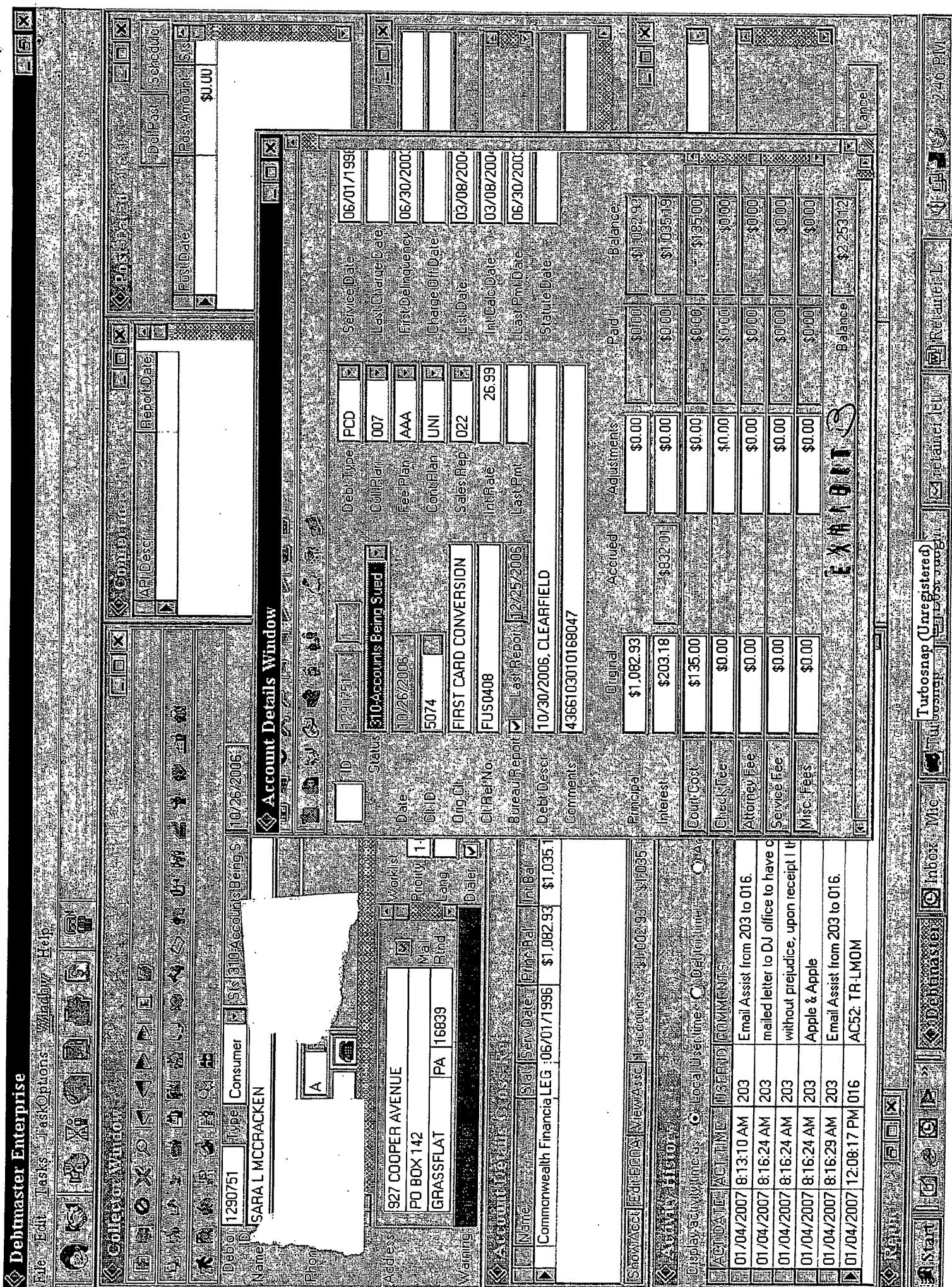
UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By 
David Rosenberg
President

For Unifund Use ONLY

15

Client #	PID	CID #



AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

3-7-07
Date:

Patricia Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 107197 CFSI File No. 1290757

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC. NO.2007-819-CD
assignee of CLEARFIELD IN CIVIL ACTION

-vs- Plaintiff(s)

SARA L. MCCRACKEN

Defendant(s)

**PRAECIPE TO REINSTATE
COMPLAINT**

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone: 412-682-1466
Fax: 412-682-3138

FILED ^{No CC}
^{pd \$7.00}
11/12/10 cm 1 Complaint
DEC 03 2007 reinstated to Shft.
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.
assignee of CLEARFIELD

NO.2007-819 CD
IN CIVIL ACTION

-vs- Plaintiff(s)

SARA L. MCCRACKEN

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: 16 May 07

By: Jael E. Anderson

Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103492
NO: 07-819-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee of CLEARFIELD
VS.
DEFENDANT: SARA L. MCCRACKEN

SHERIFF RETURN

NOW, December 19, 2007 AT 2:05 PM SERVED THE WITHIN COMPLAINT ON SARA L. MCCRACKEN DEFENDANT AT 107 MEDOW LARK ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KENNETH STOVER, HOUSEHOLD MEMBER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
03/22/08
APR 11 2008
W.A. Shaw

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	17391	10.00
SHERIFF HAWKINS	APPLE	17391	34.22

Sworn to Before Me This

____ Day of December 2007

So Answers,

*Chester A. Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

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

COMMONWEALTH FINANCIAL SYSTEMS * NO. 2007-819-CD
Plaintiff *
vs. *
SARA L. MCCRACKEN *
Defendant *

ORDER

NOW, this 21st day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over five years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

4
FILED 0/8/49cm JUN 25 2013
William A. Shaw
Prothonotary/Clerk of Courts
ICC Attn, Apple
ICC doff
66

William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830

(LG)

FILED

JUL 08 2013
M 18:46 16
William A. Shaw
Prothonotary/Clerk of Courts

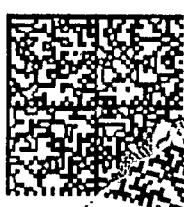
✓X 3

Sara L. McCracken
927 Cooper Ave
Grassflat PA 16839

NIXIE 152 FE 1009 0007/03/13

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FÖRWAÐU

1683005499 *1019-01865-26-44
1683005499



016H26524836
\$00.460
06/26/2013
Hasler
Mailed From 16830
US POSTAGE

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

COMMONWEALTH FINANCIAL SYSTEMS * NO. 2007-819-CD
Plaintiff *
vs. *
SARA L. MCCRACKEN *
Defendant *927 Cooper Ave*
Grassflat 16839 *

ORDER

NOW, this 21st day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over five years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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

JUN 25 2013

Attest.



William L. Har
Prothonotary/
Court of Courts

William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830.

FILED

JUL 15 2013
William A. Shaw
Prothonotary/Clerk of Courts



Hasler

\$00.460
06/26/2013
Mailed From 16830
US POSTAGE

James R. Apple

Apple and Apple, P.C.

4650 Baur

Pittsburgh, PA 15219

15219-1009 06/27/13

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 16830054949 *1019-01877-26-44

16830054949

Janice
Apple

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

COMMONWEALTH FINANCIAL SYSTEMS * NO. 2007-819-CD
Plaintiff *
vs. *
SARA L. MCCRACKEN *
Defendant *

ORDER

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BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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

JUN 25 2013

Attest.



William L. Ammerman
Prothonotary/
Clerk of Courts