

07-927-CD
Investment Ret. Vs Karen Simmers

Investment et al vs Karen Simmers
2007-927-CD

FILED rec Sheriff
m 12:50 PM
JUN 11 2007 Atty pd 85.00
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

v.

KAREN E. SIMMERS,
an individual

Defendant(s),

CIVIL DIVISION

No. 2007-927-CD

COMPLAINT

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
;80257

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

v.

KAREN E. SIMMERS,
an individual

Defendant(s),

No. 2007

NOTICE TO DEFEND AND CLAIM RIGHTS

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 days (20) 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 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.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

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

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

v.

KAREN E. SIMMERS,
an individual

Defendant(s),

No. 2007

COMPLAINT

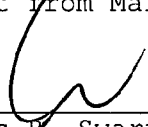
1. Plaintiff(s) is INVESTMENT RETRIEVERS, INC., a corporation, assignee of Chase Manhattan Bank/Bank One. Plaintiff's address is 429 Fourth Avenue, Suite 1600, Pittsburgh PA 15219.

2. Defendant(s) is KAREN E. SIMMERS, an individual. Defendant's address is 4458 Heverly Boulevard, Coalport, Pa 16627.

3. Defendant entered into an agreement with Plaintiff's assignor, Chase/Bank One, for the purpose of obtaining a credit card account, which Plaintiff's assignor granted to Defendant account number 5260-3600-8016-3167. True and correct copies of the documents of Defendant's account with Plaintiff are attached hereto as Exhibit "A".

4. Defendant thereafter used the account and made the charges thereto for which there is a balance remaining of \$3,032.54 which, together with interest at the contractual rate of 2.00% per month is unpaid ever since March 31, 2005. The account has been assigned to Plaintiff for value.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$3,032.54 plus interest from March 31, 2005 and costs.



Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

STATE OF CALIFORNIA)
) ss.
COUNTY OF EL DORADO)

VERIFIED STATEMENT OF ACCOUNT

Before the undersigned officer duly authorized to administer oaths comes TERI MORET-FORESTER the custodian of records who has reviewed the account of KAREN E SIMMERS, on an obligation under a credit card agreement with CHASE/BANK ONE as the original creditor bearing account number 5260360080163167, with a last payment date of 08/02/04, which has now been transferred and then assigned to Investment Retrievers, Inc. on which there is a principal balance due of \$3,032.54 plus interest accrued and accruing at the contract default rate of 2% per month from the date of charge off of 03/31/05 and continuing pursuant to the credit card member agreement until paid.

I further state, upon information and belief that the above named individual IS NOT in the military service.

Executed this 19th day of April, 2007.

Investment Retrievers, Inc. as assignee of
CHASE/BANK ONE

By: [Signature]
Teri Moret- Forester
Custodian of Records

State of California

County of El Dorado

Subscribed and sworn to (or affirmed) before me on this 19th day of Apr (month), 07 (year) by Teri Moret-Forester, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature] (signature of Notary) (seal of Notary)

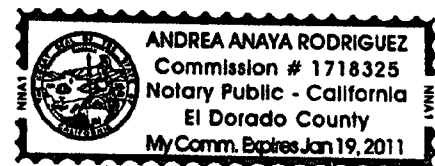


Exhibit MA

Primary
34-123
124

EXHIBIT A

BILL OF SALE

Chase Bank USA, N.A. (as successor through merger with Bank One, Delaware, N.A.) ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated August 30, 2005 between Seller and Investment Retrievers, ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Cut-off Date of October 17, 2005 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	2770
Total Unpaid Balances	\$16,550,689.94
Premium	8.53%
Due Seller	\$1,411,733.85

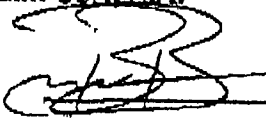
Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on October 28, 2005 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

JPMorgan Chase Bank
ABA #021000021
Beneficiary Name: Chase Manhattan Bank USA, N.A.
Beneficiary Account: #304-256420

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.

Chase Bank USA, N.A.

Investment Retrievers

By: 

By: 

Date: October 19, 2005

Date: 10-19-05

Title: Vice President

Title: President

14. Information to provide information, you agree to provide information you are required to provide, including information that may be used to offer insurance and investment products to you.

15. Changing the Terms of This Agreement. We may change any of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned.

16. Default and Collection Costs. If you do not make a payment when it is due or if you do not follow the terms of this Agreement, we may, as permitted by law: 1) cancel your credit privileges and require you to pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we close your Account to be six or more billing cycles past due; and 3) require you to pay reasonable attorney's fees and any court costs in the collection of any amounts you owe under this Agreement.

17. Cancellation. We may close your Account at any time. You will be responsible for paying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred if we request the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with the Account are not part of this Agreement and may be changed or canceled at any time without notice or refund.

18. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any item in this Agreement will be resolved by those laws.

TERMS FOR BALANCE TRANSFERS

Balance Transfers. From time to time, we may offer you special rates and terms for balance transfer transactions using special checks or other written request forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers") for purposes of this Agreement. If we do, we will advise you of the promotional terms, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. If a special rate is variable, then the "Variable Rate" provisions of this Agreement (including the Pricing Schedule) will apply. The "Preferred Customer Pricing Eligibility" provisions of this Agreement will apply to any such offer. Such transactions will not be eligible for the grace period for Purchases, except as otherwise stated in the terms of any Balance Transfer offer made to you.

Unless we tell you otherwise at the time we make the offer, any Balance Transfer transaction that may be offered and accepted during a reduced rate period in connection with our approval of your application and opening of your Account will be referred to as a "Transferred Balance" and will have no grace period. After the reduced rate period, Transferred Balances and Purchases will be combined and treated as Purchases for all purposes under this Agreement. At all other times, unless we tell you otherwise at the time we make the offer, the special rates will apply only to Purchases and Advances balances dated on or after the date the Balance Transfer transaction is posted to your Account ("Current Purchases" and "Current Advances"). All other Purchases and Advances ("Prior Purchases" and "Prior Advances") will be subject to the same terms in effect when you accepted our offer. When used anywhere else in this Agreement (other than in the Pricing Schedule), Purchases and Advances mean both Prior and Current Purchases and Advances. After Prior Purchases and Prior Advances on your Account are zero, your statements will reflect only Current Purchases and Current Advances which will then be called Purchases and Advances respectively.

A check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, is made payable to cash, is received by us and posted to your Account after the expiration date of the offer, or is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

TERMS FOR ADVANCES

1. Advances. An Advance is a cash loan. You may take an Advance by 1) using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not cash these Checks; 2) using any of our ATMs; 3) using any ATM which may be provided for your use by another financial institution or company; 4) using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card; 5) using your overall privileges if you have these services, or if you have overall privileges in connection with a checking account, then you may obtain cash for more than the balance in your Chase checking account; 6) using the official check mailed to you in response to your request; 7) using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account.

2. Declined Check Fee. You will be charged the fee disclosed in Box 10 on the reverse side for each Convenience Check or Balance Transfer Check issued which cannot be processed because you are over your credit limit, or would be if such check were processed, or your account is delinquent.

3. Stop Payment Fee. You will be charged the fee disclosed in Box 10 on the reverse side for each request you make for us to stop payment on a Check or other form of advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be held in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. Limits on Advances. For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. Service Charge/Transaction Fee for Advances. For each Advance, except for Advances made using your overall privileges, there will be a Transaction Fee as disclosed in Box 8 of the reverse side. Any minimum and maximum Transaction Fees are also disclosed in Box 8. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

6. Our Responsibilities to Honor Checks. We may not accept your checks if: 1) By paying a Chase check, the overall would be less than \$10.00; 2) By paying a Check or Chase check you would go over your credit limit; 3) Your Check or payment check is postdated; 4) Your Cards or Checks have been reported lost or stolen; 5) Your Account has been cancelled or has expired. If a postdated check is paid and as a result any other check is returned or not paid, we are not responsible. You may not use a Check to pay any amount you owe under this Agreement.

TERMS FOR PURCHASES

This Agreement and the General Terms apply to Purchases.

You may use your Account to purchase or lease goods and services or for lodging services when making guaranteed reservations or advance deposits.

FINANCE CHARGE BALANCE TRANSACTIONS, ADVANCES AND PURCHASES

1. Calculation of the Finance Charge for Balance Transfers, Advances and Purchases. That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning on the date the transaction occurs or on the last day of the billing cycle if it is received by us (whichever is later). The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

To determine the daily balances, for each day in the billing cycle we take the beginning balance for Balance Transfers, Advances and Purchases, add any new Balance Transfers, Advances, Purchases or debits to the appropriate balance, and subtract any payments and credits from the appropriate balance as of that day. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (excluding days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balance for each. All fees charged to your Account are added to the appropriate Purchase balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. Finance Charges are assessed on last and second Finance Charges (interest).

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule at the top of this Agreement, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your statement.

For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$0.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge for Purchases if you pay at least the "New Balance" shown on your monthly statement less any Advance balance by the "Payment Due Date" shown on the statement. (This is known as the "grace period.") You may avoid a Finance Charge for Purchases for the first billing cycle in which they are posted to your Account. If that cycle began with a previous balance of zero or is reduced to zero during that cycle by payments or credits, there is no grace period for Transferred Balances (for new accounts only). Balance Transfers (for existing accounts only) unless the terms of the Balance Transfer offer state there will be a grace period, and for Advances.

2. Periodic Rate. The daily Periodic Rates applied to the Purchases and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule at the top of this Agreement. Where the Pricing Schedule includes Variable Rate Index and Margin information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the "Preferred Customer Pricing Eligibility" section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates apply; when it does not, the "Non-Preferred" rates apply.

3. Variable Rates. If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. The index and margin are in the Pricing Schedule at the top of this Agreement. The Index plus the margin determine the nominal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in The New York Times or any other newspaper of national circulation, selected by us for purposes of this Agreement. The Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule at the top of this Agreement. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. Preferred Customer Pricing Eligibility. Your Account will be reviewed every month on your statement closing date to determine your eligibility for Preferred Customer Pricing.

Your Account will retain Preferred Customer Pricing if, as of the review date, you meet all your obligations and responsibilities as set forth in your Agreement and the terms of any other loan you may have with us. While a failure to make a single required payment by its payment due date will not disqualify you, if your Account history over time shows that your Account or any other credit obligation you have with us is not in good standing (that is, you have breached the terms and conditions of your Account or other obligation to us, for example, and not by way of limitation, by sending us a check which your bank refuses to pay, materially exceeding the credit or cash access limit at any time, or repeatedly failing to make the required payments by their payment due dates), or if we close your Account, you will no longer be eligible for Preferred Customer Pricing for a minimum of six (6) months.

Your Preferred Customer Pricing will be reinstated if, as of a subsequent review, your Account is open and you have met all your obligations and responsibilities as set forth in this Agreement (including, but not limited to, making all required payments by their payment due dates) for the last six (6) months. Thereafter, the reviews will continue in the same manner as described in the paragraph above.

Any changes in pricing as a result of any review described above will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

The rates which will be in effect when your Account qualifies for Preferred Customer Pricing, and those which will be in effect when it does not, are included in the Pricing Schedule.

Consumer Reports: We may obtain a consumer report on you at any time in the future to review your Account.

FOR OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

SEE THE ACCOMPANYING INFORMATION CONCERNING BILLING ERRORS

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

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

v.

KAREN E. SIMMERS,
an individual

Defendant(s),

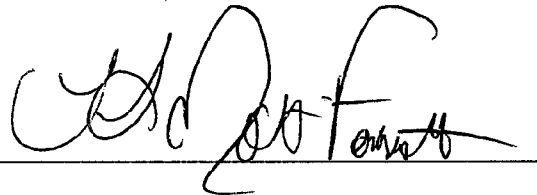
Nc. 2007

VERIFICATION

The undersigned, Teri M. Forester avers
that he/she is the Custodian of Records of Plaintiff,
is authorized to make this verification on behalf of
Plaintiff, the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

Date

5/22/07



VERIFCOM.PLE

see attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of El Dorado } ss.

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____
Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

Subscribed and sworn to (or affirmed) before me on this

22nd day of May, 07, by
Date Month Year

(1) Teri Moret-Forrester
Name of Signer

☒ Personally known to me

☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

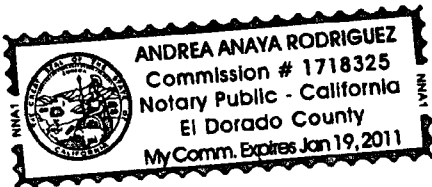
(and

(2) _____
Name of Signer

☐ Personally known to me

☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Andrea Anaya Rodriguez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**RIGHT THUMBPRINT
OF SIGNER #1**

Top of thumb here

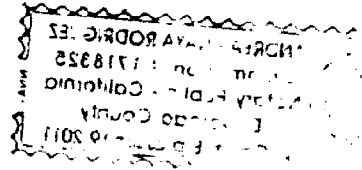
**RIGHT THUMBPRINT
OF SIGNER #2**

Top of thumb here

FILED

JUN 11 2007

William A. Shaw
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102899
NO: 07-927-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: INVESTMENT RETRIEVERS, INC. A corp.
vs.
DEFENDANT: KAREN E. SIMMERS

SHERIFF RETURN

NOW, June 20, 2007 AT 10:28 AM SERVED THE WITHIN COMPLAINT ON KAREN E. SIMMERS DEFENDANT AT 4458 HEVERLY BLVD., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ALFRED SIMMERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

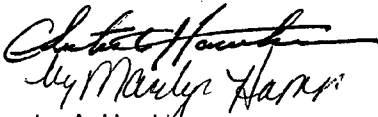
FILED
OCT 29 2007
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SWARTZ	34368	10.00
SHERIFF HAWKINS	SWARTZ	34368	45.16

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff,

v.

KAREN E. SIMMERS,
an individual

Defendant,

CIVIL DIVISION

No. 2007-927-CD

STIPULATION FOR JUDGMENT

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
;80257

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

FILED Any pd 20.00
m) 4:00 PM
NOV 26 2007 Notice to Def.

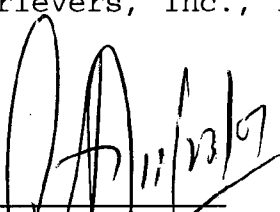
William A. Shaw
Prothonotary/Clerk of Courts

Statement to Pff

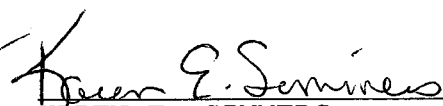
(64)

5. If Defendant fails to make the agreed payments timely, time being of the essence, Plaintiff may execute on the Judgment upon praecipe to the Prothonotary for the balance due on the Judgment after credit is given for any payments made by Defendant and Plaintiff may take any other supplemental action on the Judgment as authorized by law and rules of court.

6. Defendant shall make the said payments to and payable to Investment Retrievers, Inc., P.O. Box 4733, El Dorado Hills, CA 95762.



LOUIS B. SWARTZ, ESQUIRE / DATE
Swartz Lovejoy & Assocs.
Attorney for Plaintiff
1600 Law and Finance Building
Pittsburgh, PA 15219
412/288-0300



KAREN E. SIMMERS / DATE
Defendant
4458 Heverly Boulevard
Coalport, Pa 16627

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

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

v.

KAREN E. SIMMERS,
an individual

Defendant(s),

No. 2007-927-CD

COPY

NOTICE OF ENTRY OF JUDGMENT

TO: Karen E. Simmers

4458 Heverly Boulevard
Coalport, Pa 16627

TAKE NOTICE that on the 26th day of
November, 2007, judgment was entered against
you in the above captioned case in the principal amount of
\$5,440.32 plus interest per Stipulation of Judgment and costs.

PROTHONOTARY

LOUIS B. SWARTZ, ESQUIRE
ATTORNEY FOR PLAINTIFF
SWARTZ LOVEJOY AND ASSOCIATES
1600 LAW AND FINANCE BUILDING
PITTSBURGH, PA 15219
412/288-0300

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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

COPY

Investment Retrievers, Inc.
Chase Manhattan Bank/Bank One
Plaintiff(s)

No.: 2007-00927-CD

Real Debt: \$5,440.32

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Karen E. Simmers
Defendant(s)

Entry: \$20.00

Instrument: Stipulated Judgment

Date of Entry: November 26, 2007

Expires: November 26, 2012

Certified from the record this 26th day of November, 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

FILED

pd \$7.00 Atty
m/12:05 am NoCC + Cert of
MAR 17 2008 Sat issued to
(LW) Atty Swartz

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

v.

KAREN E. SIMMERS,
an individual

Defendant(s),

CIVIL DIVISION

No. 2007-927-CD

PRAECIPE TO SATISFY JUDGMENT

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

80257

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

v.

KAREN E. SIMMERS,
an individual

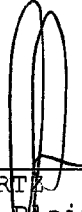
Defendant(s),

No. 2007-927-CD

PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Mark the judgment in the above-captioned case "satisfied."



LOUIS B. SWARTZ
Attorney for Plaintiff


COMMONWEALTH OF PENNSYLVANIA

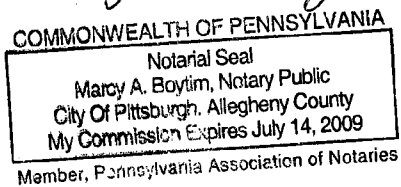
COUNTY OF ALLEGHENY

Before me, the undersigned authority appeared LOUIS B. SWARTZ,
who being known to me, acknowledged that he executed the
foregoing Praecipe for the purposes stated therein.

date 3/11/08

SATISFY.FLE


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2007-00927-CD

Investment Retrievers, Inc.
Chase Manhattan Bank/Bank One

Debt: \$5440.32

Vs.

Atty's Comm.:

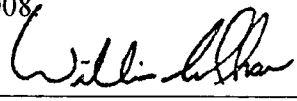
Karen E. Simmers

Interest From:

Cost: \$7.00

NOW, Monday, March 17, 2008 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 17th day of March, A.D. 2008.



Prothonotary