

07-1025-CD  
Comm Fin. Vs Sue Wasko

Comm Fin et al vs Sue Wasko  
2007-1025-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEM, INC.,  
assignee of CHASE BANK CREDIT CARD

NO. 07-1025-CD  
IN CIVIL ACTION

-vs- Plaintiff(s)

SUE WASKO

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 *Att'y pd. 85.00*  
*m/2:1330*  
JUN 28 2007 *iccsheriff*  
*UM*

William A. Shaw  
Prothonotary/Clerk of Courts

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

**COMMONWEALTH FINANCIAL SYSTEM, INC.,  
assignee of CHASE BANK CREDIT CARD**

**NO.  
IN CIVIL ACTION**

**-vs-           Plaintiff(s)**

**SUE WASKO**

**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**

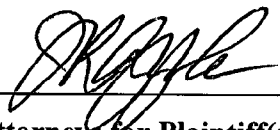
## COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton PA 18504 and as the assignee of Chase Bank, 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 202 Forest Ave, Du Bois, Clearfield County, Pennsylvania 15801.
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 \$11,488.06, 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 9.00% per annum on the balance due from February 3, 2007.
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 \$11,488.06, with appropriate additional interest from February 3, 2007, plus attorneys' fees and costs.

**APPLE AND APPLE, P.C.**

By:   
Attorneys for Plaintiff(s)

5575

**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 October 26, 2004 between Seller and Unifund CCR Partners ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Cut-off Date of October 18, 2005, all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in **Exhibit I** attached hereto and made part hereof for all purposes.

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 26, 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.**

By: [Signature]  
Date: October 19, 2005  
Title Vice President

**Unifund CCR Partners**

By: [Signature]  
Date: October 19, 2005  
Title Member

**EXHIBIT A**



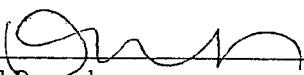
Unifund CCR Partners

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 ("Purchaser"), dated as of October 22, 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 October 22, 2004.

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

By   
David Rosenberg  
CEO/Chairman

For Unifund Use ONLY

Client #	PID	CID #





**AFFIDAVIT**


I, James R. Apple, Esquire, Charles F. Bennett, Esquire, or Joel E. Hausman, Esquire as indicated below verify that:

1. I am the attorney for the Plaintiff;
2. That the facts set forth in the foregoing Pleading are true and correct to the best of my knowledge; information, and belief, based upon information received from the Plaintiff.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4909, relating to unsworn falsification to authorities.

APPLE AND APPLE, P.C.

Dated: 6/26/07

By:   
Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102952  
NO: 07-1025-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEM, INC. assignee  
vs.  
DEFENDANT: SUE WASKO

SHERIFF RETURN

NOW, July 16, 2007 AT 12:01 PM SERVED THE WITHIN COMPLAINT ON SUE WASKO DEFENDANT AT 202 FOREST AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GEORGE WASKO, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED  
07/16/07  
NOV 13 2007

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	15445	10.00
SHERIFF HAWKINS	APPLE	15445	36.43

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*

Chester A. Hawkins  
Sheriff

**FILED**

NOV 19 2007

W/11:20/07

William A. Shaw  
Prothonotary/Clerk of Courts

NO. 2007-1025 CD

DEF

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

**COMMONWEALTH FINANCIAL SYSTEM, INC.,  
assignee of CHASE BANK CREDIT CARD**

**NO. 2007-1025 CD  
IN CIVIL ACTION**

**-vs- Plaintiff(s)**

**SUE WASKO**

**Defendant(s)**

**PRAECIPE FOR DEFAULT  
JUDGMENT**

**CODE-  
FILED ON BEHALF OF  
PLAINTFF**

**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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEM, INC.,  
assignee of CHASE BANK CREDIT CARD

NO. 2007-1025 CD  
IN CIVIL ACTION

-vs- Plaintiff(s)

SUE WASKO

Defendant(s)

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the above- named Defendant(s) in Default of an Answer, in the amount of \$14,839.67, computed as follows:

Amount named in Complaint	\$11,488.06
Interest from February 3, 2007 to September 13, 2007 on \$8,854.88	\$479.60
Less payment of:	-\$
Attorney fees	\$2,872.01
TOTAL	\$14,839.67

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on September 5, 2007 by regular mail, postage prepaid and, addressed as follows:

Defendant: Sue Wasko  
202 Forest Ave  
Du Bois PA 15801

APPLE AND APPLE, P.C.

Dated:

Oct. 8, 2007

By:



Attorneys for the Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEM, INC.,  
assignee of CHASE BANK CREDIT CARD

NO. 2007-1025 CD  
IN CIVIL ACTION

-vs- Plaintiff(s)

SUE WASKO

Defendant(s)

Sue Wasko  
202 Forest Ave  
Du Bois, PA 15801

Date of Notice: September 5, 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 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

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



James R. Apple, Esq.  
Attorneys for Plaintiff(s)  
4650 Baum Boulevard  
Pittsburgh, PA 15213-1237  
Telephone (412) 682-1466

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

**COMMONWEALTH FINANCIAL SYSTEM, INC.,  
assignee of CHASE BANK CREDIT CARD**

**NO. 2007-1025 CD  
IN CIVIL ACTION**

**-vs- Plaintiff(s)**

**SUE WASKO**

**Defendant(s)**

**PRAECIPE FOR WRIT  
OF EXECUTION**

**CODE-  
FILED OF 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  
Telephone: 412-682-1466  
Fax: 412-682-3138

**FILED**

**MAY 22 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

Any pd. \$20.00

ICC @ Le wits  
to Sheriff

66

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEM, INC.,  
assignee of CHASE BANK CREDIT CARD

NO. 2007-1025 CD  
IN CIVIL ACTION

-vs- Plaintiff(s)

SUE WASKO

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue the Writ of Execution in the above-captioned matter...

(1) directed to the Sheriff of **Clearfield** County;

(2) against Defendant(s) **Sue Wasko**

(3) against Garnishee(s)

(4) Judgment: \$14,839.67

Interest from September 14, 2007  
to May 24, 2008 on \$14,839.67

Amount of Interest \$595.18

Payments \$

**SUBTOTAL** \$15,488.85

**Costs (to be added by Prothonotary)** \$ 125.00 **Prothonotary costs**

APPLE AND APPLE, P.C.

Dated: 13 May 08

By: 

**FILED**

**MAY 22 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

Prothonotary costs



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

COPY

Commonwealth Financial System, Inc., assignee of  
Chase Bank Credit Card

Vs.

NO.: 2007-01025-CD

Sue Wasko

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs against COMMONWEALTH FINANCIAL SYSTEM, INC., assignee of CHASE BANK CREDIT CARD, Plaintiff(s) from SUE WASKO, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:  
Personal Property

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

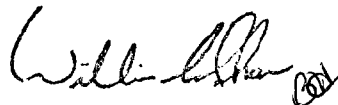
(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

(4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL:.....\$14,839.67  
INTEREST FROM September 14, 2007, to  
May 24, 2008, on \$14,839.67:.....\$595.18  
ATTY'S COMM: \$  
DATE: 5/22/2008

PROTH. COSTS PAID: \$125.00  
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Joel E. Hausman, Esq.  
4650 Baum Boulevard  
Pittsburgh, PA 15213  
(412) 682-3138

\_\_\_\_\_  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20784  
NO: 07-1025-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.  
vs.  
DEFENDANT: SUE WASKO

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 5/22/2008

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/23/2009

S  
**FILED**  
019:1130  
FEB 23 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

6/24/2008 @ 2:45 PM SERVED SUE WASKO

SERVED SUE WASKO, DEFENDANT, AT HER RESIDENCE 202 FOREST AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMANDA HOOTEN, DAUGHTER OF DEFENDANT/ADULT AT RESIDENCE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION,

@ SERVED

DEPUTIES UNABLE TO LEVY THE DEFENDANT JUST RELEASED FROM SCI AND HAS NOTHING OF VALUE TO LEVY.

@ SERVED

NOW, JULY 3, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CLOSE OUT THE WRIT AND DO A RETURN.

@ SERVED

NOW, FEBRUARY 23, 2009 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20784  
NO: 07-1025-CD

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.  
vs.  
DEFENDANT: SUE WASKO

Execution PERSONAL PROPERTY

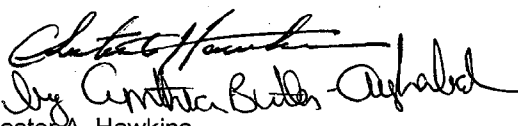
SHERIFF RETURN

---

SHERIFF HAWKINS \$51.19

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

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

Commonwealth Financial System, Inc., assignee of  
Chase Bank Credit Card

Vs.

NO.: 2007-01025-CD

Sue Wasko

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs against COMMONWEALTH FINANCIAL SYSTEM, INC., assignee of CHASE BANK CREDIT CARD, Plaintiff(s) from SUE WASKO, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:  
Personal Property

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

(4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL:.....\$14,839.67

INTEREST FROM September 14, 2007, to

May 24, 2008, on \$14,839.67:.....\$595.18

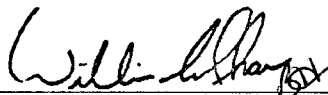
ATTY'S COMM: \$

DATE: 5/22/2008

PROTH. COSTS PAID: \$125.00

SHERIFF: \$

OTHER COSTS: \$



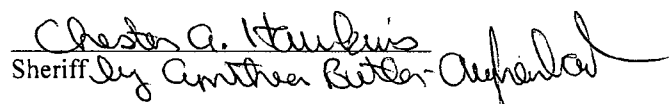
William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 22nd day

of May A.D. 2008

At 3:00 A.M./P.M.

  
Sheriff by Anthony Butler - Deputy

Requesting Party: Joel E. Hausman, Esq.  
4650 Baum Boulevard  
Pittsburgh, PA 15213  
(412) 682-3138

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME SUE WASKO

NO. 07-1025-CD

NOW, February 21, 2009, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Sue Wasko to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	9.00
SERVICE	9.00
MILEAGE	19.19
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	9.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$51.19</b>

DEBT-AMOUNT DUE	14,839.67
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	595.18
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$15,651.04</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	51.19
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

**TOTAL COSTS \$176.19**

**TOTAL COSTS \$15,651.04**

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

CHESTER A. HAWKINS, Sheriff

**APPLE and APPLE P.C.***Attorneys at Law*

4650 BAUM BOULEVARD - PITTSBURGH, PA 15213-1237

Tel: 412-682-1466

Toll Free: 800-477-2775

Fax: 412-682-3138

Licensed to practice in Pennsylvania only

MARVIN J. APPLE

JAMES R. APPLE

CHARLES F. BENNETT, ESQ.

JOEL E. HAUSMAN, ESQ.

July 3, 2008

Sheriff, Clearfield County

Attn: Cindy

230 E. Market Street

Clearfield, PA 16830

Re: Commonwealth Financial Systems,

Inc./Chase Bank vs: Sue Wasko

AAfile: 107883

Balance: \$11,488.06

Docket No: 2007-1025 CD

FAX: 814-765-5915

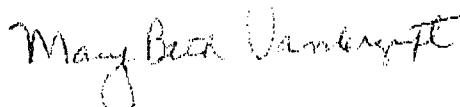
Dear Cindy:

Pursuant to our conversation of today please accept this letter as our request to close out the writ and make a return accordingly since the deputy advised the defendant was recently released from SCI and owns nothing.

Thank you for your assistance in this matter.

Very truly yours,

APPLE AND APPLE, P.C.



Mary Beth Vandergraff,  
Legal Assistant

mbv

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

COMMONWEALTH OF PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS INC.,  
Plaintiff

VS.

SUE WASKO,

Defendant

:  
:  
:  
: CIVIL ACTION – LAW  
:  
: DOCKET NO.: CD-2007-01025  
:

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
JAN 14 2008  
13:10  
Att. pd.  
7.00  
No CC

**PRAECIPE TO MARK JUDGMENT TO USE OF ASSIGNEE**

TO: PROTHONOTARY:

Please mark the Judgment entered in the above captioned case against the Defendant(s) to and for the use of Capital Asset Recovery Fund, LP, PO Box 1630, Cary, NC 27512, Assignee, as per Assignment of Judgment, a copy of which is attached hereto and made a part hereof as Exhibit A.

DATED: 11/26/12 BY: Raymond W. Kessler  
Raymond W. Kessler, Esquire  
Attorney for Assignee

**JUDGMENT MARKED TO USE OF ASSIGNEE**

AND NOW, to wit, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the  
Judgment entered in the above captioned case against the Defendant (s) is hereby marked to and  
for the use of Capital Asset Recovery Fund, LP

\_\_\_\_\_  
Prothonotary

**ASSIGNMENT OF JUDGMENTS**

Commonwealth Financial Systems, Inc. (the "Assignor") hereby assigns all the Assignor's right, title and interest in and to the judgments and accounts listed on Exhibit A, attached hereto (The Judgments) to Capital Asset Recovery Fund, LP (the "Assignee").

Assignor specifically assigns all title, right and interest in the court judgments obtained on the accounts specified in Exhibit A, together with all the benefits and advantages that may be obtained thereby, and grants full power to enforce and recover the Judgments to Assignee's own use. Assignor has assigned the accounts specified in exchange for good and valuable consideration the receipt and sufficiency of which is acknowledged. Assignor further authorizes and empowers any court or any attorney on behalf of the Assignee to mark said Judgments to the Assignee's use and to transfer the Judgments into the Assignee's name as Plaintiff on the Judgments.

The Assignor, intending to be legally bound hereunder, hereby grants conveys transfer, assigns and delivers to the Assignee, its successors and permitted assigns, each of the Judgments and accounts listed on Exhibit A. to and for Assignee's own use and benefit forever.

The Assignee may collect or receive any monies due on the Judgments and accounts and any part thereof, or release or discharge said Judgment and accounts.

This Assignment shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania.

In Witness whereof, the undersigned has duly executed this Assignment of Judgments as of the 2<sup>nd</sup> day of MARCH, 2012.

Commonwealth Financial Systems

By : Matthew Healey  
(Signature)

Name: MATTHEW HEALEY  
(Printed)

Title: LEGAL MANAGER

Commonwealth of Pennsylvania :  
County of Lackawanna : ss.

Matthew Healey The undersigned, a notary public in the Commonwealth of Pennsylvania, does hereby acknowledge that s/he being voluntarily informed of the contents, voluntarily executed the foregoing instrument for the on behalf of such entity.

WITNESS my hand and official seal, this 2nd day of March, 2012.

Stephanie Kulick  
Notary

My commission expires: 6/21/12

