

07-1228-CD

Midland Funding vs B. Swope

FILED Atty pd 85.00  
m110:46 P.D.  
AUG 01 2007 ICC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

Burton Neil & Associates, P.C.  
By: Yale D. Weinstein, Esquire ID. NO. 89678  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
(610) 696-2120  
Attorney for Plaintiff

MIDLAND FUNDING LLC  
8875 Aero Drive Suite 200, San Diego CA 92123  
Plaintiff

v.  
BRENDA L SWOPE  
203 Hemlock Road, Du Bois PA 15801  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: NO. 07-1228-CD  
: CIVIL ACTION - LAW

#### Complaint - Notice

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within (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 claim 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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.**

LAWYER REFERENCE AND INFORMATION SERVICE  
David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone No. 814-765-2641 Ext. 5982

Burton Neil & Associates, P.C.  
By: Yale D. Weinstein, Esquire ID. NO. 89678  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120

Attorney for Plaintiff

MIDLAND FUNDING LLC

Plaintiff

: IN THE COURT OF COMMON PLEAS

v.

BRENDA L SWOPE

Defendant

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO.

: CIVIL ACTION - LAW

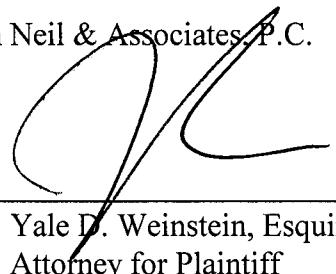
**Complaint**

1. The plaintiff is Midland Funding LLC, a business corporation, with place of business located at 8875 Aero Drive, Suite 200, San Diego, CA 92123.
2. The defendant is Brenda L Swope, who resides at 203 Hemlock Road, Du Bois, Clearfield County, Pennsylvania.
3. On or about December 14, 2001, defendant entered into a Loan Repayment and Security Agreement with Beneficial Consumer Discount Company ("Beneficial"), for her personal use. At that time Beneficial issued loan number 71172300565777. A true and correct copy of the defendant's Loan Repayment and Security Agreement is attached hereto, marked Exhibit A and incorporated herein by reference.
4. Truth-in-Lending Disclosures were issued to defendant on or about December 14, 2001, providing defendant with a payment schedule and an itemization of the amount financed. The truth-in-lending disclosures is attached hereto, marked Exhibit B and incorporated herein by reference.
5. Plaintiff purchased the defendant's account from Beneficial and is now the holder and owner of the account

6. Although demand has been made by plaintiff upon defendant to pay the sum of \$10,867.33, the defendant failed and refused to pay all or any part thereof.

WHEREFORE, Plaintiff demands judgment against defendant in the sum of \$10,867.33, the costs of this action.

Burton Neil & Associates, P.C.

By: 

Yale D. Weinstein, Esquire  
Attorney for Plaintiff

In making this communication, we advise that this firm is a debt collector.

**Verification**

I, Nicole VanDerschaaf am an employee of Midland Credit Management, Inc. which is by contract the servicer for plaintiff Midland Funding LLC retained to collect delinquent debt. I am authorized to make this verification pursuant to a servicing agreement from plaintiff to Midland Credit Management, Inc. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Date: 7/2/07

✓   
\_\_\_\_\_  
Name

Brenda L Swope

71172300565777

**LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)**

**LENDER (called "We", "Us", "Our")**

BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

**BORROWERS (called "You", "Your")**

SWOPE, BRENDA L  
SS# 184509334  
RD 4 BOX 328A  
SALEM TRAILER COURT  
DUBOIS PA 15801

LOAN NO: 711723-565777

DATE OF LOAN 12/14/2001	FIRST PAYMENT DUE DATE 01/14/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 12/14/2006	CONTRACT RATE (per year) 25.698 %
<b>TOTAL OF PAYMENTS</b> \$ 15,077.40	<b>AMOUNT FINANCED</b> \$ 8,443.34			
<b>TOTAL FINANCE CHARGE</b> \$ 6,634.06	<b>SCHEDULED INTEREST</b> \$ 6,634.06	<b>SERVICE CHARGE</b> \$ .00		<b>OFFICIAL FEES</b> \$ .00
LIFE INS PREMIUM \$ 298.08	DISABILITY INS PREMIUM \$ 648.33	IUI PREMIUM \$ 597.07		
			PROPERTY INS (PPI) \$ NONE	
				NON FILING INSURANCE PREMIUM \$ NONE
<b>FIRST INSTALLMENT</b> \$ 251.29	<b>MONTHLY INSTALLMENT</b> \$ 251.29		<b>TERM PERIOD</b> 60	

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.

Fire and extended coverage insurance on real estate security.

Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.

(See "Security" paragraph above for description of security to be insured.)

**NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE



PAB75011

\*S12EF082BM96CEA9000PAB750110\*\*SWOPE

\*

EXHIBIT A

## LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

**DATE ON WHICH FINANCE CHARGE BEGINS.** Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

**MATURITY.** After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

**SECURITY.** You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

**LATE CHARGE.** If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**FAILURE TO PAY.** If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. **You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.**

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

Brenda L. Swope (SEAL)

\_\_\_\_\_ (SEAL)

WITNESS:

John M. Mancuso \_\_\_\_\_



TRUTH-IN-LENDING DISCLOSURES (Page 1 of 2)

LENDER (Called "We", "Our", "Us")

BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

BORROWERS (Called "You", "Your")

SWOPE, BRENDA L  
RR 1 BOX 39B  
LUHTERSBURG PA 15848

LOAN NO: 711723-565777

• ANNUAL PERCENTAGE RATE	• FINANCE CHARGE	Amount Financed	Total of Payments	Date of Loan	
The cost of your credit as a yearly rate.  26.823%	The dollar amount the credit will cost you.  \$ 5517.91	\$ 6681.89	\$ 12199.80	02/26/01	
Your payment schedule will be:					
Number of Payments	Amount of Payments	When Payments Are Due			
1	\$ 203.33	03/26/01			
059	\$ 203.33	Day 26	of each month thereafter. "e"		

SECURITY: YOU ARE GIVING US A SECURITY INTEREST IN:  
PERSONAL PROPERTY ON EXHIBIT 1 P

Late Charge: If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.  
See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

"e" means an estimate

NOTICE: The following page contains additional information.



TRUTH-IN-LENDING DISCLOSURES (Page 2 of 2)

ITEMIZATION OF THE AMOUNT FINANCED

TO: BRENDA L. SWOPE.....	\$	219.95
CREDIT LIFE INSURANCE (PAID TO INSURANCE COMPANY).....	\$	241.19
CREDIT DISABILITY INSURANCE (PAID TO INSURANCE COMPANY).....	\$	524.59
CREDIT INVOLUNTARY UNEMPLOYMENT INSURANCE (PAID TO INSURANCE COMPANY).....	\$	483.11
CREDIT PROPERTY INSURANCE(PAID TO INSURANCE COMPANY).....	\$	212.50
CASH OR CHECK TO BORROWER.....	\$	5000.55
PREPAID FINANCE CHARGE.....	\$	150.00
AMOUNT FINANCED (EXCLUDING PREPAID FINANCE CHARGE).....	\$	6681.89

12-13-99 NRE TIL

PAB18102



\*S12EF082BM98FED9000PAB181020\*\*SWOPE

\*

ORIGINAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103056  
NO: 07-1228-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: MIDLAND FUNDING LLC  
vs.  
DEFENDANT: BRENDA L. SWOPE

**SHERIFF RETURN**

NOW, August 09, 2007 AT 10:08 AM SERVED THE WITHIN COMPLAINT ON BRENDA L. SWOPE DEFENDANT AT 203 HEMLOCK ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRENDA SWOPE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED  
02/4/08  
DEC 21 2007  
CLerk

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NEIL	8508	10.00
SHERIFF HAWKINS	NEIL	8508	54.86

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

by Marilyn Haar

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

Midland Funding LLC  
8875 Aero Drive Suite 200  
San Diego CA 92123

Plaintiff(s)

Y.

BRENDA L SWOPE  
203 Hemlock Road  
Du Bois PA 15801

Defendant(s)

**CIVIL DIVISION, ARBITRATION  
AND STATUTORY APPEALS ONLY**

CASE NO. 07-1228-CD

## TYPE OF PLEADING:

## **Praeципie for Default Judgment**

FILED ON BEHALF OF: Plaintiff

Midland Funding LLC

(Name of Party, indicate plaintiff or defendant)

NAME, ADDRESS AND TELEPHONE OF

**NAME, ADDRESS AND TELEGRAMS**

Counsel of Record  
Individual, if pro se

Yale D. Weinstein, Esquire  
Burton Neil & Associates, P.C.  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
Tel. 1-800-618-6616

Telephone: 610-696-2120  
email: litigation@bdlaw.com

Attorney's State ID# 89678

~~Attorney's Firm ID#~~

(Signature)

FILED *Atty pd.*  
m/11/96  
JAN 22 2008 20.00  
Notice to  
Def.  
William A. Shaw  
Notary/Clerk of Courts  
Statement  
to Atty  
(GR)

MIDLAND FUNDING LLC : IN THE COURT OF COMMON PLEAS  
8875 Aero Drive Suite 200, San Diego CA 92123  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

v.

BRENDA L SWOPE : NO. 07-1228-CD  
203 Hemlock Road  
Du Bois PA 15801  
Defendant : CIVIL ACTION - LAW

**Praeclipe for Default Judgment**

To the Prothonotary:

Please enter judgment by default for want of an answer in the above case in favor of the plaintiff and against the defendant, and assess damages as follows:

Principal:	\$10,867.33
TOTAL	\$10,867.33

Understanding that false statements herein made are subject to penalty under 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, I verify that:

1. The above are the precise last-known addresses of the judgment debtor and creditor.
2. The annexed notice of intention to file this praecipe was mailed to all parties against whom judgment is to be entered and to their record attorneys, if any, after the default occurred, and at least ten days prior to the date of the filing of this praecipe.
3. Pursuant to Section 201(b)(1)(A) of the Servicemembers Civil Relief Act of 2003 (SCRA), the defendant is not in the military service of the United States based on information received from the defendant and/or the Department of Defense website.

**JUDGMENT BY DEFAULT ENTERED  
AND DAMAGES ASSESSED AS ABOVE.  
NOTICE GIVEN UNDER PA.R.CIV.P. 236**

Willie Shango 11/22/08  
Pro Prothonotary

Burton Neil & Associates, P.C.

By:   
Yale D. Weinstein, Esquire  
Attorney for Plaintiff  
I.D. NO. 89678  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380

The law firm of Burton Neil & Associates is a debt collector.

88590



MIDLAND FUNDING LLC

88590

Plaintiff

: IN THE COURT OF COMMON PLEAS

v.

BRENDA L SWOPE

: CLEARFIELD COUNTY, PENNSYLVANIA

Defendant

: NO. 07-1228-CD

: CIVIL ACTION - LAW

**Notice of Intention to File Praeclipe for Default Judgment**

TO: Brenda L Swope  
203 Hemlock Road  
Du Bois PA 15801

**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 your 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. 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.

LAWYER REFERENCE AND  
INFORMATION SERVICE  
David S. Meholick.  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone No. 814-765-2641 Ext. 5982

DATE OF NOTICE: January 3, 2008

Burton Neil & Associates, P.C.

By:

Yale D. Weinstein, Esquire  
Attorney for Plaintiff  
Identification No. 89678  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
(610) 696-2120

In making this communication, we advise our office is a debt collector.



Burton Neil & Associates, P.C.  
By: Yale D. Weinstein, Esquire ID. NO. 89678  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120  
Attorney for Plaintiff

MIDLAND FUNDING LLC  
Plaintiff

v.

BRENDA L SWOPE  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: NO. 07-1228-CD  
: CIVIL ACTION - LAW

**Rule of Civil Procedure NO. 236 (Revised)**

Notice is given that a JUDGMENT in the above captioned matter has been entered  
against you on January 22, 2008.

Prothonotary  
By: Willie L. Sharpe  
Deputy

If you have any questions concerning the above, please contact:

Yale D. Weinstein, Esquire  
Attorney for Party Filing  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
Phone: 610-696-2120

The law firm of Burton Neil & Associates is a debt collector.

**COPY**

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

COPY

Midland Funding LLC  
Plaintiff(s)

No.: 2007-01228-CD

Real Debt: \$10,867.33

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Brenda L. Swope  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 22, 2008

Expires: January 22, 2013

Certified from the record this 22nd day of January, 2008.



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