



FILED *icc Sheriff*  
*m110: 5684*  
AUG 01 2007 *Any pd. 85.00*  
*LM*  
William A. Shaw  
Prothonotary/Clerk of Courts

Burton Neil & Associates, P.C.  
By: Brit J. Suttell, Esquire ID. NO. 204140  
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.

LINDA L THOMAS  
522 Chestnut Avenue, Du Bois PA 15801  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: NO. *07-1229-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. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone No. 814-765-2641 Ext. 5982

88591

Burton Neil & Associates, P.C.  
By: Brit J. Suttell, Esquire ID. NO. 204140  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120

Attorney for Plaintiff

MIDLAND FUNDING LLC	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
v.	:	NO.
LINDA L THOMAS	:	CIVIL ACTION - LAW
Defendant	:	

### **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 Linda L Thomas, who resides at 522 Chestnut Avenue, Du Bois, Clearfield County, Pennsylvania.

3. On or about March 25, 2004, 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 71172300598079. 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.

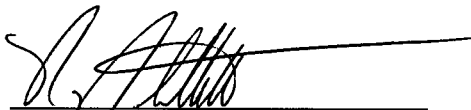
4. Truth-in-Lending Disclosures were issued to defendant on or about March 25, 2004, providing defendant with a payment schedule and an itemization of the amount financed. The truth-in-lending disclosures is attached hereto, marked Exhibit B and incorporated herein by reference.

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 \$11,137.43, the defendant failed and refused to pay all or any part thereof.

WHEREFORE, Plaintiff demands judgment against defendant in the sum of \$11,137.43, the costs of this action.

Burton Neil & Associates, P.C.


By:   
Brit J. Suttell, 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

Linda L Thomas  
71172300598079

# **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")**

THOMAS, LINDA L  
SS# 207549302  
522 CHESTNUT AVENURE  
DUBOIS PA 15801

**LOAN NO:** 711723-598079

DATE OF LOAN 03/25/2004	FIRST PAYMENT DUE DATE 04/25/2004	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 03/25/2009	CONTRACT RATE (per year) 19.900 %
TOTAL OF PAYMENTS \$ 14,142.60	AMOUNT FINANCED \$ 8,915.48			
TOTAL FINANCE CHARGE \$ 5,227.12	SCHEDULED INTEREST \$ 5,227.12	SERVICE CHARGE \$ .00	OFFICIAL FEES \$ .00	
LIFE INS PREMIUM \$ 307.60	DISABILITY INS PREMIUM \$ NONE	IUI PREMIUM \$ NONE	PROPERTY INS (PPI) \$ NONE	NON FILING INSURANCE PREMIUM \$ NONE
FIRST INSTALLMENT \$ 235.71	MONTHLY INSTALLMENT \$ 235.71	TERM PERIOD 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



\*T1571035EL93CEA9000PAB750110\*\*THOMAS

**EXHIBIT**  
ORIGINAL

A

PAB75011

## 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.**

03-01-00 NRE

PAB75012



\*T1571035EL93CEA9000PAB750120\*\*THOMAS

\*

ORIGINAL

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:

*Luella L. Thomas* (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

WITNESS:

*Nicholas Duda*



**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")**

THOMAS, LINDA L  
522 CHESTNUT AVENURE  
DUBOIS PA 15801

**LOAN NO:** 711723-598079

<b>• ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  19.900%	<b>• FINANCE CHARGE</b> The dollar amount the credit will cost you.  \$ 5227.12	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.  \$ 8915.48	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.  \$ 14142.60	<b>Date of Loan</b>  03/25/04
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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 235.71	04/25/04
059	\$ 235.71	Day 25 of each month thereafter.

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.

**NOTICE: The following page contains additional information.**



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

ITEMIZATION OF THE AMOUNT FINANCED

TO: 71172300580212.....	\$	8357.07
CREDIT LIFE INSURANCE (PAID TO INSURANCE COMPANY).....	\$	307.60
CASH OR CHECK TO BORROWER.....	\$	250.81
AMOUNT FINANCED.....	\$	8915.48

11-26-02 NRE TIL

PAB18112



\*T1571035EL93FED9000PAB181120\*\*THOMAS

\*

ORIGINAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103057  
NO: 07-1229-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: MIDLAND FUNDING LLC  
vs.  
DEFENDANT: LINDA L. THOMAS

SHERIFF RETURN

NOW, August 03, 2007 AT 3:00 PM SERVED THE WITHIN COMPLAINT ON LINDA L. THOMAS DEFENDANT AT 522 CHESTNUT AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LINDA THOMAS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED  
9/21/07  
DEC 21 2007

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NEIL	8516	10.00
SHERIFF HAWKINS	NEIL	8516	36.43

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff(s)

v.

LINDA L THOMAS  
522 Chestnut Avenue  
Du Bois PA 15801

Defendant(s)

CIVIL DIVISION, ARBITRATION  
AND STATUTORY APPEALS ONLY

CASE NO. 07-1229-CD

TYPE OF PLEADING: \_\_\_\_\_

Precipe for Default Judgment

CODE AND CLASSIFICATION:

FILED ON BEHALF OF: Plaintiff

MIDLAND FUNDING LLC

(Name of Party, indicate plaintiff or defendant)

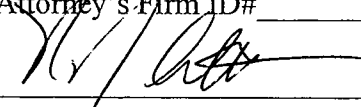
NAME, ADDRESS AND TELEPHONE OF:

X Counsel of Record  
\_\_\_\_\_ Individual, if pro se

Brit J. Suttell, Esquire  
Burton Neil & Associates, P.C.  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
Telephone: 610-696-2120  
**email: litigation@burt-law.com**

Attorney's State ID# 204140

Attorney's Firm ID# \_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

FILED  
JAN 11 2008  
11:20 am  
Pd \$20.00 Atty  
1cc notice to  
debt  
1cc statement  
to Atty,  
William A. Shaw  
Prothonotary/Clerk of Courts

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

v.

: NO. 07-1229-CD

LINDA L THOMAS  
522 Chestnut Avenue  
Du Bois PA 15801  
Defendant

: CIVIL ACTION - LAW

**Praeipce 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:	\$11,137.43
TOTAL	\$11,137.43

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**

  
Pro Prothonotary

Burton Neil & Associates, P.C.

By: 

Brit J. Suttell, Esquire  
Attorney for Plaintiff  
I.D. NO. 204140  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380

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

88591



Midland Funding LLC

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO. 07-1229-CD

LINDA L THOMAS

Defendant

: CIVIL ACTION - LAW

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

TO: Linda L Thomas  
522 Chestnut Avenue  
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. Meholic0.  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone No. 814-765-2641 Ext. 5982

DATE OF NOTICE: October 17, 2007

Burton Neil &amp; Associates, P.C.

By: 

Brit J. Sutton, Esquire

Attorney for Plaintiff

Identification No. 204140

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: Brit J. Suttell, Esquire ID. NO. 204140  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120

Attorney for Plaintiff

MIDLAND FUNDING LLC  
Plaintiff

v.

LINDA L THOMAS  
Defendant

: IN THE COURT OF COMMON PLEAS  
:  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO. 07-1229-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 11, 2008.

Prothonotary

By: William L. Suttell *cm*

Deputy

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

Brit J. Suttell, 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.

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

Midland Funding LLC  
Plaintiff(s)

No.: 2007-01229-CD

Real Debt: \$11,137.43

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Linda L. Thomas  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 11, 2008

Expires: January 11, 2013

Certified from the record this January 11, 2008



LM

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