

07-1229-CD
Midland Funding vs L. Thomas

FILED
MTO: 5/6/07
AUG 01 2007 Atty 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

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

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO.

LINDA L THOMAS

Defendant

: 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 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.

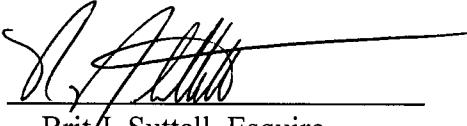
4. Truth-in-Lending Disclosures were issued to defendant on or about March 25, 2004, providing defendant with a payment schedule and an itemization of the amount financed. The truth-in-lending disclosures is attached hereto, marked Exhibit B and incorporated herein by reference.

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

✓ MM ✓

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 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
FIRST INSTALLMENT \$ 235.71	MONTHLY INSTALLMENT \$ 235.71			NON FILING INSURANCE PREMIUM \$ NONE
			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.



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



XT1571035EL93CEA9000PAB750120**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:

 (SEAL)

_____ (SEAL)

WITNESS: _____ (SEAL)





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

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

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

x

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
01/24/08
DEC 21 2007
WAS
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
by Marilyn Hauer
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: _____

Preacipe 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 ^{pd \$20.00 Atty}
m/11/2008 ^{CC a notice to}
JAN 11 2008 ^{deft}
^{CC a statement} ^{to Atty,}
William A. Shaw
Prothonotary/Clerk of Courts

MIDLAND FUNDING LLC : IN THE COURT OF COMMON PLEAS
8875 Aero Drive Suite 200, San Diego CA 92123 : CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff
v.
LINDA L THOMAS : NO. 07-1229-CD
522 Chestnut Avenue
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:	\$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**

Willie L. Suttell

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



1. Midland Funding LLC : IN THE COURT OF COMMON PLEAS
 Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
 v. : NO. 07-1229-CD
 LINDA L THOMAS : CIVIL ACTION - LAW
 Defendant

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 & Associates, P.C.

By: 
 Brit J. Suttell, 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. Shanahan 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