



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

Vs.

CIVIL DIVISION

No. 07-1434-CD

TERRY E. PRY  
DIANE K. PRY

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**FILED**

m/3:25/301  
SEP 04 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Att'y fee \$5.00

2cc Sheriff

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

TERRY E. PRY  
and  
DIANE K. PRY

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendants' Address:  
318 SOUTH CHURCH STREET  
DUBOIS, PA 15801

CIVIL DIVISION

No.

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MAUREEN A. DOWD, ESQ.  
PA ID NO. 90549  
BETH ARNOLD HOWELL, ESQ.  
PA ID NO. 203606  
CHRISTINE A. SAUNDERS, ESQ.  
PA ID NO. 203373

**CHROMULAK & ASSOCIATES, LLC**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

TERRY E. PRY  
and  
DIANE K. PRY,

Defendants.

COMPLAINT

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. TERRY E. PRY and DIANE K. PRY are adult individuals residing at 318 SOUTH CHURCH STREET, DUBOIS, PA 15801.

3. On or about SEPTEMBER 30, 2003, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with the Defendants, Plaintiff advanced funds to the Defendants.

**THIS IS AN ATTEMPT TO  
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5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about NOVEMBER 27, 2006.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due and owing by the Defendants is in the sum of SEVEN THOUSAND FIVE HUNDRED NINETY FIVE AND 52/100 (\$7,595.52) DOLLARS as of JULY 15, 2007.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover the entire indebtedness, including without limitation, principal, accrued interest, costs of collection and reasonable attorney's fees.

**WHEREFORE**, Plaintiff claims damages in the sum of SEVEN THOUSAND FIVE HUNDRED NINETY FIVE AND 52/100 (\$7,595.52) DOLLARS, plus court costs and attorney's fees.

Respectfully submitted,

**Chromulak & Associates, LLC**

By: Christine A. Saunders

**CATHY ANN CHROMULAK, ESQ.**

PA ID NO. 42067

**MAUREEN A. DOWD, ESQ.**

PA ID NO. 90549

**BETH ARNOLD HOWELL, ESQ.**

PA ID NO. 203606

**CHRISTINE A. SAUNDERS, ESQ.**

PA ID NO. 203373

Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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# **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")**

PRY, TERRY E  
SS# 3332  
PRY, DIANE K  
SS# 5123  
318 S CHURCH ST  
DUBOIS PA 15801

**LOAN NO:**

3120

DATE OF LOAN 09/30/2003	FIRST PAYMENT DUE DATE 10/30/2003	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 09/30/2008	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 13,573.20	AMOUNT FINANCED \$ 7,600.99			
TOTAL FINANCE CHARGE \$ 5,972.21	SCHEDULED INTEREST \$ 5,972.21	SERVICE CHARGE \$ .00	OFFICIAL FEES \$ .00	
LIFE INS PREMIUM \$ 517.65	DISABILITY INS PREMIUM \$ 583.65	TU PREMIUM \$ NONE		
		PROPERTY INS (PPI) \$ NONE		
		NON FILING INSURANCE PREMIUM \$ NONE		
FIRST INSTALLMENT \$ 226.22	MONTHLY INSTALLMENT \$ 226.22	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**

**EXHIBIT**

**ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE



\*117003090599CEA9000PAB750



ORIGINAL

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



\*117003090599CEA9000PAB750120\*\*PRY

ORIGINAL

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

**BORROWERS:**

Tony F. P. [Signature] (SEAL)

Diane K. Ry [Signature] (SEAL)

\_\_\_\_ (SEAL)

**WITNESS:**

Amy M. Kastansek [Signature]



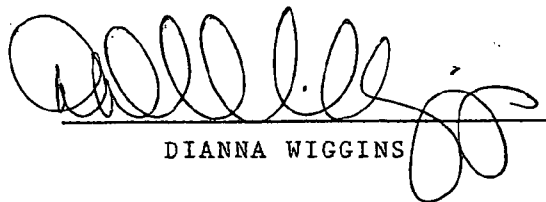


VERIFICATION

DIANNA WIGGINS , Recover Specialist for

Beneficial Consumer Discount Company

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the forgoing Complaint are true and correct to the best of her knowledge, information and belief.



DIANNA WIGGINS

**FILED**

**SEP 04 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103163  
NO: 07-1434-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: TERRY E. PRY & DIANE K. PRY

**SHERIFF RETURN**

NOW, September 19, 2007 AT 3:00 PM SERVED THE WITHIN COMPLAINT ON TERRY E. PRY DEFENDANT AT 318 SOUTH CHURCH ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TERRY PRY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

**FILED**

0/11:45 am  
JAN 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103163  
NO: 07-1434-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: TERRY E. PRY & DIANE K. PRY

**SHERIFF RETURN**

---

NOW, September 19, 2007 AT 3:00 PM SERVED THE WITHIN COMPLAINT ON DIANE K. PRY DEFENDANT AT 318 SOUTH CHURCH ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TERRY PRY, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103163  
NO: 07-1434-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: TERRY E. PRY & DIANE K. PRY

SHERIFF RETURN

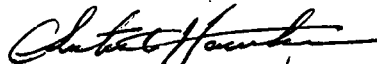
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	19541	20.00
SHERIFF HAWKINS	CHROMULAK	19541	90.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ <sup>2008</sup>  
2007

So Answers,

  
by Marilyn Harris  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

TERRY E. PRY and DIANE K. PRY,

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendants' Address:  
318 SOUTH CHURCH STREET  
DUBOIS, PA 15801

**CIVIL DIVISION**

No. 07-1434-CD

**TYPE OF PLEADING:**

Præcipe For Entry  
Of Consent To Judgment

**TYPE OF CASE:**

Civil Action

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

**COUNSEL OF RECORD:**

**CATHY ANN CHROMULAK, ESQ.**

PA ID NO. 42067

**BETH ARNOLD HOWELL, ESQ.**

PA ID NO. 203606

**TERESA K. FUCHS, ESQ.**

PA ID NO. 205696

**CHROMULAK & ASSOCIATES, L.L.C.**

375 Southpointe Boulevard  
4th Floor  
Canonsburg, PA 15317  
(724) 916-2400

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
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**FILED** <sup>GP</sup>  
mjl: 58/20 Atty pd.  
APR 10 2008 20.00  
Notice to Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to  
Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

TERRY E. PRY and DIANE K. PRY,

Defendants.

CIVIL DIVISION

No. 07-1434-CD

PRAECIPE FOR ENTRY OF CONSENT TO JUDGMENT

TO PROTHONOTARY:

Please enter judgment in favor of Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY and against Defendants, TERRY E. PRY and DIANE K. PRY, in the amount of SIX THOUSAND SEVEN HUNDRED TEN AND 52/100 (\$6,710.52), with interest thereon at the legal rate of 6% from April 7, 2008, as evidenced by the Consent to Judgment attached hereto as Exhibit A.

Respectfully submitted,  
CHROMULAK & ASSOCIATES, L.L.C.

By: Beth Arnold Howell  
Cathy Ann Chromulak, Esq.  
Beth Arnold Howell, Esq.  
Teresa K. Fuchs, Esq.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

CIVIL DIVISION

No. 07-1434-CD

Vs. Plaintiff,

TERRY E. PRY and DIANE K. PRY  
Defendants.

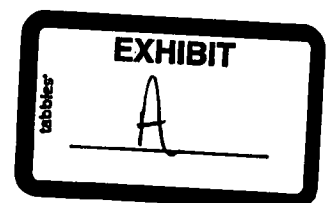
CONSENT TO JUDGMENT

AND NOW, to wit, this 7th day of April, 2008, with the  
consent of all parties and their respective counsel, it is agreed as follows:

1. Judgment shall be and is hereby entered against Defendants TERRY E. PRY and DIANE K. PRY in the amount of SIX THOUSAND SEVEN HUNDRED TEN AND 52/100 (\$6,710.52) DOLLARS plus interest on the unpaid balance at the rate of 6% per annum commencing on FEBRUARY 8, 2008.
2. Defendants TERRY E. PRY and DIANE K. PRY agree to make payments to Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY in the amount of \$200.00 DOLLARS on or before the 30TH day of each month for THRITY EIGHT (38) consecutive months, until the entire debt owing Plaintiff is paid in full. The first payment shall be due on or before FEBRUARY 29, 2008.
3. Payments shall be sent to Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY in care of CHROMULAK & ASSOCIATES, L.L.C., 375 Southpointe Boulevard, 4th Floor, Canonsburg, PA 15317, or any other address Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY may later designate.
4. Defendants TERRY E. PRY and DIANE K. PRY have induced Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY, and Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY agrees to forbear in the enforcement of its rights against them so long as Defendants TERRY E. PRY and DIANE K. PRY make timely payments. If Defendants TERRY E. PRY and DIANE K. PRY fail to make timely payments, then Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY may institute or take all steps necessary, appropriate or helpful to collect the judgment, represented hereby, together with the Plaintiff's costs of collection and attorneys fees therefor.

AND NOW, on the date written above, the parties set forth their hands and seals as follows:

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Justin O. Pry  
Witness

Justin O. Pry  
Witness

Diane K. Pry  
DIANE K. PRY

Terry E. Pry  
TERRY E. PRY

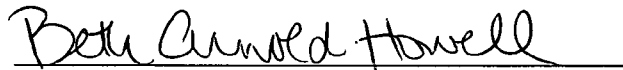
Jessica K. Fuchs  
Cathy Ann Chromulak  
Christine A. Saunders  
Beth Arnold Howell  
Teresa K. Gabriel

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## CERTIFICATE OF SERVICE

I, counsel for Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing PRAECIPE FOR ENTRY OF CONSENT TO JUDGMENT was served upon the following by United States First Class Mail, postage prepaid on this 8<sup>th</sup> day of April 2008:

TERRY E. PRY and DIANE K. PRY  
318 SOUTH CHURCH STREET  
DUBOIS, PA 15801

A handwritten signature in cursive script that reads "Beth Arnold Howell". The signature is written in black ink and is positioned above a horizontal line.

Cathy Ann Chromulak, Esq.  
Christine A. Saunders, Esq.  
Beth Arnold Howell, Esq.  
Teresa K. Gabriel, Esq.

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THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

CIVIL DIVISION

No. 07-1434-CD

vs.

TERRY E. PRY and DIANE K. PRY,  
Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

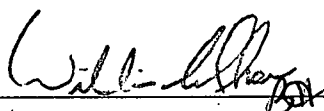
TO: TERRY E. PRY and DIANE K. PRY  
318 SOUTH CHURCH STREET  
DUBOIS, PA 15801

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on April 10, 2008.

( ) A copy of the Order or Decree is enclosed, or

(X) The judgment is as follows: SIX THOUSAND SEVEN HUNDRED TEN AND 52/100 (\$6,710.52), plus interest at the legal rate of 6% per annum and additional costs of suit.

  
Deputy

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

COPY

Beneficial Consumer Discount Company  
Plaintiff(s)

No.: 2007-01434-CD

Real Debt: \$6,710.52

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Terry E. Pry  
Diane K. Pry  
Defendant(s)

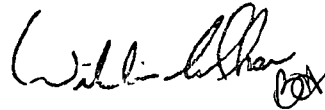
Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: April 10, 2008

Expires: April 10, 2013

Certified from the record this 10th day of April, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

vs.

TERRY E. PRY  
and DIANE K. PRY

Defendants,

and

FIRST COMMONWEALTH BANK  
Garnishee,

and

NATIONAL CITY BANK  
Garnishee.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendants' Address:  
318 S. CHURCH ST.  
DUBOIS, PA 15801

DATE: OCTOBER 9, 2008

CIVIL DIVISION

No. 07-1434- CD

TYPE OF PLEADING:

PRAECIPE FOR A WRIT OF  
EXECUTION

FILED ON BEHALF OF:

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.  
PA ID NO. 203606

TERESA K. FUCHS, ESQ.  
PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.  
PA ID NO. 205703

**CHROMULAK & ASSOCIATES, L.L.C.**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

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4 FILED Atty pd. 20.00  
m 18:57 2008  
OCT 14 2008 1000-9wnts  
to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts (610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

CIVIL DIVISION

Plaintiff,

No. 07-1434- CD

vs.

TERRY E. PRY  
and DIANE K. PRY

Defendants,

and

FIRST COMMONWEALTH BANK

Garnishee,

and

NATIOINAL CITY BANK

Garnishee.

PRAECIPE FOR WRIT OF EXECUTION

TO: The Prothonotary

Please issue a Writ of Execution in the above matter,

1. directed to the Sheriff of CLEARFIELD County;
2. against TERRY E. PRY, defendant, and
3. against DIANE K. PRY, defendant, and
4. against FIRST COMMONWEALTH BANK, garnishee, and
5. against NATIOINAL CITY BANK, garnishee
6. and index this writ
  - a. against TERRY E. PRY, defendant, and
  - b. against DIANE K. PRY, defendant, and
  - c. against FIRST COMMONWEALTH BANK, garnishee, and any property of the defendant in the name of Garnishee, and
  - d. against NATIOINAL CITY BANK, garnishee, and any property of the defendant in the name of Garnishee:

Said Writ of Execution is pursuant to all monies due defendant in any accounts, individual and joint, personal and business.

7.	Amount of Judgment	\$6,710.52
	Additional Interest to Date	\$ 188.86
	(Costs to be added)	\$ _____
	Less	\$ 400.00
	Pursuant to Writ of Execution	\$6,499.38
	And Service of Writ	125.00

Prothonotary costs

*Teresa K. Fuchs*  
CATHY ANN CHROMULAK, ESQ.  
BETH ARNOLD HOWELL, ESQ.  
TERESA K. FUCHS, ESQ.  
JENNIFER M. PALONIS, ESQ.

**THIS IS AN ATTEMPT TO  
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**FILED**

**OCT 14 2008**

**William A. Shaw**  
Prothonotary/Clerk of Courts

2008-10-14

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

vs.

TERRY E. PRY  
and DIANE K. PRY

Defendants,

and

FIRST COMMONWEALTH BANK  
Garnishee,

and

NATIONAL CITY BANK  
Garnishee.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendants' Address:  
318 S. CHURCH ST.  
DUBOIS, PA 15801

**CIVIL DIVISION**

No. 07-1434- CD

**TYPE OF PLEADING:**

Claim for Exemption

**TYPE OF CASE:**

Civil Action

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

**COUNSEL OF RECORD:**

**CATHY ANN CHROMULAK, ESQ.**

PA ID NO. 42067

**BETH ARNOLD HOWELL, ESQ.**

PA ID NO. 203606

**TERESA K. FUCHS, ESQ.**

PA ID NO. 205696

**JENNIFER M. PALONIS, ESQ.**

PA ID NO. 205703

**CHROMULAK & ASSOCIATES, L.L.C.**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**



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

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

**CIVIL DIVISION**

Plaintiff,

No. 07-1434- CD

vs.

TERRY E. PRY  
and DIANE K. PRY

Defendant,

and  
FIRST COMMONWEALTH BANK

Garnishee,

and  
NATIONAL CITY BANK

Garnishee.

**WRIT OF EXECUTION  
NOTICE**

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. SUCH PROPERTY IS SAID TO BE EXEMPT. No matter what you owe, there is a DEBTOR'S EXEMPTION established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions that may be applicable to you. Listed below is a summary of some of the major exemptions that may be applicable to you. If you have an exemption, you should do the following promptly:

1. Complete the claim form attached hereto, and demand a prompt hearing.
2. Deliver the form or mail it to the Sheriff's office at the address noted.

You should come to Court when and where you are told to appear ready to explain your exemption. **IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.**

**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.**

CLEARFIELD COUNTY LAWYER REFERRAL  
DAVID S. MEHOLIK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 exemption set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms and equipment.
4. Tools of your trade, such as carpenter's tools.
5. Most wages and unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain Veteran and armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

We, the above-named Defendant(s), claim exemption of property from levy or attachment:

1. FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON:

a. I desire that my statutory \$300.00 exemption be:

[ ] (1) set aside of kind (specify property to be set aside in kind):

---

[ ] (2) paid in cash following the sale of the property levied upon;

OR

b. I claim the following exemption: (specify property and basis or exemption):

---

2. FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

a. My \$300.00 STATUTORY EXEMPTION: [ ] in cash [ ] in kind  
(specify property):

---

b. Social Security benefits on deposit in the amount of  
\$ \_\_\_\_\_;

c. Other (specify amount and basis for exemption):

---

I request a prompt Court Hearing to determine the exemption. Notice of the Hearing should be given me at the following:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA.C.S. § 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

Defendant: \_\_\_\_\_

Date: \_\_\_\_\_

Defendant: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH:**

CLEARFIELD COUNTY SHERIFF'S OFFICE  
P.O. BOX 549  
CLEARFIELD, PA 16830  
814-765-2641

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in separate direction to the Sheriff.

Under paragraph (2) of the Writ, if attachment of a named Garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the Writ, the Sheriff may, as under prior practice, add as a Garnishee any person not named in this Writ who may be found in possession of property of the Defendant(s). See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a). (b) Each Court shall, by local rule, designate the officer organization or person to be named in the notice.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY,

Plaintiff,

No. 07-1434-CD

vs.

TERRY E. PRY AND DIANE K. PRY,  
Defendant.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD, COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against defendant(s) TERRY E. PRY and DIANE K. PRY;

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK and NATIONAL CITY BANK as Garnishee(s) per the following property description:

**SAID WRIT OF EXECUTION IS PURSUANT TO ALL MONIES DUE DEFENDANT IN ANY ACCOUNTS, INDIVIDUAL, AND JOINT, PERSONAL AND BUSINESS.**

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is/are enjoined from paying out any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

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

COSTS:

Amount Due: \$ 6,710.52

Prothonotary: \$ 125.00

Interest From: \$ 188.86

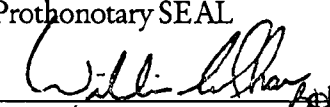
Less \$ 400.00

Sheriff: \$

TOTAL \$ 6,499.38

Plus costs as per endorsement hereon.

Prothonotary SEAL

  
Agent/Deputy

10/14/08

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 07-1434-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY

SERVICE # 2 OF 2

VS

TERY E. PRY and DIANE K. PRY

TO: FIRST COMMONWEALTH BANK, Garnishee and NATIONAL CITY BANK, Garnishee  
WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 10/29/2008 *NSP* HEARING: PAGE: 104783

DEFENDANT: NATIONAL CITY BANK, Garnishee  
ADDRESS: 200 N. BRADY ST.  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS \_\_\_\_\_  
\_\_\_\_\_

**SHERIFF'S RETURN**

NOW, 10-17-08 AT 10:58 (AM) PM SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON NATIONAL CITY BANK, Garnishee, DEFENDANT  
BY HANDING TO Erin Williams / Customer Service Rep

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED 200 North Brady St. Dubois, Pa. 15801

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR NATIONAL CITY BANK, Garnishee

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO NATIONAL CITY BANK, Garnishee

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: *Jerome M. Neri*  
Deputy Signature

Jerome M. Neri  
Print Deputy Name

**FILED**  
OCT 17 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 07-1434-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY

SERVICE # 1 OF 2

VS

TERY E. PRY and DIANE K. PRY

TO: FIRST COMMONWEALTH BANK, Garnishee and NATIONAL CITY BANK, Garnishee  
WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 10/29/2008 *ASAP* HEARING: PAGE: 104783

DEFENDANT: FIRST COMMONWEALTH BANK, Garnishee  
ADDRESS: 2 EAST LONG AVE.  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS \_\_\_\_\_  
\_\_\_\_\_

**SHERIFF'S RETURN**

NOW, 10-27-08 AT 11:04 (AM) PM **SERVED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON FIRST COMMONWEALTH BANK, Garnishee,  
DEFENDANT

BY HANDING TO Loretta Boney, Office Manager

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED 2 East Long Ave Dubois, Pa. 15801

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR FIRST COMMONWEALTH BANK, Garnishee

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO FIRST COMMONWEALTH BANK, Garnishee

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Newlin  
Deputy Signature

Jerome M. Newlin  
Print Deputy Name

**FILED**  
*013:13.51*  
**OCT 17 2008**  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY,

Plaintiff,

No. 07-1434-CD

vs.

TERRY E. PRY AND DIANE K. PRY,  
Defendant.

RECEIVED  
OCT 20 2008

FILED

OCT 24 2008

5 m/10:15/10  
William A. Shaw  
Prothonotary/Clerk of Courts

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD, COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against defendant(s) TERRY E. PRY and DIANE K. PRY;

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK and NATIONAL CITY BANK as Garnishee(s) per the following property description:

SAID WRIT OF EXECUTION IS PURSUANT TO ALL MONIES DUE DEFENDANT IN ANY ACCOUNTS, INDIVIDUAL, AND JOINT, PERSONAL AND BUSINESS.

and to notify the Garnishee(s) that

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(b) the garnishee(s) is/are enjoined from paying out any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

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

COSTS:

Amount Due: \$ 6,710.52

Prothonotary: \$125.00

Interest From: \$ 188.86

Less \$ 400.00

Sheriff: \$

TOTAL \$ 6,499.38

Plus costs as per endorsement hereon.

Received this writ this 14 day  
of OCT A.D. 2008  
At 3:00 A.M./P.M.

Christa A. Hammers  
Sheriff by Mary Hammers

Prothonotary SEAL

William A. Shaw 10/14/08  
Agent/Deputy



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

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

**CIVIL DIVISION**

Plaintiff,

No. 07-1434- CD

vs.

TERRY E. PRY  
XXX-XX-5123  
and DIANE K. PRY  
XXX-XX-3332  
318 S. CHURCH ST.  
DUBOIS, PA 15801

Defendant,

and  
FIRST COMMONWEALTH BANK

Garnishee,

and  
NATIOINAL CITY BANK

Garnishee.

For all answers to this and the  
foregoing Interrogatories, see  
Exhibit "A" attached hereto and  
made part of hereof.

TO: FIRST COMMONWEALTH BANK  
2 EAST LONG AVE.  
DUBOIS, PA 15801

You are required to file Answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

**INTERROGATORIES TO GARNISHEE**

**FIRST:** At the time you were served or at any subsequent time did you owe the Defendant any money or were you liable to him/her on any negotiable or other written instrument, or did he/she claim that you owed him/her any money or that you were liable to him/her for any reason:

**RESPONSE:**

**SECOND:** If your response to the previous interrogatory was anything other than an unqualified negative, set forth the amount of the claim, and identify the written instrument, if any, that forms the basis of the claim.

**RESPONSE:**

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
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THIRD: At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more persons any property of any nature owned solely or in part by the Defendant? The scope of this interrogatory encompasses, but is not restricted to, the contents of any bank account(s).

RESPONSE:

FOURTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

FIFTH: At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant (or in which Defendant) held or claimed any interest.

RESPONSE:

SIXTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

SEVENTH: At the time you were served or at any subsequent time, did you hold as a fiduciary any property in which the Defendant had any interest?

RESPONSE:

**THIS IS AN ATTEMPT TO  
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EIGHTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

NINTH: At any time before or after you were served, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefore?

RESPONSE:

TENTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount, and state the date of the transfer and the name and address of the transferee(s).

RESPONSE:

ELEVENTH: At any time after you were served, did you pay, transfer or deliver any money or property of the Defendant or to any person or place pursuant to their direction or otherwise discharge any claim of the Defendant against you?

RESPONSE:

TWELFTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, in the case of monetary assets, state the amount, and state the date of transfer and the name and address of the transferee(s).

RESPONSE:

**THIS IS AN ATTEMPT TO  
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THIRTEENTH: If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption and the entity electronically depositing those funds on a recurring basis

RESPONSE:

FOURTEENTH: If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 PaC.S. Section 8123? If so, identify each account

RESPONSE:

Respectfully submitted,  
CHROMULAK & ASSOCIATES, L.L.C.

DATE: 10/9/08

By: Teresa K. Fuchs  
Cathy Ann Chromulak, Esq.  
Beth Arnold Howell, Esq.  
Teresa K. Fuchs, Esq.  
Jennifer M. Palonis, Esq.  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

**THIS IS AN ATTEMPT TO  
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EXHIBIT "A"  
ANSWERS TO INTERROGATORIES

1. Yes
2. Checking account number 1232525813 into Terry E. Pry and Diane K. Pry with a current balance of \$1,068.20.
3. No
4. N/A
5. See #3 above.
6. Yes, Mortgage and Line of Credit secured by title to real estate owned by Terry Pry.
7. No
8. N/A
9. No
10. N/A
11. No
12. N/A
13. Yes, checking account receives known recurring deposits but do not know if deposits are exempt.
14. No

## VERIFICATION

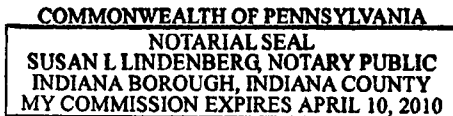
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF INDIANA )

On this 21<sup>ST</sup> day of October 2008 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JAMES BOYLE, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.

  
James Boyle, Vice President  
First Commonwealth Bank

Sworn and subscribed to before me  
This 21<sup>ST</sup> day of October 2008

Susan Lindenberg  
Notary Public



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
SUSAN L LINDENBERG, NOTARY PUBLIC  
INDIANA BOROUGH, INDIANA COUNTY  
MY COMMISSION EXPIRES APRIL 10, 2010

FILED  
OCT 24 2008  
William A. State  
Prothonotary/Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

TERRY E. PRY AND DIANE K. PRY,  
Defendants,  
and

FIRST COMMONWEALTH BANK AND  
NATIONAL CITY BANK,  
Garnishees.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

**CIVIL DIVISION:**

No. 07-1434-CD

**TYPE OF PLEADING:**

Praecipe to Settle & Discontinue  
Against Garnishees ONLY

**TYPE OF CASE:**

Civil Action

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

**COUNSEL OF RECORD:**

**CATHY ANN CHROMULAK, ESQ.**

PA ID NO. 42067

**BETH ARNOLD HOWELL, ESQ.**

PA ID NO. 203606

**TERESA K. FUCHS, ESQ.**

PA ID NO. 205696

**JENNIFER M. PALONIS, ESQ.**

PA ID NO. 205703

**CHROMULAK & ASSOCIATES, L.L.C.**

375 Southpointe Boulevard

4<sup>th</sup> Floor

Canonsburg, PA 15317

(724) 916-2400

**FILED**

OCT 31 2008

5 m/10:35/2  
William A. Shaw  
Prothonotary/Clerk of Courts

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

TERRY E. PRY AND DIANE K. PRY,  
Defendants,

and

FIRST COMMONWEALTH BANK AND  
NATIONAL CITY BANK,

Garnishees.

**CIVIL DIVISION:**

No. 07-1434-CD

**PRAECIPE TO SETTLE & DISCONTINUE AGAINST GARNISHEES ONLY**

TO THE PROTHONOTARY:

Please settle & discontinue this action against the above garnishees and mark the docket accordingly.

Respectfully submitted,

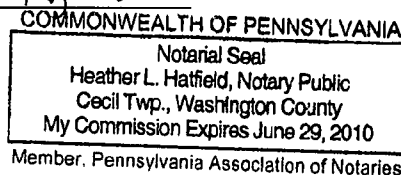
CHROMULAK & ASSOCIATES, L.L.C.

By: *Cathy Ann Chromulak*  
CATHY ANN CHROMULAK, ESQ.  
BETH ARNOLD HOWELL, ESQ.  
TERESA K. FUCHS, ESQ.  
JENNIFER M. PALONIS, ESQ.

Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

Sworn to and subscribed  
Before me this 28<sup>th</sup> day  
of October, 2008.

*Heather L. Hatfield*  
Notary Public



**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**


**CERTIFICATE OF SERVICE**

I, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing Praecept to Settle & Discontinue Against Garnishees Only was served upon the following by First Class Mail, postage prepaid on this 29th day of OCTOBER, 2008.

FIRST COMMONWEALTH BANK  
PHILADELPHIA & 6TH STREETS, PO BOX 400  
INDIANA, PA 15701-0400

NATIONAL CITY BANK  
4100 WEST 150<sup>TH</sup> STREET  
CLEVELAND, OH 44135

TERRY E. PRY  
DIANE K. PRY  
318 SOUTH CHURCH STREET  
DUBOIS, PA 15801



Cathy Ann Chromulak, Esq.  
Beth Arnold Howell, Esq.  
Teresa K. Fuchs, Esq.  
Jennifer M. Palonis, Esq.

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
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BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104783  
NO: 07-1434-CD  
SERVICES 2  
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: TERY E. PRY and DIANE K. PRY

TO: FIRST COMMONWEALTH BANK, Garnishee and NATIONAL CITY BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	3553	20.00
SHERIFF HAWKINS	CHROMULAK	3553	48.73

*S*  
**FILED**  
*079.08/30*  
**DEC 05 2008**  
*LM*  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY,

Plaintiff,

No. 07-1434-CD

vs.

TERRY E. PRY AND DIANE K. PRY,  
Defendant.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD, COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against defendant(s) TERRY E. PRY and DIANE K. PRY;

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK and NATIONAL CITY BANK as Garnishee(s) per the following property description:

SAID WRIT OF EXECUTION IS PURSUANT TO ALL MONIES DUE DEFENDANT IN ANY ACCOUNTS, INDIVIDUAL, AND JOINT, PERSONAL AND BUSINESS.

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is/are enjoined from paying out any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

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

COSTS:

Amount Due: \$ 6,710.52

Prothonotary: \$125.00

Interest From: \$ 188.86

Less \$ 400.00

Sheriff: \$

TOTAL \$ 6,499.38

Plus costs as per endorsement hereon.

Received this writ this 17 day  
of Oct A.D. 2008  
At Free A.M./P.M.

Charles A. Hamilton  
Sheriff by Marilyn Hamer

Prothonotary SEAL

William L. Hamer  
Agent/Deputy

10/14/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY,

Plaintiff,

No. 07-1434-CD

vs.

TERRY E. PRY AND DIANE K. PRY,  
Defendant.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD, COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against defendant(s) TERRY E. PRY and DIANE K. PRY;

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant not levied upon in the possession of FIRST COMMONWEALTH BANK and NATIONAL CITY BANK as Garnishee(s) per the following property description:

SAID WRIT OF EXECUTION IS PURSUANT TO ALL MONIES DUE DEFENDANT IN ANY ACCOUNTS, INDIVIDUAL, AND JOINT, PERSONAL AND BUSINESS.

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is/are enjoined from paying out any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

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

COSTS:

Amount Due: \$ 6,710.52

Prothonotary: \$125.00

Interest From: \$ 188.86

Less \$ 400.00

Sheriff: \$

TOTAL \$ 6,499.38

Plus costs as per endorsement hereon.

Received this writ this 14 day  
of Oct A.D. 2008  
At Scr A.M./P.M. (P.M.)

Christopher A. Haulk  
Sheriff by Mary Hannon

Prothonotary SEAL

William L. Hannon 10/14/08  
Agent/Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

CIVIL DIVISION

Plaintiff,

No. 07-1434- CD

vs.

TERRY E. PRY  
XXX-XX-5123  
and DIANE K. PRY  
XXX-XX-3332  
318 S. CHURCH ST.  
DUBOIS, PA 15801

Defendant,

and

FIRST COMMONWEALTH BANK

Garnishee,

and

NATIOINAL CITY BANK

Garnishee.

TO: NATIOINAL CITY BANK  
200 N. BRADY ST.  
DUBOIS, PA 15801

You are required to file Answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

INTERROGATORIES TO GARNISHEE

FIRST: At the time you were served or at any subsequent time did you owe the Defendant any money or were you liable to him/her on any negotiable or other written instrument, or did he/she claim that you owed him/her any money or that you were liable to him/her for any reason:

RESPONSE:

SECOND: If your response to the previous interrogatory was anything other than an unqualified negative, set forth the amount of the claim, and identify the written instrument, if any, that forms the basis of the claim.

RESPONSE:

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

THIRD: At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more persons any property of any nature owned solely or in part by the Defendant? The scope of this interrogatory encompasses, but is not restricted to, the contents of any bank account(s).

RESPONSE:

FOURTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

FIFTH: At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant (or in which Defendant) held or claimed any interest.

RESPONSE:

SIXTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

SEVENTH: At the time you were served or at any subsequent time, did you hold as a fiduciary any property in which the Defendant had any interest?

RESPONSE:

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

THIRTEENTH: If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption and the entity electronically depositing those funds on a recurring basis

RESPONSE:

FOURTEENTH: If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 PaC.S. Section 8123? If so, identify each account

RESPONSE:

Respectfully submitted,  
CHROMULAK & ASSOCIATES, L.L.C.

DATE: 10/9/08

By: Jessica K. Fuchs  
Cathy Ann Chromulak, Esq.  
Beth Arnold Howell, Esq.  
Teresa K. Fuchs, Esq.  
Jennifer M. Palonis, Esq.  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

**THIS IS AN ATTEMPT TO  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

TERRY E. PRY AND DIANE K. PRY,

Defendants,

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Date: February 25, 2010

CIVIL DIVISION

No. 07-1434-CD

TYPE OF PLEADING:

Praecipe to Satisfy Judgment

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. FUCHS, ESQ.

PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.

PA ID NO. 205703

**CHROMULAK & ASSOCIATES, L.L.C.**

401 Technology Drive  
Suite 202  
Canonsburg, PA 15317  
(724) 916-2400

**FILED** *Dice & 1 cert*  
*m/10:04 am of sat issued*  
**MAR - 1 2010** *to Atty Howell*

5  
William A. Shaw  
Prothonotary/Clerk of Courts

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

TERRY E. PRY AND DIANE K. PRY,  
Defendants,

**CIVIL DIVISION**

No. 07-1434-CD

**PRAECIPE TO SATISFY JUDGMENT**

TO PROTHONOTARY:

Please satisfy the judgment in this action and mark the docket accordingly.

Respectfully submitted,

CHROMULAK & ASSOCIATES, L.L.C.

By: Beth Arnold Howell  
CATHY ANN CHROMULAK, ESQUIRE  
BETH ARNOLD HOWELL, ESQUIRE  
TERESA K. FUCHS, ESQUIRE  
JENNIFER M. PALONIS, ESQUIRE  
Attorneys for Plaintiff  
401 Technology Drive  
Suite 202  
Canonsburg, PA 15317

Sworn to and subscribed  
Before me this 25th day  
of February, 2010.

Heather L. Hatfield  
Notary Public

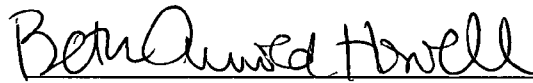
**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Heather L. Hatfield, Notary Public  
Cecil Twp., Washington County  
My Commission Expires June 29, 2010  
Member, Pennsylvania Association of Notaries

**CERTIFICATE OF SERVICE**

I, counsel for Beneficial Consumer Discount Company hereby certify that a true and correct copy of the foregoing Praecipe to Satisfy the Judgment was served upon the following by First Class Mail, postage prepaid on this 25th day of February, 2010.

Terry E. Pry  
Diane K. Pry  
318 South Church Street  
Dubois, PA 15801

  
Cathy Ann Chromulak, Esq.  
Bath Arnold Howell, Esq.  
Teresa K. Fuchs, Esq.  
Jennifer M. Palonis, Esq.

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

**FILED**

**MAR - 1 2010**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2007-01434-CD

Beneficial Consumer Discount Company

Debt: \$6449.38

Vs.

Atty's Comm.:

Terry E. Pry  
Diane K. Pry

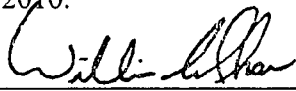
Interest From:

First Commonwealth Bank National City  
Bank

Cost: \$7.00

NOW, Monday, March 01, 2010 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 1st day of March, A.D. 2010.

  
\_\_\_\_\_  
Prothonotary

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

CHERYL C. BLOOM

No. 07-1563-CD

V.

CORY A. BLOOM

ORDER

**FILED**

FEB 26 2010

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, this 26<sup>th</sup> day of February, 2010, following Pre-Trial Conference, it is the  
ORDER of this Court as follows:

1. That Master's Hearing before Donald T. Gibboney, Esquire, shall be held  
in the Clearfield County Courthouse, Clearfield, Pennsylvania on the 21<sup>st</sup> day of May,  
2010, beginning at 9:00 o'clock A.M.

2. That Plaintiff and Defendant shall provide any and all outstanding  
Discovery within no more than thirty (30) days from this date.

3. That Plaintiff and Defendant shall provide all supplemental pre-trial  
documents within no more than twenty (20) days prior to the hearing date.

4. All appraisals shall be completed within no more than thirty (30) days  
prior to the hearing date. The Parties shall make available any asset which the other  
party desires to have appraised.

5. In order to defray the costs of the Master's hearing, each party shall have  
no more than thirty (30) days from this date in which to deposit the amount of Three  
Hundred (\$300.00) Dollars with the Prothonotary of Clearfield County. This amount  
shall be non-refundable.

ICC Atty's:  
K. Kubista  
Gearhart  
Hertz  
ICC  
D. Gibboney  
(without memo)

6. It shall be the responsibility of the Plaintiff to obtain the services of an independent Court Reporter to be present for the Master's Hearing for the purpose of producing the appropriate record. Following the hearing any party which desires a transcript of the hearing shall be responsible for the costs of the same. No less than ten (10) days prior to the Master's Hearing, counsel for the Plaintiff shall, by letter, confirm to the Master, Donald T. Gibboney (230 East Market Street, Clearfield, Pennsylvania 16830) that the Plaintiff has obtained an independent Court Reporter for the Master's hearing. The Master in divorce shall be at liberty to assign costs related to the Court Reporter to either or both parties in such manner as the Master deems to be appropriate when issuing the Master's Report.

7. In the event that either or both parties should fail to comply with any of the provisions as set forth above, the Court will schedule a contempt hearing in order that the appropriate sanction(s) may be imposed.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

DATE: 2/26/10

You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☒ Plaintiff(s) Attorney \_\_\_\_\_ Other \_\_\_\_\_

☒ Defendant(s) Attorney \_\_\_\_\_

\_\_\_\_\_  
Special Instructions:

William A. Shaw  
Prothonotary/Clerk of Courts

FEB 26 2010

FILED