

07-1437-CD

Beneficial Cons. Vs Barry Graham

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

CIVIL DIVISION

Plaintiff,

Vs.

No. 07-1437-CD

BARRY L. GRAHAM

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.**

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

**FILED** Any pd. 85.00  
m/4:00 PM  
SEP 04 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
iccsheriff

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.

BARRY L. GRAHAM,

Defendant.

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

Defendant's Address:  
1100 KENNEDY ROAD  
CLEARFIELD, PA 16830

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

**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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

BARRY L. GRAHAM,

Defendant.

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. BARRY L. GRAHAM is an adult individual residing at 1100 KENNEDY ROAD, CLEARFIELD, PA 16830.

3. On or about JANUARY 20, 2006, Defendant entered into a written Loan Agreement with the Plaintiff, as evidenced by the Endorsed Check, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

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

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

5. Defendant is 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 APRIL 27, 2007.

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, including principal and interest, and owing by the Defendant is in the sum of EIGHT THOUSAND SEVEN HUNDRED TWELVE AND 21/100 (\$8,712.21) DOLLARS as of JULY 3, 2007.

7. Numerous demands have been made upon Defendant by Plaintiff, but Defendant has 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 EIGHT THOUSAND SEVEN HUNDRED TWELVE AND 21/100 (\$8,712.21) DOLLARS, with interest thereon at the rate of 23.997% from JULY 4, 2007, 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

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

This is a LEGAL COPY of  
your check. You can use it  
the same way you would  
use the original check.

0310000401 01/20/2006 809428700 0318724608

**Beneficial**  
Member HSBC CD Group

Account Operator 670085  
711-723-1204 PROS168300U0710000P21957025691360663

HSBC Bank USA TPA  
Authorized at 1301 Ross Street Road  
Schmading, IL 60173  
Check Cashings Not Available at HSBC  
WSP Accounts Only For Deposit Only.

December 19, 2005

Pay to the order of **Barry L. Graham**

**SEVEN THOUSAND AND NO/100**

AMOUNT: **\$7,000.00**  
DOLLARS

Not valid after: January 18, 2006

711-723-1204-23

06631 0401 2674  
02 028291 0120

Payee's Endorsement and Two Forms of ID Required.  
By endorsing the back of this check you accept our offer and agree to the terms of your loan agreement contained in Form 23997PA(12/05)402. If this offer is not accepted, please destroy this check.

Signing this check will result in a loan that must be repaid with interest and fees.

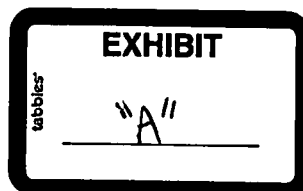
R. M...  
AUTHORIZED SIGNATURE

Barry L. Graham  
1156 Park Avenue Ext.  
Clearfield, PA 16830-4029

⑆0⑉190044336⑈ ⑆27197001Ⓜ⑆ 71172363606602⑈ Ⓐ0000⑈00000

11019004433611

41:2719700111: 7117236360660211# 11000070000



**↓Do not endorse or write below this line**

[illegible]



Account Opener 707010  
7118051205000PROS15131000070000F23.9974026897070105

HSBC Bank USA, N.A.  
Processed at 1301 East Tower Road  
Schaumburg, IL 60173  
Check Cashing Not Available at HSBC  
HSBC Account Holders: For Deposit Only  
December 19, 2005

70-7001  
2719

Pay to the  
order of

Sample A. Sample

SEVEN THOUSAND AND NO/100

Not valid after: January 18, 2006

711805-707010-402

Sample A. Sample  
Dec 2005 R025PABeneficial122  
McKeesport, PA 15131-2207



Payee's Endorsement and Two Forms of ID Required.  
By endorsing the back of this check you accept our offer and  
agree to the terms of your loan agreement contained in Form  
#23997PA(12/05)402. If this offer is not accepted, please  
destroy this check.

Signing this check will result in a loan that  
must be repaid with interest and fees.

*R. M. Walker*

AUTHORIZED SIGNATURE

⑈0190044336⑈ ⑆27197001⑆ 71180570701002⑈

▲ Sign the back of this check, and cash or deposit it before the expiration date. ▲



Route 30  
1701 Lincoln Highway  
Dextinta Plz. E Shpg Ctr.  
North Versailles, PA 15137

Customer ID No.:	402 6897070105
Check Amount:	\$7,000.00
Credit Line Amount:	\$8,000.00

**This is a real check for \$7,000.00**

**It's valid until January 18, 2006**

Dear Sample A. Sample,

You can take this check to your bank! Once you cash it, you open a loan from Beneficial. Then use the money to make your life even more rewarding.

### Use the money for anything

You may want to make a large purchase. Or use it when you need ready cash for unexpected expenses. No matter what, it's available now. And, if you have any questions, you can call us at 1-866-396-INFO (4636).

### You'll get a checkbook

Your new loan is a revolving line of credit. So as you pay it off, you can use the money over and over. And you can tap into your available credit at any time. Simply write a check. (Of course, you will only be charged interest on the amount you use.)

### There's no need to wait

Your check is good for extra cash today. And if you need to apply for more money, just visit our branch at the address above or give us a call at (412) 823-4500.

Sincerely,

*Dwan Walker*

Dwan Walker  
Branch Manager, Beneficial

**P.S. To accept this loan offer, please be sure to sign and deposit your check before January 18, 2006.**

**If you do not accept this loan offer, please remember to destroy the attached check.**

**10 - Day Satisfaction Guarantee**-Because we want you to be completely satisfied, we offer a Satisfaction Guarantee. If for any reason you are not satisfied with this loan and you repay it in full within 10 days after the loan funds are disbursed, other than with a refinancing of this loan with us, we will refund any interest charges, closing costs and fees. We will also waive any prepayment penalty applicable to your loan.

Your first payment will be \$185.00, and is based on the initial check amount shown above. Your monthly payment is based on a percentage of your account balance and your monthly periodic rate of 2.000% (the ANNUAL PERCENTAGE RATE is 23.997%). The Account Agreement found on the back contains a full explanation of the terms and conditions of your Personal Credit Line Account, including finance charges, fees and other charges which may apply.

**SPECIAL NOTICE** - Please see the enclosed document entitled "Privacy Statement" for important information on your rights.

**THIS IS A SOLICITATION FOR A LOAN - READ THE ENCLOSED DISCLOSURES BEFORE SIGNING THIS CHECK.**

If you do not wish to receive any further solicitation, please call (412) 823-4500.

**You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE on other side for more information about prescreened offers.**



An Equal Opportunity Lender

23997PA(12/05)402  
122 45 71 1005-8123

402

Bring in this voucher for extra money:

**\$2,000**

Two Thousand Dollars

Bring in this voucher with your check to request \$2,000.

We appreciate your business.

Look for the branch address on your letter.

Valid until: January 18, 2006.

Bring in this voucher for extra money.



NON-TRANSFERABLE



(Required) Home Phone Number  
☐ DO NOT SHARE  
(See enclosed insert)

**Signing this check will result  
in a loan that must be repaid  
with interest and fees.**

Provision of a personal credit line is subject to credit review and approval.  
Provision of a personal credit line is subject to credit review and approval.  
Provision of a personal credit line is subject to credit review and approval.

By submitting this check, you agree to the terms and conditions  
of the enclosed Personal Credit Line Account Agreement.

**PREScreen & OPT-OUT NOTICE:** This "prescreened" offer of credit is based on information in your credit report indicating that you must meet certain criteria. This offer is not guaranteed if you do not meet our criteria [including providing acceptable property as collateral]. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free, 1-888-567-8688; or write: Experian Opt Out, P.O. Box 919, Allen, TX 75013-0919, Equifax Opt, P.O. Box 740123, Atlanta, GA 30374-0123, Trans Union, Marketing Opt-Out, P.O. Box 97328, Jackson, MS 39288-7328.

#### Personal Credit Line Account Agreement-Fixed Rate

In this Agreement, "you" and "your" means the borrower and co-borrower (if any) who sign this Account Opener Check. "We," "us," and "our" refer to Beneficial Consumer Discount Company. If you accept our Personal Credit Line Account offer, this Agreement will govern the terms and conditions of the Account. We want you to understand how a Personal Credit Line Account works. Read this carefully and complete and sign our Account Opener Check in order to indicate your acceptance of the Account. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement. The date of this Agreement will be the date the Account Opener Check is signed.

**AVAILABLE CREDIT.** Your Personal Credit Line Account is a revolving line of credit through which you may obtain funds up to a credit limit we assign you. You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for at least \$100. Your initial credit limit is stated on the front, which is incorporated herein by reference. Your available credit is your credit limit less the total unpaid balance, including Finance Charges, on your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to show for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

**PROMISE TO PAY.** You promise to pay us: (a) amounts borrowed under this Agreement; (b) Finance Charges, Administrative Charges (bad check charge and overdraft fee), and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees (if the attorney is not our salaried employee) and court costs; and (e) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

**PAYMENT.** You may repay your entire outstanding balance at any time without penalty. You may not use your special checks to pay any amounts due under this Agreement. Because the Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment. If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement at the address indicated on the monthly statement. Each payment received will be applied as follows: First, to any accrued but unpaid Finance Charges; Second to any unpaid Administrative Charges provided in this Agreement; Third, to any unpaid credit insurance charges; Fourth, to the unpaid outstanding balance of your Account (including all other fees and charges you are obligated to pay). Any part of your monthly payment to be applied to amounts borrowed on your Account will be applied to the amounts borrowed under your Personal Credit Line Account in the order in which the amounts were borrowed. Any part of your monthly payment to be applied to Finance Charges will be applied in the same manner.

**MINIMUM MONTHLY PAYMENT.** Your minimum monthly payment will be the greater of \$25 or the amount determined by the monthly payment factor (as described below) plus any administrative or credit insurance charges rounded to the nearest \$1.00. Once the amount of your minimum monthly payment is determined, this amount will remain fixed for subsequent billing periods until a new advance is posted to your account. When this occurs, your minimum monthly payment will be recalculated in the same manner as set forth herein.

Your minimum monthly payment depends on the monthly periodic rate applicable to your account, and is determined by multiplying your account balance times the applicable monthly payment factor percentage listed below.

Monthly Periodic Rate	Monthly Payment Factor
through 1.500%	2.281% of account balance
over 1.500% through 1.574%	2.345% of account balance
over 1.574% through 1.581%	2.457% of account balance
over 1.581% through 2.072%	2.615% of account balance
over 2.072% through 2.252%	2.755% of account balance
over 2.252% through 2.452%	2.899% of account balance
over 2.452% through 2.642%	3.046% of account balance
over 2.642%	3.185% of account balance

**FINANCE CHARGE.** This is the interest charged on the balance of your Account during each billing cycle. The Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle. A daily unpaid balance is the amount owed each day excluding any unpaid Periodic Finance Charges but including credit insurance charges and Administrative Charges for prior billing cycles. To determine any billing period's Finance Charges, multiply the Average Daily Balance by a Monthly Periodic Rate 2.000% (22.997% ANNUAL PERCENTAGE RATE).

**ANNUAL FEE.** You agree to pay an annual fee of \$50.00 in this revolving credit plan. The annual fee is due and payable on the date that your Personal Credit Line Account is established and the subsequent annual fee on the same day of each subsequent year. You agree that this fee may be charged to your account balance.

**LATE CHARGE.** If you do not pay any required Minimum Monthly Payment within 15 days after it is due, you agree to pay a late charge of 10% of the Minimum Monthly Payment due or \$25, whichever is greater (excluding any unpaid late charges and amounts due from prior billing cycles).

**BAD CHECK CHARGE.** If you pay by a check which is returned for any reason, you will pay a bad check charge of \$20.

**TERMINATION AND CHANGES IN THE AGREEMENT.** We can terminate your right to obtain additional advances or change the terms of this Agreement, including increasing the Monthly Periodic Rate, adding an annual fee and/or other fees if permitted by applicable law, at any time. Prior written notice will be provided to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by law.

**DEFAULT AND CANCELLATION OF AGREEMENT.** We have the right to require you to pay your entire balance plus all other accrued but unpaid charges immediately and to cancel your credit privileges under this Agreement because of: (a) failure to make any payment when due under this Agreement; (b) frequent overdraw of your credit line; (c) failure to supply us with any information requested; (d) supplying us with misleading, false, incomplete or incorrect information; (e) breaking any of the promises, terms or conditions that are contained in this Agreement; (f) the filing of a bankruptcy petition by or against you; or (g) the death of any borrower signing the Account Opener Check. After default, you will pay our court costs, reasonable attorney's fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law.

**BALANCES UNDER EXISTING CLOSED-END ACCOUNT.** You agree to pay off the balance under your existing closed-end loan account with us with your Personal Credit Line Account.

**ALTERNATIVE DISPUTE RESOLUTION.** Terms of the Arbitration Provision is provided with this Promissory Note and Disclosure and is incorporated herein by reference.

**CUSTOMER INFORMATION PRACTICES.** 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. For more information regarding our privacy practices, please refer to the enclosed Privacy Statement.

**NOTICE.** You acknowledge receiving a copy of this Agreement. Please see the enclosed for important information regarding your right to dispute billing errors.

707010-PA-571-031804  
23977PA(12/05)402  
PAC48CRLB  
PAD463.03

Bring in this voucher for extra money:

**\$2,000**

Two Thousand Dollars

Bring in this voucher with your check to request \$2,000.  
We appreciate your business.

Look for the branch address on your letter.

Valid until: January 18, 2006.

 **Beneficial**  
Member HSBC Group

Bring in this voucher for extra money.

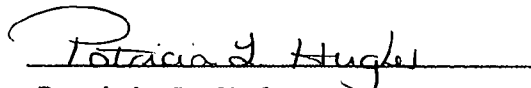
NON-TRANSFERABLE

VERIFICATION

Patricia L. Hughes , 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.

  
Patricia L. Hughes

**FILED**

**SEP 04 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103164  
NO: 07-1437-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: BARRY L. GRAHAM

SHERIFF RETURN

NOW, September 27, 2007 AT 8:42 AM SERVED THE WITHIN COMPLAINT ON BARRY L. GRAHAM  
DEFENDANT AT 1156 PARK AVE. EXT., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING  
TO MANDY GRAHAM, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE  
KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	19552	10.00
SHERIFF HAWKINS	CHROMULAK	19552	22.00

FILED  
01/11:45 am  
JAN 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

**JAN 23 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

BARRY L. GRAHAM,

Defendant.

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

Defendant's Address:  
1100 KENNEDY ROAD  
CLEARFIELD, PA 16830

Dated: JANUARY 14, 2008

CIVIL DIVISION

No. 07-1437-CD

TYPE OF PLEADING:

Praecipe for Default Judgment

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQUIRE  
PA ID NO. 42067  
BETH ARNOLD HOWELL, ESQUIRE  
PA ID NO. 203606  
CHRISTINE A. SAUNDERS, ESQUIRE  
PA ID NO. 203373  
TERESA K. GABRIEL, ESQUIRE  
PA ID NO. 205696

CHROMULAK & ASSOCIATES, L.L.C.  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

**FILED**  
FEB 01 2008  
m/122056  
William A. Shaw  
Prothonotary/Clerk of Courts  
NOTICE TO  
DEPT

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

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

**FILED**

**FEB 01 2008**

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No. 07-1437-CD

Plaintiff,

vs.

BARRY L. GRAHAM,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: BARRY L. GRAHAM  
1100 KENNEDY ROAD  
CLEARFIELD, PA 16830

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on FEB. 1, 2008.

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

(X) The judgment is as follows: \$10,321.57 plus interest at the rate of 6% per annum and additional costs of suit.

  
\_\_\_\_\_  
Deputy

**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.

BARRY L. GRAHAM

Defendant,

and

CLEARFIELD BANK  
& TRUST COMPANY

Garnishee,

and

CSB BANK

Garnishee.

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

Defendant's Address:  
1100 KENNEDY ROAD  
CLEARFIELD, PA 16830

CIVIL DIVISION

No. 07-1437-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

CHRISTINE A. SAUNDERS, ESQ.

PA ID NO. 203373

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. GABRIEL, ESQ.

PA ID NO. 205696

CHROMULAK & ASSOCIATES, L.L.C.

375 Southpointe Boulevard

4<sup>th</sup> Floor

Canonsburg, PA 15317

(724) 916-2400

**FILED**

FEB 19 2008

William A. Shaw  
Prothonotary/Clerk of Courts  
No. 07-1437-CD

Issued 12:30 PM  
TO SHERIFF

Date: February 12, 2008

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. 07-1437-CD

vs.

BARRY L. GRAHAM

Defendant,

and  
CLEARFIELD BANK & TRUST COMPANY  
Garnishee,

and  
CSB 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 BARRY L. GRAHAM, defendant, and
3. against CLEARFIELD BANK & TRUST COMPANY, garnishee, and
4. against CSB BANK, garnishee
5. and index this writ
  - a. against BARRY L. GRAHAM, defendant, and
  - b. against CLEARFIELD BANK & TRUST COMPANY, garnishee, and any property of the defendant in the name of Garnishee, and
  - c. against CSB 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.

6.	Amount of Judgment	\$10,321.57
	Additional Interest to Date	\$18.92
	(Costs to be added)	\$ _____

Pursuant to Writ of Execution  
And Service of Writ

\$10,340.49

Prothonotary costs

\$125. —

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

*Christine A. Saunders*  
CATHY ANN CHROMULAK, ESQ.  
CHRISTINE A. SAUNDERS, ESQ.  
BETH ARNOLD HOWELL, ESQ.  
TERESA K. GABRIEL, ESQ.

Prothonotary/Clerk of Courts

**FILED**

**FEB 19 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY,

Plaintiff,

No. 07-1437-CD

vs.

BARRY L. GRAHAM,

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) BARRY L. GRAHAM;  
1100 KENNEDY ROAD, CLEARFIELD, PA 16830

(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 directed to attach the property of the defendant not levied upon in the possession of CLEARFIELD BANK & TRUST COMPANY and CSB BANK as Garnishee(s) per the following property description:

Clearfield Bank & Trust Company: 11 N. 2<sup>nd</sup> St., Clearfield, PA 16830

CSB Bank: 1900 River Road, Clearfield, PA 16830

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: \$ 10,321.57

Prothonotary: \$

Interest From: \$ 18.92

Sheriff: \$


TOTAL \$ 10,340.49

**Prothonotary costs**

\$ 125.00

Plus costs as per endorsement hereon.

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

  
Agent/Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

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

DOCKET # 103782  
NO: 07-1437-CD  
SERVICE # 1 OF 3  
WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: BARRY L. GRAHAM

TO: CB&T and CSB, Garnishees

**SHERIFF RETURN**

---

NOW, February 26, 2008 AT 1:15 PM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON CLEARFIELD BANK & TRUST COMPANY, Garnishee DEFENDANT AT 11 N. 2ND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANEA BREWER, MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

**FILED**  
01:11:05 PM  
FEB 27 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103782

NO: 07-1437-CD

SERVICE # 2 OF 3

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: BARRY L. GRAHAM

TO: CB&T and CSB, Garnishees

**SHERIFF RETURN**

---

NOW, February 26, 2008 AT 1:30 PM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON CSB BANK, Garnishee DEFENDANT AT 1900 RIVER ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KATHY JACOBSON, MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

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

DKT PG. 103782

service 3 of 3

**BENEFICIAL CONSUMER DISCOUNT CO.**

**NO . 07-1437-CD**

**-VS-**

**BARRY L. GRAHAM**

**TO: CB&T & CSB, Garnishee**

**WRIT OF EXECUTION, CLAIM FOR EXEMPTION**

**SHERIFF'S RETURN**

---

**NOW FEBRUARY 26, 2008 MAILED THE WITHIN WRIT OF EXECUTION, CLAIM FOR EXEMPTION TO BARRY L. GRAHAM, DEFENDANT AT 1100 KENNEDY ROAD, CLEARFIELD, PA. 16830 BY REGULAR MAIL.**



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103782

NO: 07-1437-CD

SERVICES 3

WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: BARRY L. GRAHAM

TO: CB&T and CSB, Garnishees

SHERIFF RETURN

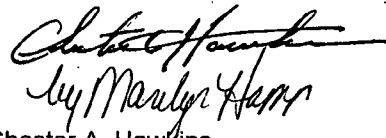
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	22155	30.00
SHERIFF HAWKINS	CHROMULAK	22155	32.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

vs.

BARRY L. GRAHAM

Defendant,

and

CLEARFIELD BANK  
& TRUST COMPANY

Garnishee,

and

CSB BANK

Garnishee.

CIVIL DIVISION

No. 07-1437-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

CHRISTINE A. SAUNDERS, ESQ.  
PA ID NO. 203373

BETH ARNOLD HOWELL, ESQ.  
PA ID NO. 203606

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

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

Defendant's Address:  
1100 KENNEDY ROAD  
CLEARFIELD, PA 16830

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. 07-1437-CD

vs.

BARRY L. GRAHAM

Defendant,

and

CLEARFIELD BANK & TRUST COMPANY

Garnishee,

and

CSB 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, be 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,

vs.

BARRY L. GRAHAM

Defendant,

and

CLEARFIELD BANK  
& TRUST COMPANY

Garnishee,

and

CSB BANK

Garnishee.

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

Defendant's Address:  
1100 KENNEDY ROAD  
CLEARFIELD, PA 16830

**CIVIL DIVISION**

No. 07-1437-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

**CHRISTINE A. SAUNDERS, ESQ.**

PA ID NO. 203373

**BETH ARNOLD HOWELL, ESQ.**

PA ID NO. 203606

**TERESA K. GABRIEL, ESQ.**

PA ID NO. 205696

**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. 07-1437-CD

vs.

BARRY L. GRAHAM

Defendant,

and

CLEARFIELD BANK & TRUST COMPANY

Garnishee,

and

CSB 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



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. 07-1437-CD

vs.

BARRY L. GRAHAM,

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) BARRY L. GRAHAM;  
1100 KENNEDY ROAD, CLEARFIELD, PA 16830

(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 directed to attach the property of the defendant not levied upon in the possession of CLEARFIELD BANK & TRUST COMPANY and CSB BANK as Garnishee(s) per the following property description:

Clearfield Bank & Trust Company: 11 N. 2<sup>nd</sup> St., Clearfield, PA 16830

CSB Bank: 1900 River Road, Clearfield, PA 16830

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: \$ 10,321.57

Prothonotary: \$

Interest From: \$ 18.92

Sheriff: \$

TOTAL \$ 10,340.49

**Prothonotary costs**

\$ 125.00

Plus costs as per endorsement hereon.

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

Received this writ this 20  
of FEB A.D. 2008  
At 3:44

William A. Shaw  
Agent/Deputy

Chester A. Hawley  
Sheriff

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY,

Plaintiff,

No. 07-1437-CD

vs.

BARRY L. GRAHAM,

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) BARRY L. GRAHAM;  
1100 KENNEDY ROAD, CLEARFIELD, PA 16830

(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 directed to attach the property of the defendant not levied upon in the possession of CLEARFIELD BANK & TRUST COMPANY and CSB BANK as Garnishee(s) per the following property description:

Clearfield Bank & Trust Company: 11 N. 2<sup>nd</sup> St., Clearfield, PA 16830

CSB Bank: 1900 River Road, Clearfield, PA 16830

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: \$ 10,321.57

Prothonotary: \$

Interest From: \$ 18.92

Sheriff: \$

TOTAL \$ 10,340.49

**Prothonotary costs**

\$ 125.00

Plus costs as per endorsement hereon.

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

Received this writ this 28 day

of FEB A.D. 2008

At 3:00 A.M. (P.M.)

Christa A. Hawkins

Sheriff

by Marilyn Harris

William A. Shaw

Agent/Deputy

WILLIAM A. SHAW

Prothonotary

My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY,

Plaintiff,

No. 07-1437-CD

vs.

BARRY L. GRAHAM,

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) BARRY L. GRAHAM;  
1100 KENNEDY ROAD, CLEARFIELD, PA 16830

- (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 directed to attach the property of the defendant not levied upon in the possession of CLEARFIELD BANK & TRUST COMPANY and CSB BANK as Garnishee(s) per the following property description:

Clearfield Bank & Trust Company: 11 N. 2<sup>nd</sup> St., Clearfield, PA 16830

CSB Bank: 1900 River Road, Clearfield, PA 16830

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: \$ 10,321.57

Prothonotary: \$

Interest From: \$ 18.92

Sheriff: \$

TOTAL \$ 10,340.49

**Prothonotary costs**

\$ 125.00

Plus costs as per endorsement hereon.

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

Received this writ this 20 day

of FEB A.D. 2008

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

Clinton Hawley by Mark J. Hearn  
Sheriff

William A. Shaw  
Agent/Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

CIVIL DIVISION

Plaintiff,

No. CLEARFIELD

vs.

BARRY L. GRAHAM  
1100 KENNEDY ROAD  
CLEARFIELD, PA 16830

Defendant,

and  
CLEARFIELD BANK & TRUST COMPANY  
Garnishee,

and  
CSB BANK  
Garnishee.

TO: CSB BANK  
1900 RIVER ROAD  
CLEARFIELD, PA 16830

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.**

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  
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: 2-11-08

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

Plaintiff,

No. 07-1437-CD

vs.

BARRY L. GRAHAM,

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) BARRY L. GRAHAM;  
1100 KENNEDY ROAD, CLEARFIELD, PA 16830

(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 directed to attach the property of the defendant not levied upon in the possession of CLEARFIELD BANK & TRUST COMPANY and CSB BANK as Garnishee(s) per the following property description:

Clearfield Bank & Trust Company: 11 N. 2<sup>nd</sup> St., Clearfield, PA 16830

CSB Bank: 1900 River Road, Clearfield, PA 16830

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: \$ 10,321.57

Prothonotary: \$

Interest From: \$ 18.92

Sheriff: \$

TOTAL \$ 10,340.49

**Prothonotary costs**

\$ 125.00

Plus costs as per endorsement hereon.

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

Received this 20

of FEB

At 3:00

Christina A. Haverstick  
Sheriff

William A. Shaw  
Agent/Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

CIVIL DIVISION

Plaintiff,

No. CLEARFIELD

vs.

BARRY L. GRAHAM  
1100 KENNEDY ROAD  
CLEARFIELD, PA 16830

Defendant,

and

CLEARFIELD BANK & TRUST COMPANY

Garnishee,

and

CSB BANK

Garnishee.

TO: CLEARFIELD BANK & TRUST COMPANY  
11 N 2ND ST.  
CLEARFIELD, PA 16830

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.**

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: 2-11-08

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

**FILED**

**FEB 27 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

No. CLEARFIELD

**FILED**

MAR 05 2008

10:40/1m  
William A. Shaw  
Prothonotary/Clerk of Courts  
No. CE RT. CO. 1m

vs.  
BARRY L. GRAHAM  
1100 KENNEDY ROAD  
CLEARFIELD, PA 16830

Defendant,

and  
CLEARFIELD BANK & TRUST COMPANY  
Garnishee,

and  
CSB BANK

Garnishee.

TO: CSB BANK  
1900 RIVER ROAD  
CLEARFIELD, PA 16830

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:

Northwest shows no financial relationship or otherwise with the named judgment debtor.

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.**

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  
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: 2-11-08

By: Christine A. Saunders  
Cathy Ann Chromulak, Esq.  
Christine A. Saunders, Esq.  
Beth Arnold Howell, Esq.  
Teresa K. Gabriel, Esq.  
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 Co.  
Plaintiff

v.  
Barry L Graham  
Defendant(s)

v.  
NORTHWEST SAVINGS BANK,  
Garnishee

Case No. 07-1437-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Answers to Interrogatories in Attachment was mailed by first class mail, postage prepaid, or hand delivered this 3<sup>rd</sup> day of March 2008, to unrepresented parties in the above captioned matter as follows:

Barry L Graham

Chromulak & Associates LLC  
375 Southpointe Boulevard 4<sup>th</sup> Fl  
Canonsburg PA 15317

By Caroline Sorensen  
Caroline Sorensen  
Northwest Savings Bank  
100 Liberty St  
PO Box 128  
Warren PA 16365  
(814) 728-7353



RE: Beneficial Consumer Discount Co.  
Vs.

Barry L Graham  
Court of Common Pleas  
Clearfield County  
Case No: 07-1437-CD

### **VERIFICATION**

The undersigned does hereby verify under penalty of perjury, that he/she is the legal representative of Northwest Savings Bank, Garnishee herein, that he/she is duly authorized to make this Verification and that the facts set forth in the foregoing INTERROGATORIES are true and correct to the best of his/her knowledge, information and belief.

Caroline Sorensen

3-3-08

Please forward all future related documents from the above referenced case number to:

Northwest Savings Bank  
Attn: Caroline Sorensen  
100 Liberty St  
PO Box 128  
Warren PA 16365  
PH: 814-728-7353

Thank you.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY,

Plaintiff,

No. 07-1437-CD

vs.

BARRY L. GRAHAM,

Defendant.

**FILED**

MAR 05 2008

William A. Shaw  
Prothonotary/Clerk of Courts

W. A. Shaw

W. A. Shaw

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) BARRY L. GRAHAM;  
1100 KENNEDY ROAD, CLEARFIELD, PA 16830

(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 directed to attach the property of the defendant not levied upon in the possession of CLEARFIELD BANK & TRUST COMPANY and CSB BANK as Garnishee(s) per the following property description:

Clearfield Bank & Trust Company: 11 N. 2<sup>nd</sup> St., Clearfield, PA 16830

CSB Bank: 1900 River Road, Clearfield, PA 16830

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: \$ 10,321.57

Prothonotary: \$

Interest From: \$ 18.92

Sheriff: \$

TOTAL \$ 10,340.49

**Prothonotary costs**

\$ 125.00

Plus costs as per endorsement hereon.

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

Received this writ this 20 day

of FEB A.D. 2008

At Clearfield A.M. 11:00

Charles A. Hunter  
Sheriff

William A. Shaw  
Agent/Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

**CERTIFICATE OF SERVICE**

I, counsel for Beneficial Consumer Discount Company, hereby certify that a true and correct copy of the foregoing Praeipie to Discontinue Against Garnishee Clearfield Bank & Trust Company Only was served upon the following by First Class Mail, postage prepaid on this 3rd day of April, 2008.

**Barry L. Graham  
1100 Kennedy Road  
Clearfield PA 16830**

**Clearfield Bank & Trust  
C/O Lori A. Kurtz  
11 N. Second St., PO Box 171  
Clearfield, Pa 16830**

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

**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.

Barry L. Graham,

Defendant,

and

CSB Bank,

Garnishee.

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

**CIVIL DIVISION**

No. 07-1437-CD

**TYPE OF PLEADING:**

Praecipe to Discontinue  
Against Garnishee 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

**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.**

**FILED** No CC.  
m/11:55 Lm  
APR 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,  
Plaintiff,

vs.

Barry L. Graham,  
Defendant,  
and

Clearfield Bank & Trust Company,  
Garnishee,  
and

CSB Bank,  
Garnishee.

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

**CIVIL DIVISION**

No. 07-1437-CD

**TYPE OF PLEADING:**

Praeipue to Discontinue  
Against Garnishee Clearfield Bank & Trust  
Company 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

**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.**

**FILED** *no cc*  
*719:3964*  
**APR 07 2008** *(GP)*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,  
Plaintiff,

vs.

CIVIL DIVISION

No. 07-1437-CD

Barry L. Graham,  
Defendant,

and

Clearfield Bank & Trust Company  
Garnishee,

CSB Bank,  
Garnishee.

**PRAECIPE TO DISCONTINUE AGAINST GARNISHEE CLEARFIELD BANK & TRUST  
COMPANY ONLY**

TO PROTHONOTARY:

Please discontinue this action against the above garnishee, Clearfield Bank & Trust Company  
and mark the docket accordingly.

Respectfully submitted,

CHROMULAK & ASSOCIATES, L.L.C.

By: Jessica K. Fuchs

CATHY ANN CHROMULAK, ESQ.

BETH ARNOLD HOWELL, ESQ.

TERESA K. FUCHS, ESQ.

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

Sworn to and subscribed  
Before me this 3<sup>rd</sup> day  
of April, 2008.

Heather L. Hatfield  
Notary Public

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

**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 Praeipie to Discontinue Against Garnishee Clearfield Bank & Trust Company Only was served upon the following by First Class Mail, postage prepaid on this 3rd day of April, 2008.

**Barry L. Graham  
1100 Kennedy Road  
Clearfield PA 16830**

**Clearfield Bank & Trust  
C/O Lori A. Kurtz  
11 N. Second St., PO Box 171  
Clearfield, Pa 16830**

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

**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.

Barry L. Graham,

Defendant,

and

CSB Bank,

Garnishee.

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

**CIVIL DIVISION**

No. 07-1437-CD

**TYPE OF PLEADING:**

Praeipe to Discontinue  
Against Garnishee 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

**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.**

**FILED** No CC.  
m/11:55Lm  
APR 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,  
Plaintiff,

CIVIL DIVISION

No. 07-1437-CD

vs.

Barry L. Graham,

Defendant,

and

CSB Bank,

Garnishee.

PRAECIPE TO DISCONTINUE AGAINST GARNISHEE ONLY

TO PROTHONOTARY:

Please discontinue this action against the above garnishee, CSB Bank and mark the docket accordingly.

Respectfully submitted,

CHROMULAK & ASSOCIATES, L.L.C.

By: Teresa K. Fuchs  
CATHY ANN CHROMULAK, ESQ.  
BETH ARNOLD HOWELL, ESQ.  
TERESA K. FUCHS, ESQ.

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

Sworn to and subscribed  
Before me this 29<sup>th</sup> day  
of April, 2008.

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 Praecept to Discontinue Against Garnishee Only was served upon the following by First Class Mail, postage prepaid on this 21st day of April, 2008.

**Barry L. Graham  
1100 Kennedy Road  
Clearfield PA 16830**

**CSB Bank  
1900 River Road  
Clearfield, PA 16830**

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

**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.

BARRY L. GRAHAM,

Defendant,

and

TIMBERLAND FCU,

Garnishee.

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

Defendant's Address:  
1100 KENNEDY RD.  
CLEARFIELD, PA 16830

Garnishee's Address:  
821 BEAVER DR.  
DUBOIS, PA 15801

Date: AUGUST 28, 2008

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

**CIVIL DIVISION**

No. 07-1437-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

**FILED** *Atty paid 20.00*  
*m/2/030/*  
SEP 02 2008 *ICC 26 writs*  
*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

No. 07-1437-CD

Plaintiff,

vs.

BARRY L. GRAHAM,

Defendant,

and

TIMBERLAND FCU,

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 BARRY L. GRAHAM, defendant, and
3. against TIMBERLAND FCU, garnishee,
4. and index this writ
  - a. against BARRY L. GRAHAM, defendant, and
  - b. against TIMBERLAND FCU, 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.

5.	Amount of Judgment	\$10,321.57
	Additional Interest to Date	\$ 359.48
	(Costs to be added)	\$ _____

Pursuant to Writ of Execution  
And Service of Writ

\$10,681.05

145.00 Prothonotary costs

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

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

FILED

SEP 02 2008

William A. Shaw  
Prothonotary/Clerk of Courts

100-111111-100

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

No. 07-1437-CD

COPY

vs.

BARRY L. GRAHAM,

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) BARRY L. GRAHAM;

(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 TIMBERLAND FCU 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: \$ 10,321.57

Prothonotary: \$ 145.00

Interest From: \$ 359.48

Sheriff: \$

TOTAL \$ 10,681.05

Plus costs as per endorsement hereon.

Prothonotary SEAL

*William L. Shan*  
9/21/08

Agent/Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 07-1437-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY

vs

SERVICE # 1 OF 1

BARRY L. GRAHAM

TO: TIMBERLAND FCU, Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 09/16/2008 ASAP HEARING: PAGE: 104605

DEFENDANT: TIMBERLAND FCI, Garnishee  
ADDRESS: 821 BEAVER DRIVE  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

018:59/611  
SEP 12 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 9-10-08 AT 11:29 AM PM **SERVED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON TIMBERLAND FCI, Garnishee, DEFENDANT

BY HANDING TO Jenn Spindas, Collection Officer

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

ADDRESS SERVED 821 Beaver Drive DuBois Pa. 15801

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

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR TIMBERLAND FCI, Garnishee

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

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

I MAKE RETURN OF **NOT FOUND** AS TO TIMBERLAND FCI, Garnishee

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nerling  
Deputy Signature

Jerome M. Nerling  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104605  
NO: 07-1437-CD  
SERVICES 1  
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: BARRY L. GRAHAM

TO: TIMBERLAND FCU, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	3028	10.00
SHERIFF HAWKINS	CHROMULAK	3028	40.23

FILED

0/3:45 am  
SEP 12 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

No. 07-1437-CD

vs.

BARRY L. GRAHAM,

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) BARRY L. GRAHAM;

(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 TIMBERLAND FCU 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: \$ 10,321.57

Prothonotary: \$ 145.00

Interest From: \$ 359.48

Sheriff: \$

TOTAL \$ 10,681.05

Plus costs as per endorsement hereon.

Received this writ this 2 day  
of Sept A.D. 2008  
At 3:40 A.M. P.M.

Christina A. Hawker  
Sheriff by Mandy Hannon

Prothonotary SEAL

Willi [Signature]  
Agent/Deputy 9/2/08

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

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

BARRY L. GRAHAM,

Defendant,

TIMBERLAND FCU,

Garnishee.

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

**CIVIL DIVISION**

No. 07-1437-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,

Plaintiff,

**CIVIL DIVISION**

No. 07-1437-CD

Vs.

BARRY L. GRAHAM,

Defendant,

and

TIMBERLAND FCU,

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, be 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. 07-1437-CD

vs.

BARRY L. GRAHAM,

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) BARRY L. GRAHAM;

(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 TIMBERLAND FCU 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: \$ 10,321.57

Prothonotary: \$ 145.00

Interest From: \$ 359.48

Sheriff: \$

TOTAL \$ 10,681.05

Plus costs as per endorsement hereon.

Received this writ this 2 day  
of Sept A.D. 2008  
At 3:00 A.M./P.M.

Christopher A. Hunkeler  
Sheriff by Marilyn Hamer

Prothonotary SEAL

William L. Hamer 9/2/08  
Agent/Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

CIVIL DIVISION

No. 07-1437-CD

vs.

BARRY L. GRAHAM  
XXX-XX-4903  
1100 KENNEDY RD.  
CLEARFIELD, PA 16830

Defendant,

and

TIMBERLAND FCU

Garnishee.

TO: TIMBERLAND FCU  
821 BEAVER DR.  
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.**

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  
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: August 28, 2008

By: Jennifer M. Palonis  
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  
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,

CIVIL DIVISION

No. 07-1437-CD

vs.

BARRY L. GRAHAM  
XXX-XX-4903  
1100 KENNEDY RD.  
CLEARFIELD, PA 16830

Defendant,

and

TIMBERLAND FCU

Garnishee.

TO: TIMBERLAND FCU  
821 BEAVER DR.  
DUBOIS, PA 15801

FILED

SEP 19 2008

William A. Shaw  
Prothonotary/Clerk of Courts

M/11/2008  
no C/C

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: No

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: No.

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: No.

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: No.

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

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: No.

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: No.

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  
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: Mr. Graham has his payroll deposited to a joint account with his wife, Mandy Graham. This is a joint checking. They have with Timberland. The current balance is \$328.18

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: No -

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

DATE: August 28, 2008

By: Jennifer M. Palonis  
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  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

**FILED**

**SEP 19 2008**

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

No. 07-1437-CD

vs.

BARRY L. GRAHAM,

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) BARRY L. GRAHAM;

(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 TIMBERLAND FCU 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: \$ 10,321.57

Prothonotary: \$ 145.00

Interest From: \$ 359.48

Sheriff: \$

TOTAL \$ 10,681.05

Plus costs as per endorsement hereon.

Received this writ this 2 day  
of Sept A.D. 2008  
At 3:00 A.M./P.M.

Christa A. Handley  
Sheriff  
by Maury Haran

Prothonotary SEAL

Willie L. Shaw 9/2/08  
Agent/Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

CIVIL DIVISION:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

BARRY L. GRAHAM,

Defendant(s).

CIVIL DIVISION:

No. 07-1437-CD

TYPE OF PLEADING:

Praecept 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 No CC  
m/10:25un sat issued  
NOV 09 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
Fuchs

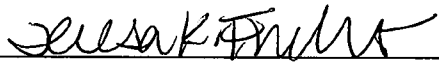
Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

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 Praeipe to Satisfy Judgment was served upon the following by First Class Mail, postage prepaid on this 5TH day of NOVEMBER 2009.

BARRY L. GRAHAM  
1156 PARK AVENUE EXT.  
CLEARFIELD, PA 16830

  
\_\_\_\_\_  
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  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

**FILED**

**NOV 09 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

CCB/L  
2007-01437-CD

No.: 2007-01437-CD

Beneficial Consumer Discount Company

Debt: \$10,681.05

Vs.

Atty's Comm.:

Barry L. Graham

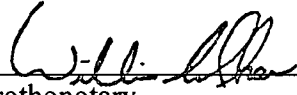
Interest From:

Clearfield Bank & Trust Company CSB Bank  
Timberland Federal Credit Union

Cost: \$7.00

NOW, Monday, November 09, 2009, directions for satisfaction having been received,  
and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 9th day of November, A.D. 2009.

  
Prothonotary