

07-1437-CD
Beneficial Cons. Vs Barry Graham

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(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 *Atty pd.*
3/4/00 *85.00*
SEP 04 2007 *ICC Sheriff*
William A. Shaw
Prothonotary/Clerk of Courts

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

BARRY L. GRAHAM,

Defendant.

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

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

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
4th Floor
Canonsburg, PA 15317

(724) 916-2400

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

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.

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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 JUNE 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
4th Floor
Canonsburg, PA 15317

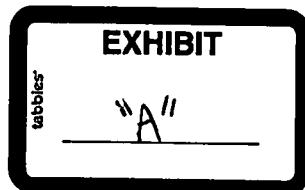
**THIS IS AN ATTEMPT TO
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071000301
01/20/2006
5412787548

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

100000401 01/20/2006 0318724608

110 190044336610 4127197001111 71172363606602110 100000700000





Account Opener 707010
7118051205000PROS151310000700000F23.9974026897070105
[Barcode]

HSBC Bank USA, N.A.
Proceeds of this check are subject to
Collection by HSBC.
Check Cashing Not Available at HSBC.
HSBC Accountholder 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
[Barcode]

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

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.**

A. M. Walker

AUTHORIZED SIGNATURE

40190044336102719700110 711805707010021*

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



Route 30
1701 Lincoln Highway
Destina Plz. E Shpg Cr.
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 refinance 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.

23997PA11205402
12245 711805-R025

[Barcode]
402 6897070105-15-04497155-7

An Equal Opportunity Lender

402

Bring in this voucher for extra money:

Valid until: January 18, 2006.

\$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.

Bring in this voucher for extra money.



NON-TRANSFERABLE

(Required) Home Phone Number
 DO NOT SHARE
(see enclosed insert)

By checking this box, you agree to the terms and conditions
of the attached Personal Credit Line Account Agreement.
Please attach your check when you mail it.
Beneficial Company
P.O. Box 919, Allen, TX 75013-0919

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

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 39268-7328.

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 completely and sign this Account Opener Check. We will not reduce your unexpired balance 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 your credit limit available. You may obtain funds directly from us or through your special checks 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 reduce your available credit by returning a check to us, we will issue a new check to you for a new check to allow for check closing. 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 overlimit fee), and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorney's fees (if 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 your 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 on 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 is determined, 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 1.60%	2.891% of account balance
over 1.60% through 1.674%	2.845% of account balance
over 1.674% through 1.831%	2.476% of account balance
over 1.831% through 2.072%	2.615% of account balance
over 2.072% through 2.352%	2.756% of account balance
over 2.352% through 2.452%	2.889% of account balance
over 2.452% through 2.642%	3.045% 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 of 2.000% (22.897% 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 is due 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 \$20, 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 account balance plus all other accrued and unpaid charges immediately and to cancel your credit privilege if you do not pay us when we are entitled to payment under this Agreement; (b) frequent overdrawning of your credit line; (c) failure to supply us with any information requested; (d) furnishing 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 us 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
23997PA12/05/402
PAC48CRLB
PA0463.03

Bring in this voucher for extra money:

Valid until: January 18, 2006.

\$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.

Bring in this voucher for extra money.

Beneficial
Member HSBC Group

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
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
011:45 cm
JAN 23 2008
LS

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:

Praeclipe for Default Judgment

Prothonotary/Clerk of Courts

Notice to

Def

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

4th Floor

Canonsburg, PA 15317

(724) 916-2400

FILED

FEB 01 2008

ml/12/2008/

William A. Shaw

Prothonotary/Clerk of Courts

**THIS IS AN ATTEMPT TO
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FOR THAT PURPOSE.**

TO: PROTHONOTARY

Please enter judgment by default against the within-named defendant, **BARRY L. GRAHAM**, for failure to file an Answer as follows:

Amount Claimed in Complaint:	\$ 8,712.21
Interest from 7/04/07 through 1/14/08:	1,004.36
Costs of Collection through 1/14/08:	<u>605.00</u>
TOTAL	\$10,321.57

With interest accruing on the total balance of **\$10,321.57** at the rate of 6% per annum, together with additional costs of suit.

BY Beth Arnold Howell
CATHY ANN CHROMULAK, ESQUIRE
BETH ARNOLD HOWELL, ESQUIRE
CHRISTINE A. SAUNDERS, ESQUIRE
TERESA K. GABRIEL, ESQUIRE
Attorneys for Plaintiff

**AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATION OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT**

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF WASHINGTON)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared, Beth Arnold Howell, ESQUIRE, attorney for and authorized representative of plaintiff who, being duly sworn according to law, deposes and says that the defendant is not in the military service of the United States of America to the best of her knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed to defendant on **DECEMBER 21, 2007** by certificate of mailing in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

Beth Arnold Howell
CATHY ANN CHROMULAK, ESQUIRE
BETH ARNOLD HOWELL, ESQUIRE
CHRISTINE A. SAUNDERS, ESQUIRE
TERESA K. GABRIEL, ESQUIRE

Sworn to and subscribed before me
This 19th day of January, 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

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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**

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



Deputy

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Plaintiff,

vs.

BARRY L. GRAHAM

and

CLEARFIELD BANK
& TRUST COMPANY

Defendant,

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

FILED

FEB 19 2008

1/4/08 (E)
William A. Shaw
Prothonotary/Clerk of Courts
P.O. Box 1000
100 South Main Street
Clearfield, PA 16830

ISSUED 12 BILLS
TO SHERIFF

TYPE OF PLEADING:

PRAECLICE 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
4th Floor
Canonsburg, PA 15317
(724) 916-2400

Date: February 12, 2008

**THIS IS AN ATTEMPT TO
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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
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BE USED FOR THAT PURPOSE.

Christine A. Saunders

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

William A Shaw
Prothonotary Clerk of Courts

FEB 19 2008

FILED

FLORIDA 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. 2nd 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

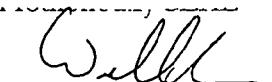
Sheriff: \$ TOTAL \$ 10,340.49

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
01/11/08 BY
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

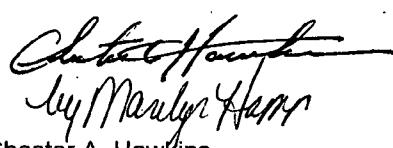
RETURN COSTS

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

Sworn to Before Me This

So Answers,

____ Day of _____ 2008


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.

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
4th 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 P.A.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,

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

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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.
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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 P.A.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

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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. 2nd 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 wrt this 20
of FEB A.M. 2008
At 3:00 1

Agent/Deputy

Will

WILLIAM A. SHAW

Prothonotary

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

Chester A. Hawley, 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;
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;
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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 ~~Received this writ this~~ 20 day of FEB A.D. 2008 ~~Received this writ this~~ 20 day of FEB A.D. 2008 shall not include \$300.00 in the account of the defendant.

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

Chetra A. Hawke
Sheriff by Marilyn Hahn

W. L. Hahn
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;
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and to notify the Garnishee(s) that

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- (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.

WILLIAM A. SHAW
Agent/Deputy

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

Clint H. Hausey, Sheriff

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:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

FOURTEENTH: If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.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
4th Floor
Canonsburg, PA 15317
(724) 916-2400

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

BENEFICIAL CONSUMER DISCOUNT COMPANY,

Plaintiff,

No. 07-1437-CD

vs.

BARRY L. GRAHAM,

Defendant.

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TO THE SHERIFF OF CLEARFIELD, COUNTY, PENNSYLVANIA

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- (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 20th day of FEB 2008
At 3:00 PM
cf FEB 2008
At 3:00 PM

Agent/Deputy

Chetler A. Newberry, Jr., Deputy 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

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
4th 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

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

Defendant,

and
CLEARFIELD BANK & TRUST COMPANY
Garnishee,
and
CSB BANK
Garnishee.

FILED

MAR 05 2008

10:40 AM
William A. Shaw
Prothonotary/Clerk of Courts

MO. C.R.T. C.R.L.

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 Pa.C.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
4th 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)

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 3rd day of March 2008, to unrepresented parties in the above captioned matter as follows:

Barry L Graham

Chromulak & Associates LLC
375 Southpointe Boulevard 4th 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

m / 10:46 a.m.
William A. Shaw
Prothonotary/Clerk of Courts
cc/c
answering

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. 2nd 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 J.W. A.M. 11:00

W. L. Shaw

Agent/Deputy

CERTIFICATE OF SERVICE

I, counsel for Beneficial Consumer Discount Company, hereby certify that a true and correct copy of the foregoing Praeclipe 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,

CIVIL DIVISION

vs.

No. 07-1437-CD

Barry L. Graham,

Defendant,

and

CSB Bank,

Garnishee.

TYPE OF PLEADING:

Praecipe to Discontinue
Against Garnishee ONLY

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

Beneficial Consumer Discount Company

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

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.
PA ID NO. 203606

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

CHROMULAK & ASSOCIATES, L.L.C.

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

**THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL
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.

CIVIL DIVISION

No. 07-1437-CD

Barry L. Graham,
Defendant,
and

TYPE OF PLEADING:

Clearfield Bank & Trust Company,
Garnishee,
and

Praecipe to Discontinue
Against Garnishee Clearfield Bank & Trust
Company ONLY

CSB Bank,
Garnishee.

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

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

Beneficial Consumer Discount Company

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067
BETH ARNOLD HOWELL, ESQ.
PA ID NO. 203606
TERESA K. FUCHS, ESQ.
PA ID NO. 205696

CHROMULAK & ASSOCIATES, L.L.C.

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

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

FILED
APR 07 2008
M 10:59 AM
NCC
GR

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: Cathy Ann Chromulak, Esq.
CATHY ANN CHROMULAK, ESQ.
BETH ARNOLD HOWELL, ESQ.
TERESA K. FUCHS, ESQ.

Attorneys for Plaintiff
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

Sworn to and subscribed
Before me this 3rd 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 Praeclipe 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
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BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,
Plaintiff,

CIVIL DIVISION

vs.

No. 07-1437-CD

Barry L. Graham,

Defendant,

and

CSB Bank,

Garnishee.

TYPE OF PLEADING:

Praecipe to Discontinue
Against Garnishee ONLY

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

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

Beneficial Consumer Discount Company

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.
PA ID NO. 203606

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

CHROMULAK & ASSOCIATES, L.L.C.

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

FILED ^{No CC.}
M 11:55 AM
APR 23 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,
Plaintiff,

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.

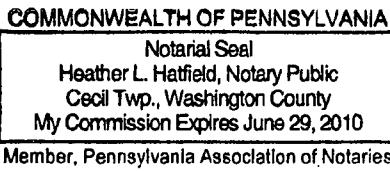
By: Cathy Ann Chromulak
CATHY ANN CHROMULAK, ESQ.
BETH ARNOLD HOWELL, ESQ.
TERESA K. FUCHS, ESQ.

Attorneys for Plaintiff
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

Sworn to and subscribed
Before me this 21st 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.**



CERTIFICATE OF SERVICE

I, counsel for Beneficial Consumer Discount Company, hereby certify that a true and correct copy of the foregoing Praeclipe 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:

PRAECLYPE 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
4th Floor
Canonsburg, PA 15317
(724) 916-2400

FILED Atty pd¹⁰ 20.00
M/2/2008 ICC Colowrnts
SEP 02 2008 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.

1
FILED

SEP 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

COPY

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.

Prothonotary *SEAL*

Willie L. Graham *07-912108*
Agent/Deputy

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

BENEFICIAL CONSUMER DISCOUNT COMPANY

vs

BARRY L. GRAHAM

TO: TIMBERLAND FCU, Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 09/16/2008 ASH 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

09/18/2008
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 Spivack, 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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Neveling
Deputy Signature

Jerome M. Neveling
Print Deputy Name

DAY OF 2008

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
013:45 pm
SEP 12 2008
LM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of 2008



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.

Chet A. Hawley
Sheriff by Marlyn Hawley

Prothonotary SEAL

Agent/Deputy

Willie L. Oliver
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
4th 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 P.A.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

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Prothonotary: \$ 145.00

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TOTAL \$ 10,681.05

Plus costs as per endorsement hereon.

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of Sept A.D. 2008
At 3:00 A.M./P.M.

Prothonotary SEAL

Agent/Deputy

Chesler A. Hawkins
Sheriff by Marilyn Hamer

Willie L. Hays 9/2/08

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:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

RESPONSE:

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

DATE: 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
4th Floor
Canonsburg, PA 15317
(724) 916-2400

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

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.

FILED

SEP 19 2008

(CR)

William A. Shaw
Prothonotary/Clerk of Courts

M/11/08/08

no C/C

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

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RESPONSE: No

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RESPONSE: No.

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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:

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RESPONSE: No.

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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 Pa.C.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
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Canonsburg, PA 15317
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William A. Shaw
Prothonotary/Clerk of Courts

SEP 19 2008

FILED

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

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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.

Chester A. Hawley
Sheriff
by Mandy. Hearn

Prothonotary SEAL

Agent/Deputy

Will. L. Gray 9/2/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

CIVIL DIVISION:

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

BARRY L. GRAHAM,

Defendant(s).

CIVIL DIVISION:

No. 07-1437-CD

FILED ^{No CC}
m 10:25 am unsat issued
NOV 09 2009
S AAY
William A. Shaw
Prothonotary/Clerk of Courts
Fuchs

TYPE OF PLEADING:

Praecipe to Satisfy Judgment

TYPE OF CASE:

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

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.
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PA ID NO. 205703

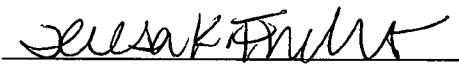
CHROMULAK & ASSOCIATES, L.L.C.
401 Technology Drive, Suite 202
Canonsburg, PA 15317
(724) 916-2400

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CERTIFICATE OF SERVICE

I, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing Praeclipe 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.

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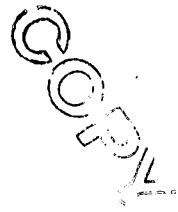
FILED

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

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