

07-1568-CD
Beneficial vs Robert MacTavish

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Vs.

Plaintiff,

CIVIL DIVISION

No. 07-1568-CD

ROBERT E. MACTAVISH

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

SEP 24 2007

1cc Sheriff
Atty 2085.00
(in)

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

Oct 15, 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

ROBERT E. MACTAVISH,

Defendant.

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

Defendant's Address:
414 EAST LOCUST STREET #A
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.

ROBERT E. MACTAVISH,

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. ROBERT E. MACTAVISH is an adult individual residing at 414 EAST LOCUST STREET #A, CLEARFIELD, PA 16830.

3. On or about FEBRUARY 1, 2005, 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 JULY 8, 2006.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendant is in the sum of FIVE THOUSAND SEVEN HUNDRED THIRTY EIGHT AND 57/100 (\$5,738.57) DOLLARS as of JULY 26, 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 FIVE THOUSAND SEVEN HUNDRED THIRTY EIGHT AND 57/100 (\$5,738.57) DOLLARS, with interest thereon at the rate of 18.53% from JULY 27, 2007, plus court costs and attorney's fees.

Respectfully submitted,

Chromulak & Associates, LLC

By: Beth Arnold Howell
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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INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

By endorsing this check you agree to the terms and conditions
of the attached Promissory Note.

(Required) Signature of within-named payee only

Payable only to person whose name and address appears on Loan Check. Loan Check not transferable.

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

PA #22 4/5-194
1-226

PP
DOB 10/11/1976
SEX 10/12/2004

65 10/12/2004

Ex
sic CARD required

Army ID

NORTHWEST SAVINGS BANK
→ 243374218 4540
012805
CLEARFIELD, #1550 40.99

NORTHWEST SAVINGS BANK
243374218

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Absence of this feature may indicate alteration.



Account Opener 346596
71181501050000PROS1900100005000F271994065903465960



HSBC Bank USA, N.A.
Processed at 1201 East Tower Road
Schaumburg, IL 60173
Check Cashing Not Available at HSBC
HSBC Accountholders: For Deposit Only

70-7001
2719

January 17, 2005

Pay to the
order of
Sample A. Sample
FIVE THOUSAND AND 88/100

AMOUNT: **\$5,000.88**
DOLLARS

Not valid after: **February 15, 2005**

711815-346596-406

Sample A. Sample
Jan 2005 Pros 406 56, C006paben011
Roslyn, PA 19001-2412

VOID
Layee'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
#27199PA(01/05)406. 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. Rodriguez
AUTHORIZED SIGNATURE

10 190040408 271970011 71181534659606

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



409 W. County Line Road
Havertown, PA 19040

Customer ID No.: 406 5903465960
Check Amount: \$5,000.88

This is a real check for \$5,000.88 It's valid until February 15, 2005

Dear Sample A. Sample,

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

Take this check to your bank

This is a real check, not a copy of one. So you can use it to get your money fast, or simply deposit it in the bank. And, if you have any questions, you can call us at 1-866-396-INFO (4636).

Use the money for anything

You may want to make a large purchase. Or use it when you want ready cash for any of the unexpected expenses. No matter what, it's available now.

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 (215) 443-9902.

Sincerely,

Milagros Rodriguez

Milagros Rodriguez
Branch Manager, Beneficial

**P.S. To accept this loan offer, please be sure to sign and deposit your check before February 15, 2005.
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.

The Promissory Note and Disclosures found on the back contain a full explanation of the terms and conditions of your loan.

SPECIAL NOTICE - Please see the enclosed documents entitled "Important Notice Required Under The Fair Credit Reporting Act" and "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 215-443-9902.

711815
C006011

ZV-015-56-0000690-011

An Equal Opportunity Lender

27199PA(01/05)406

406

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

(Required) Signature of authorized payee only
Printed name and address
Applicant on this Check, Contract or Note
**Signing this check will
result in a loan that must
be repaid with interest and
fees.**

By signing this check you agree to the terms and conditions
of the attached Promissory Note.

PROMISSORY NOTE AND DISCLOSURES

CREDITOR (Called "We", "Us", "Our"):

Beneficial Consumer Discount Company
409 W. County Line Road
Hulbert, PA 19040

BORROWER (Called "You", "Your"):

Sample A. Sample
Jan 2005 Pros 406 56, C006paben011
Roslyn, PA 19001-2412

• ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	• FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Date of Loan
27.199%	\$4,197.12 *e*	\$5,000.88	\$9,198.00 *e*	January 17, 2005 *e*

Your Payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due:
60	\$153.30	Monthly, beginning on the Payment Due Date shown on the first Billing Statement.

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

Late Charge: If you don't pay any payment in 10 days after it's due, you will also pay 1-1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

See below for any additional information about nonpayment default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

e means an estimate

PROMISE TO PAY. By signing the attached check, you agree to the terms of this Promissory Note and Disclosure and promise to pay us the Total of Payments (the sum of Finance Charge plus the Amount Financed) in monthly payments as stated above. Finance Charge includes a nonrefundable fee of \$150.00 and interest which has been calculated in advance at the Contract Rate of 25.698% per year on the scheduled unpaid balances on the assumptions the payments are made on time.

DATE ON WHICH FINANCE CHARGES BEGIN. PAYMENT DATES. This loan will be consummated on the date you cash the check for the loan proceeds which you received with this Promissory Note and Disclosures. Finance Charges will begin on the date the check is cashed.

PREPAYMENT. If you fully pay before the final payment due date, the amount you owe will be reduced by unearned Finance Charges (but not the Service charge) determined by the Rule of 78ths.

LATE CHARGE. If you don't pay any payment in 10 days after it's due, you will also pay 1-1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

BAD CHECK CHARGE. We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

FAILURE TO PAY. If you don't pay any payment on time (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

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

CREDIT REPORTING AND CUSTOMER INFORMATION PRACTICES. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you. For more information regarding our privacy practices, please refer to the enclosed Privacy Statement.

ITEMIZATION OF AMOUNT FINANCED. The entire Amount Financed (shown above) will be given directly to you.

VERIFICATION

DIANNA WIGGINS, Recover Specialist for

BENEFICIAL CONSUMER DISCOUNT COMPANY

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

DIANNA WIGGINS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

ROBERT E. MACTAVISH,

Defendant.

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

Defendant's Address:
414 EAST LOCUST STREET #A
CLEARFIELD, PA 16830

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CIVIL DIVISION

No. 07-1568-CD

TYPE OF PLEADING:

Praecipe to Reinstate 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, L.L.C.
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

(724) 916-2400

FILED Atty pd.
M110 3760 7.00
OCT 15 2007
1 Compl.
William A. Shaw
Prothonotary/Clerk of Courts
Reinstated
to Sheriff
GK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No. 07-1568-CD

Plaintiff,

vs.

ROBERT E. MACTAVISH,

Defendant.

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the complaint in the above-captioned action, at 07-1568-CD and mark the docket accordingly.

BY Beth Arnold Howell
CATHY ANN CHROMULAK, ESQ.
MAUREEN A. DOWD, ESQ.
BETH ARNOLD HOWELL, ESQ.
CHRISTINE A. SAUNDERS, ESQ.

CHROMULAK & ASSOCIATES, L.L.C.
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

Service # 1 of 1 Services

Sheriff Docket # **103232**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # 07-1568-CD

vs.

ROBERT E. MACTAVISH

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW January 25, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO ROBERT E. MACTAVISH, DEFENDANT. 414 EAST LOCUST ST. APT A, CLEARFIELD, PA "EMPTY".

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	19926	10.00
SHERIFF HAWKINS	CHROMULAK	19926	16.00

FILED
01/15/08
JAN 25 2008
(JM)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Vs. Plaintiff,

CIVIL DIVISION

No. 07-1568-CD

ROBERT E. MACTAVISH

Defendant(s)

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

I hereby certify this to be a true and accurate copy of the original statement as of the date of this document.

SEP 24 2007

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Attest.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

ROBERT E. MACTAVISH,

Defendant.

Plaintiff's Address:
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Defendant's Address:
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CIVIL DIVISION

No.

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Complaint

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BENEFICIAL CONSUMER
DISCOUNT COMPANY

COUNSEL OF RECORD:

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PA ID NO. 42067

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PA ID NO. 203606

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PA ID NO. 203373

CHROMULAK & ASSOCIATES, LLC

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Canonsburg, PA 15317

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

ROBERT E. MACTAVISH,

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. ROBERT E. MACTAVISH is an adult individual residing at 414 EAST LOCUST STREET #A, CLEARFIELD, PA 16830.
3. On or about FEBRUARY 1, 2005, 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
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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 JULY 8, 2006.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendant is in the sum of FIVE THOUSAND SEVEN HUNDRED THIRTY EIGHT AND 57/100 (\$5,738.57) DOLLARS as of JULY 26, 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 FIVE THOUSAND SEVEN HUNDRED THIRTY EIGHT AND 57/100 (\$5,738.57) DOLLARS, with interest thereon at the rate of 18.53% from JULY 27, 2007, plus court costs and attorney's fees.

Respectfully submitted,

Chromulak & Associates, LLC

By: *Beth Arnold Howell*
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

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Beneficiary 71172301050000PROS168360000500027.1994065902435014
711723243501-48


Pay to the Robert E. MacTavish
order of

HSBC Bank USA, N.A.
Processed at 1301 East Tower Road
Schaumburg, IL 60173
Check Cashing Not Available at HSBC
HSBC Accountholders. For Deposit Only
70-7001
2719
January 17, 2005

AMOUNT:
\$5,000.88

DOLLARS

5/16/3 13844 43755

U2: Gu 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
#2719gPA(01/05)406. 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. MacTavish

AUTHORIZED SIGNATURE

EXHIBIT

A

1900404081 2719700111 711723243501061 100005000881

By endorsing this check you agree to the terms and conditions
of the attached Promissory Note.

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

(Required) Signature of withdrawer/payer only

Payable only to person whose name and address
appears on Loan Check. Loan Check not transferable.

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

PA # 22 415-194

DOB 10/11/1976

Ex 10/12/2004

big CARD refused

Army ID

40.99

012805
556000
CRAFIELD, #1550

4404
529181

5454
585156

4909962
92812895

000261

4131205
1301222

613010



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Account Opener 346596
71181501050000PROS1900100005000F271994065903465960



HSBC Bank USA, N.A.
Processed at 1301 East Tower Road
Schaumburg, IL 60173
Check Cashing Not Available at HSBC
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70-7001
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January 17, 2005

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order of Sample A. Sample
FIVE THOUSAND AND 88/100

AMOUNT: **\$5,000.88**
DOLLARS

Not valid after: February 15, 2005

711815-346596-406

Sample A. Sample
Jan 2005 Pros 406 56, C006paben011
Roslyn, PA 19001-2412

XXXXXXXXXXXXXXXXXXXX

VOID

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By endorsing the back of this check you accept our offer and
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destroy this check.

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

R. M. ... 406

AUTHORIZED SIGNATURE

019004040810 2719900110 7118153465960610

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



409 W. County Line Road
Halboro, PA 19040

Customer ID No.:	406 5903465960
Check Amount:	\$5,000.88

This is a real check for \$5,000.88

It's valid until February 15, 2005

Dear Sample A. Sample,

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

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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 (215) 443-9902.

Sincerely,

Milagros Rodriguez

Milagros Rodriguez
Branch Manager, Beneficial

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The front of this document has a colored security screen.
Abuse of this feature may indicate alteration.

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

Principal Signature of check-endorser only
 Please only sign where my name and address
 appear on last check, last check number etc.
 Signing this check will
 result in a loan that must
 be repaid with interest and
 fees.

By endorsing this check you agree to the terms and conditions
 of the attached Privacy Statement

PROMISSORY NOTE AND DISCLOSURES

CREDITOR (Called "We", "Us", "Our"):

Beneficial Consumer Discount Company
 409 W. County Line Road
 Hatboro, PA 19040

BORROWER (Called "You", "Your"):

Sample A. Sample
 Jan 2005 Pros 406 56, C006spaben011
 Roslyn, PA 19001-2412

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Date of Loan
27.199%	\$4,197.12 *e*	\$5,000.68	\$9,198.00 *e*	January 17, 2005 *e*

Your Payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due:
60	\$153.30	Monthly, beginning on the Payment Due Date shown on the first Billing Statement.

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

Late Charge: If you don't pay any payment in 10 days after it's due, you will also pay 1-1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

See below for any additional information about nonpayment default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

e means an estimate

PROMISE TO PAY. By signing the attached check, you agree to the terms of this Promissory Note and Disclosure and promise to pay us the Total of Payments (the sum of Finance Charge plus the Amount Financed) in monthly payments as stated above. Finance Charge includes a nonrefundable fee of \$150.00 and interest which has been calculated in advance at the Contract Rate of 25.698% per year on the scheduled unpaid balances on the assumptions the payments are made on time.

DATE ON WHICH FINANCE CHARGES BEGIN. PAYMENT DATES. This loan will be consummated on the date you cash the check for the loan proceeds which you received with this Promissory Note and Disclosures. Finance Charges will begin on the date the check is cashed.

PREPAYMENT. If you fully pay before the final payment due date, the amount you owe will be reduced by unearned Finance Charges (but not the Service charge) determined by the Rule of 78ths.

LATE CHARGE. If you don't pay any payment in 10 days after it's due, you will also pay 1-1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

BAD CHECK CHARGE. We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

FAILURE TO PAY. If you don't pay any payment on time (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

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

CREDIT REPORTING AND CUSTOMER INFORMATION PRACTICES. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you. For more information regarding our privacy practices, please refer to the enclosed Privacy Statement.

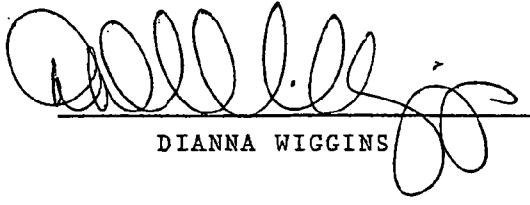
ITEMIZATION OF AMOUNT FINANCED. The entire Amount Financed (shown above) will be given directly to you.

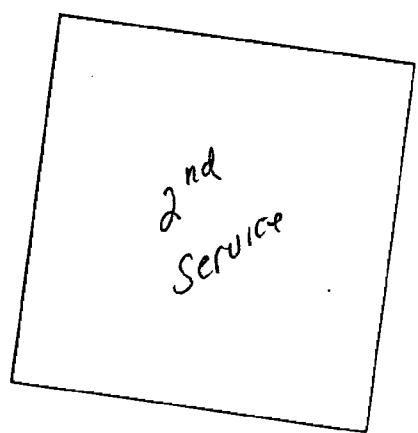
VERIFICATION

DIANNA WIGGINS, Recover Specialist for

BENEFICIAL CONSUMER DISCOUNT COMPANY

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


DIANNA WIGGINS



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103305
NO: 07-1568-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: ROBERT E. MACTAVISH

SHERIFF RETURN

NOW, October 18, 2007 AT 8:59 AM SERVED THE WITHIN COMPLAINT ON ROBERT E. MACTAVISH DEFENDANT AT WORK: QUEHANNA BOOTCAMP, 4395 QUEHANNA HWY., KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT E. MACTAVISH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	20246	10.00
SHERIFF HAWKINS	CHROMULAK	20246	31.31

FILED
O/11:50 AM
JAN 25 2008
[Signature]

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

*Chesler Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

ROBERT E. MACTAVISH,

Defendant.

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

Defendant's Address:
414 EAST LOCUST STREET #A
CLEARFIELD, PA 16830

Dated: DECEMBER 12, 2007

CIVIL DIVISION

No. 07-1568-CD

TYPE OF PLEADING:

Praecipe for Default Judgment

FILED

FEB 01 2008

mf 11:50 AM
William A. Shaw
Prothonotary/Clerk of Courts

Note in to
DFT.

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COUNSEL OF RECORD:

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

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.**

TO: PROTHONOTARY

Please enter judgment by default against the within-named defendant, **ROBERT E. MACTAVISH**, for failure to file an Answer as follows:

Amount Claimed in Complaint:	\$5,738.57
Interest from 7/27/07 through 12/12/07:	410.05
Costs of Collection through 12/12/07:	<u>712.00</u>
TOTAL	\$6,860.62

With interest accruing on the total balance of **\$6,860.62** at the rate of 6% per annum, together with additional costs of suit.

BY Christine A. Saunders
CATHY ANN CHROMULAK, ESQUIRE
MAUREEN A. DOWD, ESQUIRE
BETH ARNOLD HOWELL, ESQUIRE
CHRISTINE A. SAUNDERS, ESQUIRE
Attorneys for Plaintiff

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

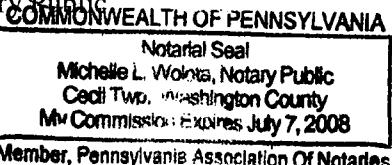
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF WASHINGTON)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared, Christine A. Saunders, 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 **NOVEMBER 30, 2007** by certificate of mailing in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

Christine A. Saunders
CATHY ANN CHROMULAK, ESQUIRE
MAUREEN A. DOWD, ESQUIRE
BETH ARNOLD HOWELL, ESQUIRE
CHRISTINE A. SAUNDERS, ESQUIRE

Sworn to and subscribed before me
This 13 day of Dec, 2007.

Michelle L. Wolsta
Notary Public



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY,
Plaintiff,

Vs.

CIVIL DIVISION
No. 07-1568-CD

ROBERT E. MACTAVISH,
Defendant(s).

TO: ROBERT E. MACTAVISH
414 EAST LOCUST ST. #A
CLEARFIELD, PA 16830

DATE OF NOTICE: NOVEMBER 30, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

By:

Beth Arnold Howell
CATHY ANN CHROMULAK, ESQ.
MAUREEN A. DOWD, ESQ.
BETH ARNOLD HOWELL, ESQ.
CHRISTINE A. SAUNDERS, ESQ.
Attorneys for Plaintiff
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

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

CHROMULAK & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW
375 SOUTHPOINTE BLVD.
4TH FLOOR

CANONSBURG, PA 15317

PITTSBURGH, PENNSYLVANIA 15211-1205

of Sender □

Line

Article

Number

Name of Addressee, Street, and Post Office Address

Postage

Fee

Handling Charge

Act. Value (if Regis.)

Insured Value

If COD

Indicate type of mail
 Registered
 Insured
 COD
 Certified

Return Receipt
 For Merchandise
 Int'l Recorded Del.
 Express Mail

Check appropriate block for
 Registered Mail:
 With Postal Insurance
 Without Postal Insurance

Postmark

02 1P
0003834775 NOV 30 2007

MAILED FROM ZIP CODE 15317

UNITED STATES POSTAL SERVICE

PITNEY BOWES

\$ 001.750

06
11561

MAILED FROM ZIP CODE 15317

UNITED STATES POSTAL SERVICE

PITNEY BOWES

\$ 001.750

06
11561

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	If COD
1	10269	VALERIE A. KINTER 34 HORN ROAD, LEVITTOWN, PA 19056-1306						
2	10269	THOMAS E. KINTER 34 HORN ROAD, LEVITTOWN, PA 19056-1306						
3	10269	ROBERT MACTAVISH 414 E. LOCUST ST., APT. B, CLEARFIELD, PA 16830						
4	10400	DONALD J. DENORCEY 995 FRANKSTOWN RD., JOHNSTOWN, PA 15902						
5	10400	CINDY L. DENORCEY 995 FRANKSTOWN RD., JOHNSTOWN, PA 15902						
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee) <i>B. Rose</i>	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See Domestic Mail Manual 9300, 9313, and 9321 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.					

Form Must Be Completed by Typewriter, Ink, or Ball Point Pen

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No. 07-1568-CD

Plaintiff,

vs.

ROBERT E. MACTAVISH,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: ROBERT E. MACTAVISH
414 EAST LOCUST STREET #A
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: \$6,860.62 plus interest at the rate of 6% per annum and additional costs of suit.



Deputy

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

ROBERT E. MACTAVISH,

Defendant,

and

NORTHWEST SAVINGS BANK,

Garnishee.

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

Defendant's Address:
414 EAST LOCUST STREET #A
CLEARFIELD, PA 16830

Garnishee's Address:
1200 SOUTH 2ND STREET
CLEARFIELD, PA 16830

Date: June 23, 2008

CIVIL DIVISION

No. 07-1568-CD

FILED

JUN 25 2008

0122151
William A. Shaw
Prothonotary/Clerk of Courts

NO C/L
ISSUED 6 WKS
TO [Signature]

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
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,

vs.

ROBERT E. MACTAVISH,

Defendant,

and

NORTHWEST SAVINGS BANK,

Garnishee.

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

Defendant's Address:
414 EAST LOCUST STREET #A
CLEARFIELD, PA 16830

Garnishee's Address:
1200 SOUTH 2ND STREET
CLEARFIELD, PA 16830

Date: June 23, 2008

CIVIL DIVISION

No. 07-1568-CD

FILED

JUN 25 2008

012151

William A. Shaw

Prothonotary/Clerk of Courts

NO C/L

ISSUED 6/24/08

TO GARNISHEE

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

THIS IS AN ATTEMPT TO
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INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

No. 07-1568-CD

Plaintiff,

vs.

ROBERT E. MACTAVISH,
Defendant,
and

NORTHWEST SAVINGS 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 ROBERT E. MACTAVISH, defendant, and
3. against NORTHWEST SAVINGS BANK, garnishee,
4. and index this writ
 - a. against ROBERT E. MACTAVISH, defendant, and
 - b. against NORTHWEST SAVINGS 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.

5.	Amount of Judgment	\$6,860.62
	Additional Interest to Date	\$ 163.02
	(Costs to be added)	\$
	Overage per HFC	\$ 410.05
	Pursuant to Writ of Execution	Prothonotary costs \$ 132.00
	And Service of Writ	\$6,613.59

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

Beth Arnold Howell

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

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Beneficial Consumer Discount Company,

Vs.

NO.: 2007-01568-CD

Robert E. MacTavish,

Northwest Saving Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff(s) from ROBERT E. MACTAVISH, , Defendant(s):

- (1) ~~You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:~~
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of: Northwest Savings Bank as garnishee(s); and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **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.**

AMOUNT DUE/PRINCIPAL: \$6,860.62

INTEREST FROM: \$163.02

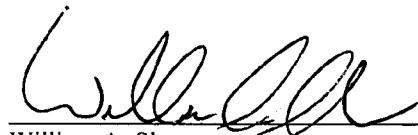
ATTY'S COMM: \$

DATE: 6/25/2008

PROTH. COSTS PAID: \$132.00

SHERIFF: \$

OTHER COSTS: Overage per HFC \$410.05



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

Requesting Party: Beth Arnold Howell, Esq.
375 Southpointe Boulevard, 4th Floor
Canonsburg, PA 15317
724-916-2400

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

No. 07-1568-CD

vs.

ROBERT E. MACTAVISH,
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) ROBERT E. MACTAVISH;
~~(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 NORTHWEST SAVINGS BANK as Garnishee(s) per the following property
description: Said Writ of Execution is pursuant to all monies due defendant in any account,
individual and joint, personal and business.

and to notify the Garnishee(s) that

(a) an attachment has been issued;

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

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

COSTS:	Amount Due:	\$ 6,860.62
Prothonotary: \$	Interest From:	\$ 163.02
	Overage per HFC:	\$ 410.05
Sheriff: \$	TOTAL	\$ 6,613.59
	Plus costs as per endorsement hereon.	

Prothonotary SEAL

Agent/Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1568-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY

vs

ROBERT E. MACTAVISH

TO: NORTHWEST SAVINGS BANK, Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 07/07/2008 ASAP HEARING: PAGE: 104335

DEFENDANT: NORTHWEST SAVINGS BANK, Garnishee
ADDRESS: 1200 SOUTH SECOND ST.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED
03:30 AM
JUL 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, This and Day of July 2008 AT 9:15 AM SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON NORTHWEST SAVINGS BANK, Garnishee,
DEFENDANT

BY HANDING TO SUZELLEN Russell, TELLER

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

ADDRESS SERVED 1200 S 2nd ST CLED

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR NORTHWEST SAVINGS BANK, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO NORTHWEST SAVINGS BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Dee George F. DeHaen
Deputy Signature

Dee George F. DeHaen
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104335
NO: 07-1568-CD
SERVICES 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: ROBERT E. MACTAVISH

TO: NORTHWEST SAVINGS BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	2144	10.00
SHERIFF HAWKINS	CHROMULAK	2144	20.00

FILED
07.20.08
JUL 07 2008
(JM)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2008



Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Beneficial Consumer Discount Company,

Vs.

NO.: 2007-01568-CD

Robert E. MacTavish,

Northwest Saving Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff(s) from ROBERT E. MACTAVISH, , Defendant(s):

- (1) ~~You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:~~
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Northwest Savings Bank
as garnishee(s):
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **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.**

AMOUNT DUE/PRINCIPAL: \$6,860.62

INTEREST FROM: \$163.02

ATTY'S COMM: \$

DATE: 6/25/2008

PROTH. COSTS PAID: \$132.00

SHERIFF: \$

OTHER COSTS: Overage per HFC \$410.05

Received this writ this 25 day
of June A.D. 2008
At 3:00 A.M./P.M.

Chester A. Hawkins
Sheriff
by Marlyn Harris

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Beth Arnold Howell, Esq.
375 Southpointe Boulevard, 4th Floor
Canonsburg, PA 15317
724-916-2400

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Beneficial Consumer Discount Company,

Vs.

NO.: 2007-01568-CD

Robert E. MacTavish,

Northwest Saving Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff(s) from ROBERT E. MACTAVISH, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein;
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of: Northwest Savings Bank as garnishee(s); and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) 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.

AMOUNT DUE/PRINCIPAL: \$6,860.62

PROTH. COSTS PAID: \$132.00

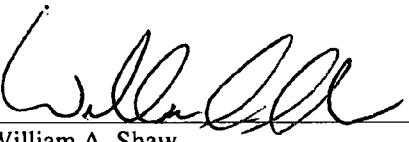
INTEREST FROM: \$163.02

SHERIFF: \$

ATTY'S COMM: \$

OTHER COSTS: Overage per HFC \$410.05

DATE: 6/25/2008



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 15 day
of June A.D. 2008
At 3:00 A.M./P.M.

Requesting Party: Beth Arnold Howell, Esq.
375 Southpointe Boulevard, 4th Floor
Canonsburg, PA 15317
724-916-2400

Chesler A. Yawkins
Sheriff
By: Maelyn Hark

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER ISCOUNT
COMPANY,

Plaintiff,

CIVIL DIVISION

No. 07-1568-CD

vs.

ROBERT E. MACTAVISH,
414 EAST LOCUST STREET #A
CLEARFIELD, PA 16830

Defendant,

and

NORTHWEST SAVINGS BANK
Garnishee.

TO: NORTHWEST SAVINGS BANK
1200 SOUTH 2ND STREET
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
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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 June 23, 2008

By: Beth Arnold Howell
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

**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 ISCOUNT
COMPANY,

Plaintiff,

CIVIL DIVISION

No. 07-1568-CD

vs.

ROBERT E. MACTAVISH,
414 EAST LOCUST STREET #A
CLEARFIELD, PA 16830

Defendant,

and

NORTHWEST SAVINGS BANK
Garnishee.

TO: NORTHWEST SAVINGS BANK
1200 SOUTH 2ND STREET
CLEARFIELD, PA 16830

FILED
M 18 56 PM
JUL 14 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

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: *N/A*

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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: Yes

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: Checking account #1556012241 - \$344.68
After deducting the \$300.00 statutory exemption and the
North West disclosed processing fee there is \$0 for garnishment

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: N/A

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

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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:

N/A

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:

N/A

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:

N/A

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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:

No

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 June 23, 2008

By: Beth Arnold Howell
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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**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Beneficial Consumer Discount Company,

Vs.

NO.: 2007-01568-CD

Robert E. MacTavish,

Northwest Saving Bank
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against BENEFICIAL CONSUMER DISCOUNT COMPANY, Plaintiff(s) from ROBERT E. MACTAVISH, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein;
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of: Northwest Savings Bank as garnishee(s); and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) 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.

AMOUNT DUE/PRINCIPAL: \$6,860.62

PROTH. COSTS PAID: \$132.00

INTEREST FROM: \$163.02

SHERIFF: \$

ATTY'S COMM: \$

OTHER COSTS: Overage per HFC \$410.05

DATE: 6/25/2008



William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 25 day
of June A.D. 2008
At 3:00 A.M (P.M.)

Requesting Party: Beth Arnold Howell, Esq.
375 Southpointe Boulevard, 4th Floor
Canonsburg, PA 15317
724-916-2400

Clint R. Hawkins

Sheriff by Marilyn Harr

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company

Plaintiff

vs.

Robert E MacTavish

Defendant

v.

NORTHWEST SAVINGS BANK,
Garnishee

Case No 2007-01568-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 10th day of July 2008, to unrepresented parties in the above captioned matter as follows:

Robert E MacTavish
414 E Locust St Apt A
Clearfield, Pa 16830

Beth Arnold Howell
375 Southpointe Blvd 4th Floor
Canonsburg, Pa 15317

By Lee Barney 7-10-08
Lee Barney
Northwest Savings Bank
100 Liberty St
PO Box 128
Warren PA 16365
(814) 728-7355



Where people make the difference.

100 LIBERTY STREET

- P. O. BOX 128

- WARREN, PENNSYLVANIA 16365

Beneficial Consumer Discount Company
Vs.

Robert E MacTavish
Commonwealth of Pennsylvania
County of Clearfield
Case No 2007-01568-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.

Lee Barney
7-10-08

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

Northwest Savings Bank
Attn: Lee Barney
100 Liberty St
PO Box 128
Warren PA 16365
PH: 814-728-7355

Thank you.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,
Plaintiff,

vs.

Robert E. Mactavish,

Defendant,

and

Northwest Savings Bank,

Garnishee.

CIVIL DIVISION

No. 07-1568-CD

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

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.**

FILED ^{No cc}
M 18 53 201
JUL 21 2008 60

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. 07-1568-CD

Robert E. Mactavish,

Defendant,
and

Northwest Savings Bank,
Garnishee.

PRAECIPE TO DISCONTINUE AGAINST GARNISHEE ONLY

TO PROTHONOTARY:

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

Respectfully submitted,

CHROMULAK & ASSOCIATES, L.L.C.

By: Beth Arnold Howell

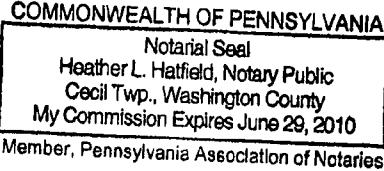
CATHY ANN CHROMULAK, ESQ.
BETH ARNOLD HOWELL, ESQ.

TERESA K. FUCHS, ESQ.
JENNIFER M. PALONIS, ESQ.

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

Sworn to and subscribed
Before me this 16th day
of July, 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 Praecipe to Discontinue Against Garnishee Only was served upon the following by First Class Mail, postage prepaid on this 17th day of July, 2008.

**Joseph Colavecchi, Esq.
221 East Market St., PO Box 131
Clearfield, PA 16830**

**Northwest Savings Bank
1200 South Second Street
Clearfield, PA 16830**

Beth Arnold Howell

**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
OCT 16 2013
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY)
Plaintiff) NO. 07-1568- CD
v.)
ROBERT E MACTAVISH)
Defendant(s))

**PRAECIPE FOR
SATISFACTION OF
JUDGMENT**

Filed on behalf of:
BENEFICIAL CONSUMER
DISCOUNT COMPANY

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT COMPANY)
Plaintiff) NO. 07-1568- CD
v.)
ROBERT E MACTAVISH)
Defendant(s))

PRAECIPE TO SATISFY JUDGMENT

TO: PROTHONOTARY

Please satisfy the Judgment at the above captioned action of record upon payment of your costs, only. Thank you.

Date: October 03, 2013

Respectfully submitted:
Paterno & Felix, A.P.C.

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

I, GREGG MORRIS, attorney for Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Robert E Mactavish
414 E Locust St Apt B 414 East Locust St
Clearfield PA 16830--241

Date: October 03, 2013

Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675