

08-463-CD
First Comm Bank vs M. Maines

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **INDIANA**

Mag. Dist. No.:	40-2-01
MDJ Name: Hon.	
Address:	GUY B. HABERL 829 WATER ST INDIANA, PA
Telephone:	(724) 463-8781
	15701-1705

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

**FIRST COMMONWEALTH BANK
FCP-LL
PO BOX 400
INDIANA, PA 15701**

NAME and ADDRESS

DEFENDANT:

**MAINES, MICHAEL S, ET AL.
24 MAINES LN
CLEARFIELD, PA 16830**

VS.

NAME and ADDRESS

MAINES, MICHAEL S, ET AL.

**24 MAINES LN
CLEARFIELD, PA 16830**

**FIRST COMMONWEALTH BANK
FCP-LL
PO BOX 400
INDIANA, PA 15701**

Docket No.: **CV-0000234-07**
Date Filed: **8/02/07**



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **9/06/07**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) FIRST COMMONWEALTH B, ANK	
<input checked="" type="checkbox"/> Judgment was entered against: (Name) MAINES, APRIL R in the amount of \$ 3,552.37	
<input type="checkbox"/> Defendants are jointly and severally liable.	Amount of Judgment \$ 3,450.87
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Judgment Costs \$ 101.50
<input type="checkbox"/> This case dismissed without prejudice.	Interest on Judgment \$.00
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Attorney Fees \$.00
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Total \$ 3,552.37
	Post Judgment Credits \$ _____
	Post Judgment Costs \$ _____
	Certified Judgment Total \$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

PHF pd. 20.00

m/10/07 PHF Notice to Defs.

(Signature) Statement
to PHF

09-06-07 Date

Guy Haberl

Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

02-20-08 Date

Guy Haberl

Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

First Commonwealth Bank

Vs.

No. 2008-00463-CD

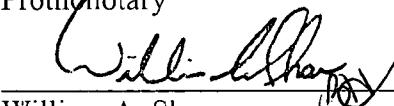
Michael S. Maines April R. Maines

To: Michael S. Maines

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$3,592.37 on March 17, 2008.

William A. Shaw

Prothonotary


William A. Shaw

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

First Commonwealth Bank

Vs.

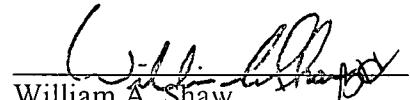
No. 2008-00463-CD

Michael S. Maines April R. Maines

To: April R. Maines

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$3,552.37 on March 17, 2008.

William A. Shaw
Prothonotary


William A. Shaw

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

OPY

First Commonwealth Bank
Plaintiff(s)

No.: 2008-00463-CD

Real Debt: \$3,592.37 against Michael S.
Maines; \$3,552.37 against April R. Maines

Atty's Comm: \$

Vs.

Costs: \$

Michael S. Maines
April R. Maines
Defendant(s)

Entry: \$20.00

Instrument: DJ Judgment

Date of Entry: March 17, 2008

Expires: March 17, 2013

Certified from the record this 17th day of March, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

FIRST COMMONWEALTH BANK
PO BOX 400
INDIANA PA 15701

vs.

MICHAEL S MAINES
APRIL R MAINES
24 MAINES LN
CLEARFIELD, PA 16830

File No. 2008-00463-CD

FILED
M 19 17 2010
APR 12 2010
7.00
Piff
pd.

William A. Shaw
Prothonotary/Clerk of Courts
Cert. of Sat.
to Piff
No cc
(6)

PRAECIPE AND POWER OF ATTORNEY FOR SATISFACTION AND/OR TERMINATION

TO THE PROTHONOTARY/CLERK OF THE SAID COURT:

You are hereby authorized, empowered, and directed to enter, as indicated the following on the records thereof:

A. 1. The within suit is Settled, Discontinued, Ended and costs paid.
2. The within suit is Settled, Discontinued, Ended WITH Prejudice and costs paid.
3. The within suit is Settled, Discontinued, Ended WITHOUT Prejudice and costs paid.

* * * * *

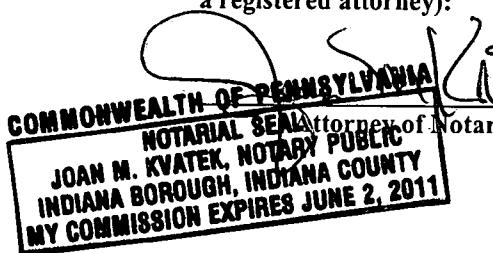
B. 1. Satisfaction of the Award in the within suit is acknowledged.
2. Satisfaction of Judgment, with interest and costs, in the within matter is acknowledged.

* * * * *

C. Other:

DATE: April 17, 2010

WITNESS (if signer is other than
a registered attorney):





Signature of authorizing party

SUSAN D. STITELER, VICE PRESIDENT
Type of print name of above signer

COST PAYMENT VERIFICATION

I UNDERSTAND THAT THE ABOVE ACTION CANNOT BE FILED AND DOCKETED UNTIL ALL COSTS HAVE BEEN PAID, INCLUDING SHERIFF'S COSTS: AND HEREBY VERIFY THAT ALL COSTS HAVE BEEN PAID. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa.C.S. SEC. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.



Signature

Susan D. Stiteler, Vice President

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2008-00463-CD

First Commonwealth Bank

Debt: \$3,552.37

Vs.

Atty's Comm.:

Michael S. Maines

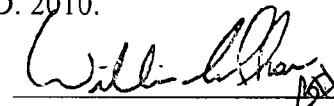
April R. Maines

Interest From:

Cost: \$7.00

NOW, Monday, April 12, 2010, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 12th day of April, A.D. 2010.



Prothonotary

FILED ICC Atty
m3:40cm Parkinson
MAR 17 2008 pd \$95.00 Atty,
JW

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

IN RE:

JOINT PETITION OF 321 HENDERSON
RECEIVABLES ORIGINATION, LLC and
FAITH HURD

CIVIL DIVISION

No.: 08-482-CD

**JOINT PETITION FOR
TRANSFER OF STRUCTURED
SETTLEMENT PURSUANT TO
STRUCTURED SETTLEMENT
PROTECTION ACT, 40 P.S. 4000
ET. SEQ.**

Petitioners.

Filed on Behalf of:
321 Henderson Receivables
Origination, LLC and Faith Hurd

Counsel of Record for: Petitioner
321 Henderson Receivables
Origination, LLC:

E. VERNON PARKINSON, ESQUIRE
PA I.D. Number: 77729

WELCH, GOLD & SIEGEL, P.C.
Suite 1240 Lawyers Building
428 Forbes Avenue
Pittsburgh, PA 15219
(412) 391-1014

Original
upstairs
←

ORIGINAL

FILED ICC Atty
M3:40cm Parkinson
MAR 17 2008 pd \$95.00 Atty,
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

IN RE:

JOINT PETITION OF 321 HENDERSON
RECEIVABLES ORIGINATION, LLC and
FAITH HURD

CIVIL DIVISION

No.: 08-482-CD

JOINT PETITION FOR
TRANSFER OF STRUCTURED
SETTLEMENT PURSUANT TO
STRUCTURED SETTLEMENT
PROTECTION ACT, 40 P.S. 4000
ET. SEQ.

Petitioners.

Filed on Behalf of:
321 Henderson Receivables
Origination, LLC and Faith Hurd

Counsel of Record for: Petitioner
321 Henderson Receivables
Origination, LLC:

E. VERNON PARKINSON, ESQUIRE
PA I.D. Number: 77729

WELCH, GOLD & SIEGEL, P.C.
Suite 1240 Lawyers Building
428 Forbes Avenue
Pittsburgh, PA 15219
(412) 391-1014

ORIGINAL

WELCH GOLD & SIEGEL, P.C.

By: E. Vernon Parkinson, Esquire
Attorney I.D. No.: 77729
428 Forbes Avenue, Suite 1240
Lawyers Building
Pittsburgh, PA 15219
(412) 391-1014

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

**RE: Joint Petition of 321 Henderson : NO:
Receivables Origination, LLC and :
Faith Hurd :
:**

**JOINT PETITION FOR TRANSFER OF STRUCTURED SETTLEMENT
PURSUANT TO STRUCTURED SETTLEMENT PROTECTION ACT, 40 P.S.
4000, ET SEQ.**

TO THE HONORABLE JUDGES OF SAID COURT:

And now comes your petitioner, 321 Henderson Receivables Origination L.L.C., by and through its attorneys, E. Vernon Parkinson, Esquire and Welch Gold & Siegel, P.C. and joint petitioner, Faith Hurd, and in accordance with the applicable rules of Pennsylvania Civil Procedure, hereby represents as follows:

1. Petitioner is 321 Henderson Receivables Origination L.L.C.. (“Buyer” or “Transferee”), with an office address located at 40 Morris Avenue, Bryn Mawr, Pennsylvania, 19010.
2. Joint Petitioner is, Faith Hurd (“Payee”), an adult individual who resides at 2601 Grahamton Rd., Morrisdale, PA 16858.
3. This Joint Petition has been verified by the Transferee, 321 Henderson Receivables Origination, LLC. and the Petition includes all necessary information as prescribed by PA R.C.P. 229.2(d) et al and Section 3 of the Act, 40 P.S. §4001 et seq.
4. Pursuant to PA. R.C.P. No. 229.2(d)(3) there are four (4) attachments

incorporated herein as follows:

- a. PA R.C.P. 229.2(d)(3)(i) Payee's Affidavit in Support of Petition. Please see Attachment/Exhibit "1"; and
- b. PA. R.C.P. 229.2(d)(3)(ii) An Initial Order of Court Scheduling Hearing;
- c. PA. R.C.P. 229.2(d)(3)(iii) A certification by E. Vernon Parkinson Esquire, attorney for transferee, 321 Henderson Receivables Originations, LLC.; and
- d. PA. R.C.P. 229.2(d)(3)(iv) A Final Order of Court Granting the Petition.

5. Joint Petitioner, Faith Hurd, is the beneficiary of an annuity owned by Ge Capital Assignment Corporation and issued by Genworth Life Insurance Company. The structured settlement provides payment to the petitioner as described on Attachment/Exhibit "2".

6. Joint Petitioner, Faith Hurd, was represented by independent counsel in this transaction. Joint Petitioner, Faith Hurd and her attorney have reviewed and discussed the terms of this transaction together and fully understanding the terms therein, freely and voluntarily executed the Purchase Agreement, Exhibit "A" to the Purchase Agreement and the Disclosure Statement. A letter of representation from the attorney for Faith Hurd is attached hereto, incorporated herein and marked Attachment/Exhibit "3".

7. Joint Petitioner, Faith Hurd, proposes to enter into a purchase agreement with 321 Henderson Receivables Origination L.L.C., its nominees, successors, or assigns, whose address is 40 Morris Avenue, Bryn Mawr, Pennsylvania, 19010, who will purchase the following from Petitioner's structured settlement as follows:

A) 1 payment of \$15,000.00 on February 4, 2009

8. The structured settlement is currently owned by Ge Capital Assignment Corporation and issued by Genworth Life Insurance Company, and the net amount in

return payable to Faith Hurd is \$11,967.93 from Buyer. A copy of the Purchase Agreement, Exhibit "A" to the Purchase Agreement and Disclosure Statement is attached hereto, made apart hereof, and designated Attachment/Exhibit "4".

9. The net amount payable to the payee after deduction of all commissions, fees, costs, expenses, and charges is \$11,967.93.

10. Based on the net amount that the payee will receive from this transaction \$11,967.93 and the amounts and timing of the structured settlement payments that would be assigned, the payee is, in effect, paying interest at a rate of 31.62% per year.

11. The Buyer furnished Faith Hurd with a Disclosure Statement pursuant to 40 P.S. 4003 (See Attachment/Exhibit "4") at least ten (10) days prior to the date on which Faith Hurd first incurred any obligation to the Buyer.

12. PA R.C.P. 229.2(b) requires the petition to be filed in the county in which the payee is domiciled (See also Section 4 of the Act 40 P.S. §4004). PA.R.C.P. 229.2(c) also requires both the Transferee and Payee to be parties to the Joint Petition. Both requirements have been fulfilled herein.

13. Written notice of the Transferee's Names, address and taxpayer identification number has been given to the Annuity Issuer and Structured Settlement Obligor. A copy of the Notice to the structured settlement obligor is attached hereto as Attachment/Exhibit "5". Joint Petitioners wills also serve written notice as required by 40 P.S. 4004 upon all interested parties.

14. The Joint Petitioner's best interest would be served by granting the relief requested herein for the following reasons: Petitioner needs the proceeds from this transaction to pay for anticipated legal expenses and to assist her in her continuation of schooling. Petitioner, after much thought, truly believes that this transaction is in her best

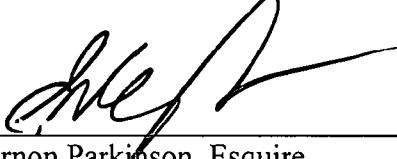
interest. The receipt of said monies will enable her to obtain a degree and thereby provide her with better employment opportunities and ultimately enhance her station in life.

WHEREFORE, Joint Petitioner's respectfully requests this Honorable Court to enter the Initial Order attached to this petition which shall schedule a hearing so that Transferee and Payee shall have the opportunity to discuss the purpose and reasons for the transfer and after hearing thereon, respectfully request that this Honorable Court enter a Final Order approving the Transfer of Structured Settlement Payments Rights as is mentioned herein.

Welch Gold & Siegel, P.C.

Respectfully Submitted:

By: _____


E. Vernon Parkinson, Esquire
Attorney for Transferee

ATTACHMENT/EXHIBIT “1”

**Payee's Affidavit in Support of
Petition to Transfer Structured Settlement Rights**

I, Faith Hurd, the payee, verify that the statements below are true and correct:

Payee's name, address and age: Faith Hurd, 2601 Grahamton Road,

~~Morrisdale~~
~~MONROE~~ PA 16858, 29.

1. Marital Status:

Never Married; Married; Separated; Divorced

If married or separated, name of spouse: _____

3. Minor Children and other dependents:

Names, ages, and places of residence:

4. Income:

Payee's monthly income and sources: I am currently unemployed.

If presently married, spouse's monthly income and sources: _____

N/A separated for 2 yrs

5. Child support, alimony or alimony pendente lite:

Obligation to pay: Yes No

If yes, state the amount of the obligation, to whom payable, and whether there are

arrearages: _____

6. Previous transfers:

Have you previously filed a petition to transfer payment rights under the structured settlement that is the subject of this petition? Yes X No

If yes, for each petition that you filed,

(a) If the transfer was submitted for court approval, list the court, the case caption and case number, and state whether the court approved or disapproved the transfer: _____

(b) If the transfer was approved,

(i) State the name of the transferee and identify (listing due dates and payment amount(s)) the payments involved in the transfer: _____

(ii) State the amount of money and the manner in which the money was used: _____

(c) Have you ever transferred payments without court approval? If so, please explain: *no I haven't*

7. Reasons for transfer:

Describe in detail your reasons for the proposed transfer, including an explanation as to why a sale of a lesser amount of the structured settlement amount will better serve your interests: I intend to use the proceeds from this transfer to get back on my feet, I just moved back home and this continues on with my schooling. The transfer will also be used for legal fees to file for my Divorce.

8. Payment of debts:

If you seek the transfer in order to pay debts, list each debt, including the name of the creditor and the amount presently owed:

Debt	Creditor	Amount Owed
------	----------	-------------

Verification

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

DATED: 2-25-08



Signature

(g) the initial order of court shall be substantially in the following form:

ATTACHMENT/EXHIBIT “2”

anno. 1996, this act has been placed in the possession of Faith Hurd for the sole purpose of perfecting a lien and security interest that the above named has in this contract. The above named is not the owner of, and has no ownership rights in, this contract and may not anticipate, sell, assign, pledge, encumber, or otherwise use this contract as any form of collateral. Please contact the issuer for further information."

Structured Settlement Annuity Contract



GE Capital Assurance

601 Union Street • Suite 900
P.O. Box 490
Seattle, WA 98111-0490
800/255-7836

General Electric Capital Assurance Company ("GE Capital Assurance Company"), a stock life insurance company, provides this Annuity to the Owner.

This Annuity is issued in consideration of the application and payment of the Premium.

This Annuity does not provide any cash surrender benefit or any death benefit. In addition, there is no assurance that the Owner will recover his or her Premium.

Right to Examine:

Within 20 days after this Annuity is first received, it may be cancelled by delivering or mailing it to the agent through whom it was purchased or to the GE Capital Assurance Company Home Office. Upon cancellation, the Premium will be refunded from the Home Office and the Annuity will be void from the beginning.

This Annuity is a legal contract between the Owner and GE Capital Assurance Company. After the 20-day Right to Examine, the terms of this Annuity (e.g. Annuitant, payment schedule, amount), may not be revoked or changed.

The Owner should retain the original of this Annuity.

READ THIS ANNUITY CAREFULLY.

Signed at the Home Office on the
Effective Date:

A handwritten signature of Jeffrey S. Staff.

President

A handwritten signature of Carol W. Attey.

Secretary

**Individual Single Premium Structured
Settlement Annuity Contract**

**Annuity Payments Specified in Schedule
Non-Participating**

SCHEDULE

Owner:	GE Capital Assignment Corp.	Date Premium Received: <u>June 25, 1997</u>
Owner Address:	601 Union Street, Suite 5600 Seattle, WA 98101	Single Premium: Valuable Consideration
Payee(s):	Faith Marie Hurd P.O. Box 165 Maple Street Lanse, PA 16849	Issue Date: <u>September 29, 1997</u>
Contingent Owner:	N/A	Contract #: K2654911
Beneficiary:	Patricia Hurd and Travis Richard Hurd equally or the survivor	
<p>The Owner, any Contingent Owner, and the initial Payee(s) and any Beneficiary(s) designated in the Schedule are subject to change as provided in this Contract.</p> <p>Annuitant(s): Faith Marie Hurd Age and Sex of Annuitant(s): 18 F</p>		

The Annuity payments to be made under this Contract and their respective payment dates are as follows:

To **Patricia Hurd and Faith Marie Hurd**, \$7,500.00 annually September 1, 1997 until September 1, 2000, inclusive.

To **Patricia Hurd and Faith Marie Hurd**, \$7,500.00 annually January 1, 1998 until January 1, 2001, inclusive

To **Patricia Hurd and Faith Marie Hurd**, \$1,000.00 on the first day of each month from September 1, 1997 until February 1, 2001, inclusive.

To the Payee(s), \$1,000.00 on the first day of each month from March 1, 2001 until August 1, 2001, inclusive.

~~To the Payee(s), \$750.00 on the first day of each month from September 1, 2001 until August 1, 2007, inclusive.~~

To the Payee(s), \$10,000.00 on February 4, 2001,
\$10,000.00 on February 4, 2004,
\$15,000.00 on February 4, 2009.

This Contract will terminate on the date of the last payment set forth above.

ATTACHMENT/EXHIBIT “3”

Barbara J. Hugney-Shope
ATTORNEY AT LAW

28478 Frenchville-Karthaus Hwy.
P.O. Box 232
Frenchville, PA 16836

814-263-7357

March 3, 2008

321 Henderson Receivables Origination LLC
40 Morris Ave., 3rd Floor
Bryn Mawr, PA 19010

ATTENTION: Jay

RE: Faith Hurd

Gentlemen:

Please be advised that Faith Hurd has retained me to represent and advise her of her rights and obligations in the sale of her annuity held by Genworth Life Insurance Company, Policy No. K2654911. ✓

First, please note that the correct name of the town in Ms. Hurd's address is MORRISDALE, not Morrisville, as you have indicated on your documents.

This letter is confirm that I have reviewed the documents you provided with my client, Faith Hurd, and explained any concerns that she had. It is my belief that she fully understands her obligations and the rights that she is giving up and has indicated that she desires to go forward with the sale.

At this time, I am enclosing items that were requested by your office in order to complete my client's application:

1. Copy of Police Complaint - setting forth charges filed against spouse for simple assault and harassment - Condition of bail required no contact by Mr. Parks with his wife, Faith Hurd. Parties have been separated since 2006.

321 Henderson Receivables Origination, LLC

RE: Faith Hurd

March 3, 2008

Page 2

2. Certified copy of Divorce Complaint filed March 3, 2008, under Section 3301(d), alleging two (2) year separation.

3. Executed Affidavit.

4. Voided check along with copy of bank statement where sale proceeds are to be deposited.

5. Copy of my invoice and signed instruction letter for payment.

If you require anything further from this office, please let me know as soon as possible and I will attempt to supply it to you promptly.

Very truly yours,


Barbara J. Hugney-Shope

BJHS: mom

Enclosures

cc: Faith Hurd

ATTACHMENT/EXHIBIT "4"

PURCHASE AGREEMENT

This is a Purchase Agreement. The date of this Agreement is , 200 . Faith Hurd is the Seller. 321 Henderson Receivables Origination LLC, a Nevada Limited Liability Company, its successors and/or assigns is the Buyer. In this Agreement, Faith Hurd is referred to as "You" or "Your" and 321 Henderson Receivables Origination LLC or its nominee, is referred to as "We", "Us" or "Our".

BACKGROUND OF THIS AGREEMENT

1. You or someone on your behalf signed a Settlement Agreement (the "Release" or the "Settlement Agreement"), in connection with the resolution of a personal injury claim.
2. The insurer funded the Payments by buying an annuity contract (the "Annuity") issued by Genworth Life Insurance Company (the "Annuity Company").
3. A list of the Payments being sold under this Agreement is attached to this Agreement as Exhibit "A".
4. You desire to sell and assign to Us all of Your rights to receive all or a portion of the Payments under the Release, as described on Exhibit "A", all of the other rights You have under the Release and the other rights as described in Section 1(a) below. We desire to purchase all of Your rights and benefits, on the terms and under the conditions described in this Agreement.

You and We agree as follows:

1. Purchase and Sale.

- a. You now sell, transfer and assign to Us all of Your rights in the "Assigned Assets" as listed in Exhibit "A". By Our signing this Agreement, We are hereby purchasing and accepting the sale and assignment of all of the Assigned Assets described above.
- b. The Gross Purchase Price is Thirteen Thousand Four Hundred Sixty-Seven Dollars and 93/100 Cents (\$13,467.93). The Net Purchase Price payable to You is \$11,467.93 (the "Purchase Price"). The Net Purchase Price will be paid to You when both You and We sign this Agreement and We have completed Our internal process.

2. Acknowledgment.

- a. You will agree after Your signing of this Agreement to deliver to Us, addressed as We may require, other notices, instructions or documents, and copies of them, as We think are necessary or proper to carry out this Agreement.
- b. When You and We sign this Agreement, You will also deliver to Us: (1) a letter addressed to the Annuity Company directing that all payments of the Assigned Assets after Your death shall be sent directly to Us, and (2) a Change of Beneficiary Form changing the beneficiary of the Assigned Assets, after Your death, to "321 Henderson Receivables Origination LLC", as sole beneficiary [(1) and (2) above are referred to as the Change of Beneficiary Form]. The Change of Beneficiary Form will state that the instructions may never be revoked and that no change may be made in the instructions or

in the payments (including as to the payee or the manner or place of making such payments) without Our prior written consent. You will also, when this Agreement is signed by You and Us, deliver to Us, addressed as We may require, such other notices, instructions or documents, and copies of them, as We think are necessary or proper to carry out this Agreement.

- c. Before You and We sign this Agreement, You will deliver to Us an acknowledgment of Patricia Hurd and Richard Hurd, as primary beneficiary of the Assigned Assets, of the terms of this Agreement. Patricia Hurd and Richard Hurd will agree that they are not entitled to any rights to any of the Assigned Assets.
- d. You agree to sign all other documents which We may request forever naming Us as the only beneficiary of the Assigned Assets, including but not limited to an agreement to provide in Your Last Will and Testament that all of Your rights to the Assigned Assets were sold to Us (a "Testamentary Agreement").
- e. You acknowledge that We advised You to obtain independent professional tax advice to determine whether this transaction will result in any adverse federal and/or state tax consequences.
- f. You acknowledge that We advised You must obtain independent legal representation prior to executing this Agreement and that We have advised you that We may not refer You to any specific attorney for such purpose.

3. **Your Representations and Warranties.** You now represent and warrant to Us that:

- a. You own (and are selling and assigning to Us under this Agreement) all of the Assigned Assets, free and clear of all claims, liens, charges, security interests, encumbrances, and agreements of any nature (other than this Agreement), and when You and We sign this Agreement, no one other than Us shall have any present or future right to the Assigned Assets.
- b. This Agreement and all of the other documents signed in connection with this Agreement have been properly signed by You, and they represent Your legal, valid and binding obligation, enforceable against You in accordance with their terms.
- c. The signing and performance of this Agreement by You and the transactions described in this Agreement:
 - i. do not conflict with any other obligations of Yours;
 - ii. will not cause a violation under (or create any right of termination, cancellation or acceleration or similar right under) any contract or agreement by which You or Your assets, including the Release, are bound or may be affected;
 - iii. will not create, or give any party (other than Us) the right to create, any lien, charge, security interest or encumbrance in, to or on any of the Assigned Assets; and
 - iv. will not create a present or future right in any other party to make any claim against You or Your assets, or any of the Assigned Assets.

- d. You understand the terms and provisions of this Agreement and You have been represented by tax and accounting advisors and a lawyer in the signing of this Agreement.
- e. Neither You nor anyone else have to do anything else for (1) the proper signing and performance by You of this Agreement and any transactions intended to be done in this Agreement, or (2) the carrying out by Us of any of Our rights and remedies under this Agreement. No other person has made a claim in any rights in or to the Assigned Assets.
- f. You have valid reasons for selling Your interest in the Assigned Assets rather than obtaining a loan with the Assigned Assets as collateral, and You agree that the transaction set forth in this Agreement is not a loan or other financing transaction.
- g. This Agreement is a valid sale, transfer and assignment to Us of the Assigned Assets.
- h. Your residence and legal address is as described in Paragraph 11 of this Agreement. During the last _____ years, You have lived at such address.
- i. No representation or warranty of Yours in this Agreement or in any of the documents delivered in connection with this Agreement or in any agreement required by this Agreement, is inaccurate or contains any untrue or misleading statement.
- j. The signing by You of this Agreement will not violate any other promise or agreement you have made with anyone else. You understand that any and all restrictions on the assignability of the Scheduled Payments were included in the Release and/or Annuity at Your request, for Your benefit and not for the benefit of any other person. These restrictions, if any, were included by You as a precautionary measure to make sure You were allowed favorable tax treatment under the Internal Revenue Code. You understand that by entering into this Agreement, you may be giving up this favorable tax treatment. You understand that any income earned by You on any investment or use of the Purchase Price may be taxable to You. You may have to pay more in taxes as a result of this Agreement. For Our benefit and the benefit of Our assigns or successors, You agree to WAIVE AND RELEASE all of Your rights in, to, or under, such restrictions on assignability, if any.
- k. You have not before the date of this Agreement, sold or assigned Your right to the Assigned Assets or any part of the Assigned Assets. You do not owe any money to Your present or former spouse for support maintenance or similar obligations, nor do You owe any money to any of Your children or guardians of Your children. The Assigned Assets are not subject to any community property or similar marital rights of any person.

- l. Your right to the Assigned Assets is not affected by any mortgage, pledge, lien, charge, security interest, encumbrance, restriction or adverse claim of any nature. You understand that any violation of any of Your representations in this agreement will result in an act of fraud by You which could result in You being held responsible for damages in favor of Us, with money to be paid by You to Us.
- m. You are not in violation of any obligations concerning child-care, alimony or support.
- n. You now give up forever all Your rights in any agreement that says that You cannot assign or sell Your rights in the Assigned Assets to Us. You have not requested and You do not expect to receive from Us, a Form 1099 or any other documentation which could make the transaction described by this Agreement taxable to You in any way. You further understand that We have not given to You any advice about any of Your taxes in this transaction. You have relied on Your own professional advisors concerning taxes.
- o. As of the date of this Agreement, You are of legal age in the state noted as Your address in Section 11 of this Agreement, mentally sane, and of a sound mind. You have never been convicted of a felony or any other crime involving dishonesty.
- p. You are very familiar with Your financial affairs and condition. With that full understanding, You certify that (1) on the date We pay You the Purchase Price and You sell to Us the Assigned Assets, the fair value of Your assets are and will be greater than all of Your debts; (2) You presently intend to pay all of Your creditors whom such payments are due; and (3) You have not intentionally hidden the fact from any creditor of Yours that You have entered into this Agreement and the other documents referred to in this Agreement.
- q. You do not intend to file for bankruptcy and there are no lawsuits or other efforts by any of Your creditors to put You into bankruptcy or to take the Assigned Assets.
- r. The Purchase Price is not Your only or most important source of income and You do not have any mental or physical problems that would prevent You from having a paying job.
- s. You promise to us that no broker, finder, or other person other than those persons named in the broker statement signed by you in connection with this Agreement was involved in or important in arranging the purchase transaction in this Agreement. No other person has a right to any fee, payment, commission, or other compensation because of this Agreement.
- t. You agree that We have not forced You to give to Us copies of any confidential documents. You agree that We told You that We only needed to see those documents which described the Assigned Assets so we could buy from You the Assigned Assets. You agree that We do not intend to tell any other party about what is included in those documents. You understand that if We do so, it will only be for the sole purpose of buying the Assigned Assets.

U. You understand that it usually takes six to eight weeks to complete this process, but that it could take longer. You understand that you have to obtain court approval of this transfer. **YOU UNDERSTAND THAT, DUE TO OCCASIONAL DELAYS, WE WILL HOLD BACK THE AMOUNT EQUAL TO THE NEXT TWO MONTHLY PAYMENTS DUE TO YOU FROM THE ANNUITY COMPANY TO INSURE THAT WE RECEIVE ALL OF THE PAYMENTS THAT WE PURCHASE. YOU UNDERSTAND THAT WE MAY EITHER PAY OR HOLD BACK FUNDS TO SATISFY ANY JUDGMENTS, TAX LIENS OR CHILD SUPPORT AGAINST YOU OR THE ASSIGNED ASSETS AND DEDUCT THOSE AMOUNTS FROM THE PURCHASE PRICE. YOU UNDERSTAND THAT WE WILL DEDUCT FROM THE PURCHASE PRICE ANY AMOUNTS OF PAYMENTS RECEIVED BY YOU PRIOR TO FUNDING, IF SUCH AMOUNTS ARE NOT COVERED BY THE HOLD BACK FUNDS.**

4. You promise Us that:

- a. You will not, and will not allow any other party (except Us or Our assignee, if applicable) to take funds away from the Assigned Assets. You will not do anything else to affect the Assigned Assets. You will not say You still own the Assigned Assets. You will not do anything or allow anyone else to do anything that could in any way interfere with or lessen Our rights in the Assigned Assets.
- b. You will not do anything that will, or could in the future, violate the Release, or any of the agreements required to be executed by this Agreement. You also agree to cooperate with Us to help Us to obtain all of the rights that We are buying from You in this Agreement and in the Release.
- c. You will give to Us at least thirty (30) days written notice of Your intention to move Your residence or change Your legal address from the address in Paragraph 11 of this Agreement.
- d. You will not make any change in Your instructions to the Annuity Company regarding payments to be made to You.

- e. You understand that the Annuity and the Release may say that You agree not to sell Your rights to the Assigned Assets.
- f. You agree to continue to cooperate with Us. This includes Your obligation to immediately deliver to Us any checks, funds or other form of Payment received after the date of this Agreement by You or anyone other than Us. If any Payment is ever denied, delayed, or withheld from Us, as determined by Us in our reasonable discretion, directly or indirectly on account of any act or omission by You or any person acting for You, then You shall be in default under this Agreement (and an Event of Default under §8 shall be deemed to have occurred). Immediately upon such default, and without any further notice to You, You will pay to Us the following amounts:
 - (i) the full, dollar value of all remaining Assigned Assets as they become due after the date of the default;

All of the remedies specified under this section shall be cumulative with all of the remedies for default pursuant to §8.

- g. If You learn before or after the signing of this Agreement of the threat or actual beginning of any lawsuit or proceeding that has anything to do with Our rights under this Agreement or the Assigned Assets, then You will immediately notify Us of that and You will give Us copies of all notices and other writings relating to it promptly after You receive them.
- h. If You receive any notice relating to any supposedly unpaid claim affecting the Annuity or the Assigned Assets or to any other claim against the Annuity or the Assigned Assets, then You will promptly notify Us and will promptly give Us copies of all notices and other writings relating to it received by You promptly after You receive them.

5. **RIGHT TO CANCELLATION.** YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN TWENTY-ONE DAYS FROM THE DATE YOU RECEIVE PAYMENT FROM 321 HENDERSON. In order for the cancellation to be effective, You must mail a notice of cancellation by registered or certified U.S. mail, postmarked within twenty-one (21) days of receipt of the Purchase Price to Us, c/o Manager of Operations at 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754. Furthermore, in order for Your notice of cancellation to be effective, Your registered or certified U.S. mail package to us must include a bank or certified check for the full Purchase Price that We paid You under this Purchase Agreement. Any failure to comply with the above procedure shall be a waiver of Your right to cancel this transaction.

6. **Your Further Promises.** You agree that, from time to time, at Your expense, You will promptly sign and give to Us any and all documents to help Us realize our rights and benefits under this Agreement. This promise includes signing, filing or allowing Us to file financing or continuation statements, or amendments or assignments of those documents. You permit Us or others acting for Us to sign our name and/or your name and file without Your signature such financing statements, if that is permitted in Your state of residence. When You sign this Agreement, You will also sign and deliver to Us a "Special Irrevocable Power of Attorney" You must retain the services of an attorney and deliver an opinion of Your attorney about the sale of Assigned Assets to Us, in a form acceptable to Us.

7. **Continuation of Representations, Warranties and Covenants.** All of Your representations, warranties and promises made in this Agreement will continue to be relied on by Us after this Agreement is signed.

8. **Event of Default.** Your failure to comply with any term of this Agreement or Your breach of any of Your representations in this Agreement will mean that You will be in default. We refer to this as an "Event of Default." If there is an Event of Default, We have the right to sue You in court to make You perform Your promises or to get money from You. Your failure to comply with any material terms of this Agreement will be a default.

In Paragraph 4 (c) You agree to give US at least thirty (30) days written notice after Your move to a new residence or change of Your legal address from the address in Paragraph 11 of this Agreement. If we are purchasing from You certain lump sum payments, We will contact you at least 3 months before the scheduled payment is due to determine if the address change We have effected with the annuity company is in place and to determine if Your legal address has remained the same. If We cannot contact you because You have changed Your legal address or moved Your residence and failed to notify Us, We will consider such failure to notify Us to be an **EVENT OF DEFAULT** and We will exercise all of our legal rights under this Agreement. **OUR RIGHT TO PROCEED AGAINST YOU UNDER THIS AGREEMENT SHALL BE SOLELY LIMITED TO WHEN YOU HAVE COMMITTED AN EVENT OF DEFAULT. WE SHALL NOT HAVE THE RIGHT TO SUE YOU IF OR BECAUSE THE ANNUITY COMPANY IS NOT ABLE TO MAKE PAYMENTS BECAUSE IT IS NOT FINANCIALLY ABLE TO DO SO.**

9. **Controlling Law.** This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of your domicile without regard for the conflicts of law rules thereof or elsewhere. (For Court Orders or Notice Transfers obtained in the following jurisdictions: AK, AR, AL, AZ, CA, CO, CT, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NJ, NM, NV, OH OK, OR, RI, SC, SD, TN, TX, UT, VA, WA, WV and WY the laws of those jurisdictions shall be applied in the event of a dispute regarding the transfer.) Your domicile is the proper place of venue to bring any action arising out of a breach of this Agreement.

10. **Responsibility for this Agreement.** This Agreement will hold responsible Your heirs, executors, successors and assigns and will benefit Our representatives, successors, beneficiaries and permitted assigns. Nothing in this Agreement is intended to give anyone other than You or Us or each of Our successors or assigns any benefits.

11. **Notices.** All notices and other communications under this Agreement will be in writing and will be made by delivery by means by which the sender obtains a receipt of delivery from the carrier (including without limitation, certified mail return receipt requested or overnight courier services), addressed to the party to whom a request or demand is to be made. Such demand or notice or request shall be deemed given on the date which is one business day after the date sent by overnight mail or three days after the date sent by certified mail.

The addresses of the parties are as follows:

If to You:

Faith Hurd
2601 Grahamton Rd.
Morrisville, PA 16858

If to Us:

321 Henderson Receivables Origination LLC
3993 Howard Hughes Parkway
Suite 250
Las Vegas, NV 89169-6754
Attention: Manager – Operations

12. **Past Actions.** Anything either You or We did or said before this Agreement was signed will not affect Your or Our rights under this Agreement in any way.

13. **Expenses.** Except as otherwise affirmatively set forth in this Agreement, You and We agree that we will each pay our respective costs and expenses in connection with the carrying out of this Agreement.

14. **Headings.** The section and subsection headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

15. **Counterparts.** One or more originals of this Agreement may be signed with Your or Our signature. When put together they will make one agreement and the Agreement will be considered signed by all parties that need to sign. A facsimile signature will be considered an original.

16. **Assignment.** We and anyone to whom We assign this Agreement may assign Our right, title and interest in and to this Agreement, the Annuity and the Assigned Assets without Your approval. You and We agree that if there is an assignment by Us to someone else, We shall not be responsible to You. You must look only to the person or company that We assign this Agreement to for any payment (for example, of the Purchase Price) and performance of this Agreement. When asked by Us or any assignee, You will sign and deliver any such documents as We may require to perform this transaction, as assigned.

17. **Your spouse.** You and Your spouse are fully aware of Your rights in the Assigned Assets. You and Your spouse fully give up those rights. You and Your spouse understand that by selling the Assigned Assets to Us, You and Your spouse are not receiving the same amount of money as You would if You waited for all of the scheduled Payments of the Assigned Assets but, rather, are receiving a discounted value in return for receipt of the Purchase Price immediately. You and Your spouse have valid reasons for selling the Assigned Assets. You and Your spouse fully understand the terms of the Purchase Agreement and understand that the sale of the Assigned Assets is final. You also understand that Your spouse gives up any property right he or she may have in the Assigned Assets that Your spouse could claim because of Your marriage.

18. **Entire Agreement.** This Agreement and the Exhibits and other documents You signed make up the entire understanding and agreement between You and Us about this Agreement. This Agreement replaces all prior agreements, whether written or oral, about this Agreement. This Agreement may not be changed unless in a writing signed by You and Us.

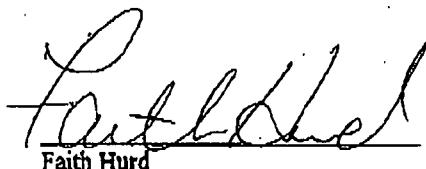
19. **Limitation of Liability of Buyer.** You understand that Our liability to You under this Agreement is strictly limited to the requirement to pay the Purchase Price and under no circumstances will We be responsible for consequential damages.

20. **Court Approval.** You understand that court approval is required for this transfer. You agree that you will obtain such court approval.

Exhibit A

We are hereby purchasing from You under the Annuity:

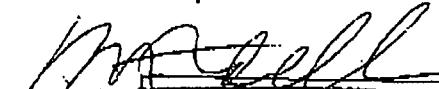
A) 1 payment of \$15,000.00 on February 4, 2009


Faith Hurd



STATE OF Pennsylvania
COUNTY OF Clearfield:

On this 12 day of Feb, 2008, before me, the above signed personally appeared before me, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed it.


Michael A. Rudella
Notary
MICHAEL A. RUDELLA
District Judge 46-3-03
State of PA; Clearfield County
Term Expires Jan. 3, 2012

SCHEDULE 1
DISCLOSURE STATEMENT

PLEASE BE ADVISED THAT THE PROPOSED TRANSACTION IS A SALE, NOT A LOAN, AND THAT YOU WILL BE SELLING ALL RIGHTS AND TITLE TO THE ASSIGNED ASSETS ONCE THIS TRANSACTION IS CONSUMMATED. PLEASE BE ADVISED THAT YOU MAY BE SUBJECT TO ADVERSE FEDERAL AND STATE INCOME TAX CONSEQUENCES AS A RESULT OF THE PROPOSED TRANSACTION. YOU SHOULD CONSULT YOUR OWN COUNSEL, ACCOUNTANT, OR FINANCIAL ADVISOR REGARDING ANY FEDERAL OR STATE INCOME TAX CONSEQUENCES ARISING FROM THE PROPOSED TRANSFER.

YOUR PURCHASE PRICE WAS DERIVED ASSUMING A DISCOUNT RATE SIGNIFICANTLY HIGHER THAN THE PRIME INTEREST RATES CHARGED BY COMMERCIAL BANKS, THEREFORE, WE URGE YOU TO EXPLORE ALL FINANCIAL OPTIONS.

WE WILL PURCHASE FROM YOU A) 1 payment of \$15,000.00 on February 4, 2009

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SCHEDULE 1, PAGE 2

**THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS
\$15,000.00.**

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4.20% IS \$14,409.04. THE DISCOUNTED PRESENT VALUE IS THE CALCULATION OF THE CURRENT VALUE OF THE TRANSFERRED STRUCTURED SETTLEMENT PAYMENTS UNDER FEDERAL STANDARDS FOR VALUING ANNUITIES. THE GROSS AMOUNT PAYABLE TO SELLER IS \$13,467.93.

THE FOLLOWING EXPENSES ARE INCURRED BY THE SELLER (YOU) AND WILL BE DEDUCTED FROM THE PURCHASE PRICE:

COMPLIANCE AND ADMINISTRATIVE FEE: \$0.00

LEGAL FEES TO PROCURE COURT APPROVAL (THIS IS AN ESTIMATE OF WHAT YOUR ATTORNEY WILL CHARGE YOU TO OBTAIN COURT APPROVAL) : \$500.00

FILING AND RELATED EXPENSES FEE: \$1,500.00

**THE NET AMOUNT PAYABLE TO THE SELLER(YOU) IS \$11,467.93.
NO OTHER EXPENSES ARE INCURRED BY YOU.**

THE DISCOUNTED PRESENT VALUE OF PAYMENTS SHALL BE CALCULATED AS FOLLOWS: THE APPLICABLE FEDERAL RATE USED IN CALCULATING THE DISCOUNTED PRESENT VALUE IS 4.20%.

THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 31.62%. THE CASH PAYMENT YOU RECEIVE IN THIS TRANSACTION FROM US WAS DETERMINED BY APPLYING THE SPECIFIED EFFECTIVE ANNUAL DISCOUNT RATE, COMPOUNDED MONTHLY, TO THE TOTAL AMOUNT OF FUTURE PAYMENTS TO BE RECEIVED BY US, LESS THE TOTAL AMOUNT OF COMMISSIONS, FEES, COSTS, EXPENSES AND CHARGES PAYABLE BY YOU.

SCHEDULE 1, PAGE 3

THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 79.60% OF THE ESTIMATED CURRENT VALUE OF THE PAYMENTS BASED UPON THE DISCOUNTED VALUE USING THE APPLICABLE FEDERAL RATE.

THE QUOTIENT OBTAINED BY DIVIDING THE NET PAYMENT BY THE DISCOUNTED PRESENT VALUE IS 79.60%.

BASED ON THE NET AMOUNT THAT YOU WILL RECEIVE FROM US AND THE AMOUNTS AND TIMING OF THE STRUCTURED-SETTLEMENT PAYMENTS THAT YOU ARE TURNING OVER TO US, YOU WILL, IN EFFECT, BE PAYING INTEREST TO US AT A RATE OF 31.62% PER YEAR. THE NET AMOUNT PAID TO YOU (THE PAYEE) BY US (THE TRANSFeree) REPRESENTS AN ESTIMATE OF THE FAIR MARKET VALUE OF THE FUTURE PERIODIC PAYMENTS TRANSFERRED UNDER THE STRUCTURED SETTLEMENT AGREEMENT.

NOTICE OF CANCELLATION RIGHTS:

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING THE LATER OF THE EXECUTION OF THE PURCHASE AGREEMENT, OR THE DATE THE PAYEE BECOMES OBLIGATED UNDER THE PURCHASE AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION.

THIS CANCELLATION RIGHT CANNOT BE WAIVED IN ANY MANNER.

TO CANCEL, YOU MUST PROVIDE WRITTEN NOTICE TO THE TRANSFeree. WRITTEN NOTICE SHOULD BE MAILED OR DELIVERED TO THE ADDRESS BELOW BY 5:00 P.M. OF (THE TWENTY-FIRST DAY FOLLOWING THE TRANSACTION). IT IS BEST TO MAIL IT BY CERTIFIED MAIL, RETURN RECEIPT

SCHEDULE 1, PAGE 4

**REQUESTED, AND TO KEEP A PHOTOCOPY OF THE SIGNED FORM
AND YOUR POST OFFICE RECEIPT. ADDRESS TO WHICH
CANCELLATION IS TO BE RETURNED:**

**321 HENDERSON RECEIVABLES ORIGINATION LLC
3993 HOWARD HUGHES PARKWAY
SUITE 250
LAS VEGAS, NV 89169-6754
ATTENTION: MANAGER – OPERATIONS**

**IMPORTANT NOTICE: YOU ARE STRONGLY URGED TO CONSULT
WITH AN ATTORNEY WHO CAN ADVISE YOU OF THE POTENTIAL
TAX CONSEQUENCES OF THIS TRANSACTION.**

**PLEASE BE ADVISED THERE ARE NO PENALTIES OR LIQUIDATED
DAMAGES PAYABLE BY YOU IN THE EVENT OF ANY BREACH OF
THE TRANSFER AGREEMENT BY YOU. THERE ARE NO BROKERS
COMMISSIONS, SERVICE CHARGES, APPLICATION FEES,
PROCESSING FEES, CLOSING COSTS, FILING FEES,
ADMINISTRATIVE FEES, LEGAL FEES, NOTARY FEES AND OTHER
COMMISSIONS, FEES, COSTS, EXPENSES AND CHARGES PAYABLE
BY YOU OR DEDUCTED FROM GROSS AMOUNT OTHERWISE
PAYABLE TO YOU OTHER THAN THE COMPLIANCE AND
ADMINISTRATIVE FEE AND THE FILING AND RELATED EXPENSES
FEE.**

**IF YOU BELIEVE YOU WERE TREATED UNFAIRLY OR WERE
MISLED AS TO THE NATURE OF THE OBLIGATIONS YOU ASSUMED
UPON ENTERING INTO THIS AGREEMENT, YOU SHOULD REPORT
THOSE CIRCUMSTANCES TO YOUR LOCAL DISTRICT ATTORNEY
OR THE OFFICE OF THE ATTORNEY GENERAL.**

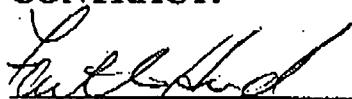
**THE EFFECTIVE DATE OF THE TRANSFER AGREEMENT SHALL BE
DEEMED TO BE THE DATE THAT THE AGREEMENT WAS SIGNED
BY THE YOU (PAYEE).**

**PLEASE BE ADVISED THAT PAYMENT TO YOU PURSUANT TO THE
TRANSFER AGREEMENT IS CONTINGENT UPON COURT APPROVAL
OF THE TRANSFER AGREEMENT, WHICH YOU MUST OBTAIN.**

SCHEDULE 1, PAGE 5

PLEASE BE ADVISED THAT PAYMENT TO YOU WILL BE DELAYED UP TO 30 DAYS OR MORE IN ORDER FOR THE COURT TO REVIEW AND APPROVE THE TRANSFER AGREEMENT.

BY SIGNING BELOW YOU ARE CONFIRMING RECEIPT OF THIS DISCLOSURE AT LEAST 10 DAYS PRIOR TO RECEIPT OF THIS CONTRACT.



FAITH HURD

← SIGN HERE

ATTACHMENT/EXHIBIT “5”

HENDERSON RECEIVABLES ORIGINATION, LLC

March 4, 2008

Genworth Life Insurance Company
700 Main Street
Lynchburg, VA 24505
Attn: Legal Department/Structured Settlements

Ge Capital Assignment Corporation
700 Main Street
Lynchburg, VA 24505
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: K2654911
Payee: Faith Hurd
SS #: 165-68-3515

Dear Insurer:

Please be advised that 321 Henderson Receivables Origination LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

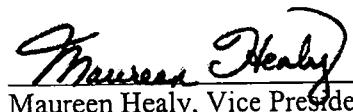
321 Henderson Receivables Origination LLC
40 Morris Ave
Bryn Mawr PA 19010
Tax ID # 20-4728885

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

321 Henderson Receivables Origination LLC

By:



Maureen Healy, Vice President

VERIFICATION

I, Maureen Healy, Vice President of 321 Henderson Receivables Origination LLC, have read the foregoing Petition to Transfer Structured Settlement Payment Rights between 321 Henderson Receivables Origination LLC and Faith Hurd and hereby aver that the statements contained therein are true and correct to the best of my knowledge, information and belief.

This Verification is made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to the unsworn falsification to authorities.

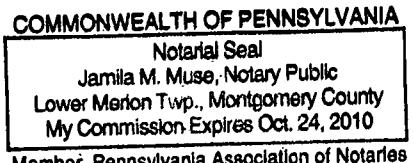
Maureen Healy
Maureen Healy, VP

3/5/08
Date

Subscribed and sworn to before
me this 5th Day of March 2008

J. M. Muse

Notary

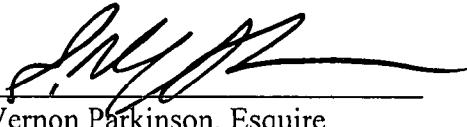


CERTIFICATION OF ATTORNEY FOR TRANSFeree

I, E. Vernon Parkinson Esquire, of Welch, Gold & Siegel, P.C., attorney for Transferee, 321 Henderson Receivables Origination L.L.C., hereby certify to the best of my knowledge, information and belief, formed after reasonable inquiry, that the Transfer will comply with the requirements of the Act (40 P.S. § 4000 et seq.) and will not contravene any other applicable federal or state statute or regulation or the order of any court or administrative authority.

I, E. Vernon Parkinson Esquire, attorney for Transferee, 321 Henderson Receivables Origination L.L.C., hereby verify that the facts and statements set forth herein are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification of authorities.

3/10/08
Date


E. Vernon Parkinson, Esquire
Attorney for Transferee, 321
Henderson Receivables Origination
L.L.C.

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

**RE: Joint Petition of 321 Henderson : NO:
Receivables Origination, LLC and :
Faith Hurd :**

FINAL ORDER OF COURT

On this _____ Day of _____, 2008, it is ordered that the Petition to Transfer of Structured Settlement Payment Rights is granted.

The court specifically finds that:

- (1) the payee has established that the transfer is in the best interests of the payee or the payee's dependents;
- (2) based on the certification by an attorney for the transferee, and the court having not been made aware of any statute, regulation or order that would be incompatible with the proposed transfer, the transfer will not contravene any applicable federal or state statute or regulation, or the order of any court or administrative authority;
- (3) the transfer complies with the remaining requirements of the Structured Settlement Protection Act, including Sections 3(a)(2), 3(a)(4), 3(a)(5) and 3(a)(6);
- (4) the payments that are to be transferred are designated as follows:

A) 1 payment of \$15,000.00 on February 4, 2009

- (5) the terms of this order shall survive the death of the payee and shall be binding on the payee's heirs, beneficiaries and assigns;
- (6) the payee shall receive from the transferee, as of _____, the amount of \$11,467.93 from which no funds are owed for counsel fees, administrative fees, or other costs, fees or expenses.

BY THE COURT:

J.

WELCH GOLD & SIEGEL, P.C.

By: E. Vernon Parkinson, Esquire
Attorney I.D. No.: 77729
428 Forbes Avenue, Suite 1240
Lawyers Building
Pittsburgh, PA 15219
(412) 391-1014

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

**RE: Joint Petition of 321 Henderson : NO:
Receivables Origination, LLC and :
Faith Hurd :**

CERTIFICATE OF SERVICE

I, E. Vernon Parkinson Esquire, hereby certify that a true and correct copy of the Petition for Transfer of Structured Settlement has been served upon the following entities via first class mail and/or certified return receipt requested and/or email on :

Ge Capital Assignment Corporation
Attn. Legal Dept/structured Settlements
700 Main Street
Lynchburg, VA 24505

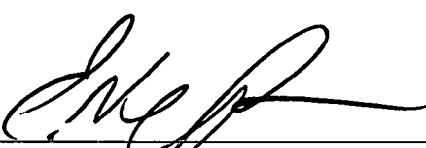
Genworth Life Insurance Company
Attn. Legal Dept/structured Settlements
700 Main Street
Lynchburg, VA 24505

Barbara Hugney- Shope
Attorney for Faith Hurd
28478 Frenchville-Karthaus Hwy
Frenchville, PA 16836

Faith Hurd
2601 Grahamton Rd.
Morrisdale, PA 16858

Date:

By:


E. Vernon Parkinson, Esquire
Attorney for 321 Henderson Receivables
Origination L.L.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

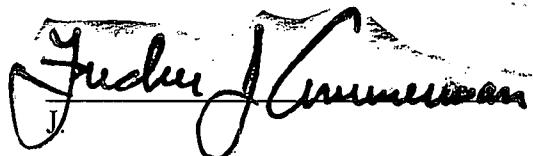
RE: **Joint Petition of 321 Henderson
Receivables Origination, LLC and
Faith Hurd** : NO: **08-482-CD**

INITIAL ORDER OF COURT

On this 19th day of March 2008, it is ordered that a hearing on this Petition to Transfer Structured Settlement Payment Rights will be held on April 23, 2008, in Courtroom 1 at 1:30 o'clock. The payee shall bring income tax returns for the prior two (2) years to the hearing.

Within sever (7) days, the transferee shall give notice of the hearing date to the payee, the structured settlement obligor, the annuity issuer, the payee's spouse and any person receiving child support, alimony, or alimony pendente lite. The transferee shall attach a certificate of service to the notice of hearing date. A copy of the notice with the certificate of service shall be filed with the court prior to the hearing.

BY THE COURT:



FILED
01/10/2008 AMY
MAR 19 2008
PARKINSON

William A. Shaw
Prothonotary/Clerk of Courts 

FILED

MAR 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAR 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

IN RE:

JOINT PETITION OF 321 HENDERSON
RECEIVABLES ORIGINATION, LLC and
FAITH HURD,

CIVIL DIVISION

No.: 2008-00482-CD

AFFIDAVIT OF SERVICE

Petitioners.

Filed on Behalf of:
321 Henderson Receivables
Origination, LLC and Faith Hurd

Counsel of Record for: Petitioner
321 Henderson Receivables
Origination, LLC:

E. VERNON PARKINSON, ESQUIRE
PA I.D. Number: 77729

WELCH, GOLD & SIEGEL, P.C.
Suite 1240 Lawyers Building
428 Forbes Avenue
Pittsburgh, PA 15219
(412) 391-1014

FILED
M 11:55AM CK
MAR 28 2008 NO CC

William A. Shaw
Prothonotary/Clerk of Courts

(6P)

ORIGINAL

WELCH GOLD & SIEGEL, P.C.
By: E. Vernon Parkinson, Esquire
Attorney I.D. No.: 77729
428 Forbes Avenue, Suite 1240
Lawyers Building
Pittsburgh, PA 15219
(412) 391-1014

IN THE COURT OF COMMON PLEAS OF MCKEAN COUNTY, PENNSYLVANIA

RE: Joint Petition of 321 Henderson Receivables Origination, LLC and Faith Hurd : **NO: 2008-00482-CD**

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY COUNTY) SS:
)

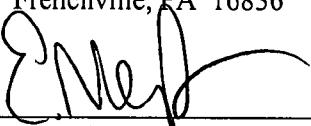
BEFORE ME, the undersigned authority, personally appeared E. VERNON PARKINSON, ESQUIRE of WELCH, GOLD & SIEGEL, P.C. and being duly sworn according to law, deposes and says that in accordance with the Pennsylvania Rules of Civil Procedure, that he mailed by First Class Mail, postage prepaid, a true and correct copy of the JOINT PETITION FOR TRANSFER OF STRUCTURED SETTLEMENT PURSUANT TO STRUCTURED SETTLEMENT PROTECTION ACT, INITIAL ORDER OF COURT and/or NOTICE OF HEARING ON PETITION TO TRANSFER STRUCTURED SETTLEMENT PAYMENT RIGHTS in the above-captioned matter to the parties named at the addresses listed below:

Genworth Life Insurance Company
700 Main Street
Lynchburg, VA 24505
Attention: Legal Dept/Structured Settlements

Faith Hurd
2601 Grahamton Road
Morrisdale, PA 16858

GE Capital Assignment Corporation
700 Main Street
Lynchburg, VA 24505
Attention: Legal Dept/Structured Settlements

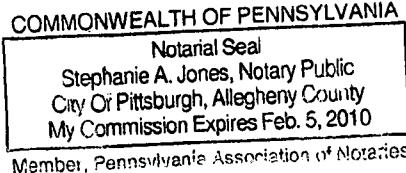
Barbara Hugney-Shope
28478 Frenchville-Karthaus Highway
Frenchville, PA 16836


E. VERNON PARKINSON, ESQUIRE
Counsel for 321 Henderson Receivables Origination, LLC

SWORN TO and subscribed before me

this 25th day of March, 2008.

Stephanie A. Jones
NOTARY PUBLIC



Member, Pennsylvania Association of Notaries

March 20, 2008

GE Capital Assignment Corporation
700 Main Street
Lynchburg, VA 24505
Attn: Legal Department/Structured Settlements

Genworth Life Insurance Company
700 Main Street
Lynchburg, VA 24505
Attn: Legal Department/ Structured Settlements

Barbara Hugney-Shope
28478 Frenchville-Karthaus Hwy.
Frenchville, PA 16836

Faith Hurd
2601 Grahamton Road
Morrisdale, PA 16858

321 Henderson Receivables
c/o J.G. Wentworth
40 Morris Avenue
Bryn Mawr, PA 19010

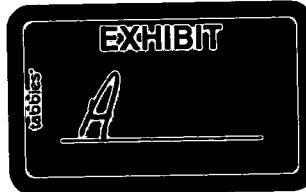
In re: Faith Hurd/321 Henderson Receivables Origination, LLC
Our File No.: 11533 (VP)
Case No.: 08-482-CD

Dear Sir/Madam:

Enclosed please find a true and correct copy of the Joint Petition for Transfer of Structured Settlement which has been prepared on behalf of 321 Henderson Receivables Origination, LLC and Faith Hurd. Attached to the Petition is an Initial Order of Court dated March 19, 2008. A hearing on this matter has been scheduled to be conducted before Judge Fredic J. Ammerman on April 23, 2008 at 1:30 P.M. in Courtroom I of the Clearfield County Courthouse, 230 East Market Street, Clearfield, Pennsylvania.

Welch, Gold & Siegel, P.C.
Lawyers Building
428 Forbes Avenue
Pittsburgh,
Pennsylvania 15219
Telephone: (412) 391-1014
Fax: (412) 471-9510

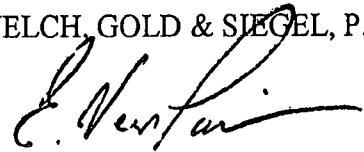
Russellton Office
Main Street
Russellton,
Pennsylvania 15076
(724) 265-2222



Thank you for your prompt attention in this regard. If you have any questions or wish to further discuss this matter, please do not hesitate to contact me.

Sincerely,

WELCH, GOLD & SIEGEL, P.C.



E. VERNON PARKINSON, ESQUIRE

EVP/mms
Enclosures

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

IN RE:

FAITH/HURD / 321 HENDERSON
RECEIVABLES ORIGINATION, LLC

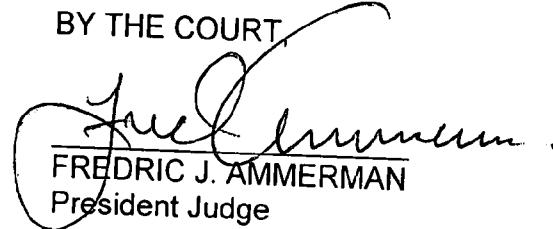
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*

08-482-CD

ORDER

NOW, this 14th day of May, 2008, the Court being in receipt of the attached letter from E. Vernon Parkinson, Esquire, counsel for 321 Henderson Receivables Origination, LLC, it is the ORDER of this Court that the Petition for Structured Settlement for Faith Hurd be and is hereby DISMISSED.

BY THE COURT



FREDRIC J. AMMERMAN
President Judge

FILED 3cc Atty
04:00 PM
MAY 14 2008 Parkinson
(60)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/14/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

Welch
& Gold
Siegel, P.C.

Attorneys at Law

May 12, 2008

Judge Fredric J. Ammerman
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

In re: Faith Hurd/321 Henderson Receivables Origination, LLC
Our File No.: 11533 (VP)
Case No.: 08-482-CD

Dear Judge Ammerman:

This letter will serve as a follow up to the Structured Settlement Transaction for Faith Hurd which was before you on April 23, 2008. Please be advised that 321 Henderson Receivables Origination, LLC has directed me to close this file.

Thank you for your time in this matter.

Sincerely;

WELCH GOLD & SIEGEL, P.C.


E. VERNON PARKINSON, ESQUIRE

EVP/mms

BREAKDOWN OF \$1500 FEE
NOT TO BE FILED
TO BE USED IF JUDGE REQUIRES BREAKDOWN
NOTE: OUR COSTS ARE MORE THAN \$1500.00

Attorney/Legal Fees	\$ 642.00
Filing Costs	\$ 428.00
File Storage	\$ 18.00
Fed Ex	\$ 50.00
Wire/ACH Costs	\$ 1.00
Credit/Lien Searches	\$ 52.00
Copiers, Paper, Toner	\$ 33.00
Sales Payroll	\$ 257.00
Underwriting Payroll	\$ 136.00
Legal Payroll	\$ 57.00
Accounting Payroll	\$ 13.00
Total	\$1,687.00
Amount Absorbed by 321 Henderson	(187.00)
Amount Passed Through to Client	\$1,500.00

please
leave this
in the file

Thanks

FJA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN RE:

CIVIL DIVISION

FAITH HURD

No.

08-482-CD

Final Order of Court

On this _____ day of _____, 2_____, it is ordered that the Petition to Transfer of Structured Settlement Payment Rights is granted.

The court specifically finds that:

- (1) the payee has established that the transfer is in the best interests of the payee or the payee's dependents;
- (2) the payee was advised in writing of their right to receive or waive consultation with independent legal advice regarding the transfer;
- (3) based on the certification by an attorney for the transferee, and the court having not been made aware of any statute, regulation or order that would be incompatible with the proposed transfer, the transfer will not contravene any applicable federal or state or regulation, or the order of any court or administrative authority;
- (4) the transfer complies with the remaining requirements of the Structured Settlement Protection Act, including Sections 3(a)(2), 3(a)(4), 3(a)(5) and 3(a)(6);
- (5) the payments that are to be transferred are designated as follows: one lump sum payment of \$15,000.00 on February 4, 2009;
- (6) The terms of this order shall survive the death of the payee and shall be binding on the payee's heirs, beneficiaries and assigns;

(7) the payee shall receive from the transferee, as of _____, the amount of \$11,467.93, from which no funds are owed for counsel fees, administrative fees, or other costs, fees or expenses.

(8) Notwithstanding anything in the Purchase Agreement, nothing in this Order shall be construed as an obligation on the Annuity Issuer or Structured Settlement Obligor to divide any periodic payment between the Payee and Transferee or between two or more transferees or assignees.

(9) The Transferee shall be liable to the Structured Settlement Obligor, Ge Capital Assignment Corporation and to the Annuity Issuer, Genworth Life Insurance Company:

- a. If the transfer contravenes the terms of the structured settlement, for any taxes incurred by the Structured Settlement Obligor or the Annuity Issuer as a consequence of the transfer, and
- b. For any liabilities or costs, including reasonable costs and attorneys' fees, arising from compliance by such parties with this order of the Court or arising as a consequence of the Transferee's failure to comply with the Act.

(10) the Structured Settlement Obligor and Annuity Issuer shall irrevocably change the beneficiary for the Transferred payments to the Transferee, and no other individual or entity other than the Transferee shall have the authority to change beneficiary for the Transferred Payments.

BY THE COURT:

J.