

08-570-CD
Palisades Aqu. Vs May Mohoney

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PALISADES ACQUISITION XVI, LLC ASSIGNEE OF
CENTURION CAPITAL CORPORATION ASSIGNEE OF
TITAN RECOVERY GROUP ASSIGNEE OF CALVERY
ASSIGNEE OF ECAST SETTLEMENT ASSIGNEE OF
MBNA

No. 2008-570-CD

C/O WOLPOFF & ABRAMSON, L.L.P.
4660 TRINDLE ROAD, 3rd FLOOR
CAMP HILL, PA 17011

Plaintiff

Type of Case: Contract

Type of Pleading:

VS.

Filed on Behalf of: Plaintiff

MAY M MAHONEY
2824 THOMPSON TOWN RD
LA JOSE PA 157536819

Defendant(s)

Date: 2/7/08


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

FILED pd \$95.00 Atty
m/11:45 am 1cc Atty
1cc shft.
MAR 28 2008


William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES ACQUISITION XVI, LLC	:	
ASSIGNEE OF CENTURION CAPITAL CORPORATION	:	No.
ASSIGNEE OF TITAN RECOVERY GROUP	:	
ASSIGNEE OF CALVERY	:	
ASSIGNEE OF ECAST SETTLEMENT	:	CIVIL ACTION - LAW
ASSIGNEE OF MBNA	:	
Plaintiff	:	
	:	

vs

MAY M MAHONEY
Defendant(s)

NOTICE

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 an 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 or any other claim or relief requested by the Plaintiff. You may lose money or property 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 HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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Clearfield County Courthouse
David S. Meholick, Court Administrator 230 East Market Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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ASSIGNEE OF CENTURION CAPITAL CORPORATION	:	No.
ASSIGNEE OF TITAN RECOVERY GROUP	:	
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ASSIGNEE OF MBNA	:	
Plaintiff	:	
	:	
	:	

vs

MAY M MAHONEY
Defendant(s)

NOTICIA

USTED HA SIDO DEMANDADO/A EN LA CORTE. Si usted desea defender conta la demanda puestas en las siguientes paginas, usted tienen que tomar acción dentro veinte (20) dias después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado conta usted por la Corte sin mas aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

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ASSIGNEE OF ECAST SETTLEMENT	:	CIVIL ACTION - LAW
ASSIGNEE OF MBNA	:	
Plaintiff	:	
	:	
vs		

MAY M MAHONEY
Defendant(s)

COMPLAINT

AND NOW, this 24 day of January, 2008, comes the Plaintiff by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff is PALISADES ACQUISITION XVI, LLC ASSIGNEE OF CENTURION CAPITAL CORPORATION ASSIGNEE OF TITAN RECOVERY GROUP ASSIGNEE OF CALVERY ASSIGNEE OF ECAST SETTLEMENT ASSIGNEE OF MBNA, located at 210 SYLVAN AVENUE , ENGLEWOOD CLIFFS, NJ 07632.

2. Defendant, MAY M MAHONEY, is an adult individual with a last known address of 2824 THOMPSON TOWN RD, LA JOSE, CLEARFIELD COUNTY, PA 15753-6819.

3. It is averred that Defendant was issued an open-end credit account by Plaintiff's Assignor. This account was created through a written contract between Plaintiff's Assignor and Defendant, accepted by Defendant when Defendant signed and utilized the credit card account. A true and correct copy of the Credit Card Agreement governing this account is attached hereto as Exhibit "A."

4. The Credit Card Agreement contains a binding Arbitration provision providing that any claim or dispute between Defendant and Plaintiff's Assignor would be subject to binding arbitration before the National Arbitration Forum (NAF). This Credit Card Agreement also recites that since the

agreement involved an instrumentality of interstate commerce, that the Federal Arbitration Act, 9 U.S.C. §§1-16 (FAA) governed the Agreement and that following disposition through the NAF, judgment may be entered in any state court having jurisdiction.

5. At all relevant times material hereto, Defendant has been regular user of said charge card for the purchase of products, goods and/or for obtaining services and/or funds.

6. By virtue of Defendant's use and maintenance of this credit card in connection with his purchases of goods, and services, Defendant became bound to all of its contractual terms, which clearly included an arbitration agreement. Therefore, there is a valid agreement to arbitrate and Defendant consented to the NAF having jurisdiction over this claim.

7. Defendant received monthly statements which accurately state all purchases and payments made during the month, interest charges imposed on the unpaid balance, and the amount due. A summary of the account showing the balance due and owing is incorporated herein and marked as Exhibit "B".

8. Defendant did not object to the above-mentioned monthly statements submitted by Plaintiff's Assignor to Defendant.

9. Defendant has made sporadic and irregular payments, if any, which have been applied to the outstanding balance of this account.

10. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of \$5,598.22.

11. Pursuant to the Credit Agreement and/or applicable Pennsylvania law, any unpaid and/or delinquent balances on said account shall continue to bear interest at the rate of 6 %.

12. The amount of interest which has accrued on the aforementioned account is the sum of \$594.43.

13. Plaintiff has retained the services of the law firm of Wolpoff & Abramson, L.L.P. in the collection of the amount due from Defendant.

14. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from the law office of Wolpoff & Abramson, L.L.P. in the collection of the collection of the amounts due from Defendant incident to the within action, the Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

15. The amount of attorney's fees incurred in this matter is the sum of \$839.73.

16. Despite reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

17. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

18. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendants, in the amount of \$5,598.22, plus interest in the amount of \$594.43, plus attorney's fees in the amount of \$839.73, plus costs of this action and any other relief as this Court deems proper and just.

Respectfully submitted,

Date: 2/8/06


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, he/she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of his/her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 2/26/08

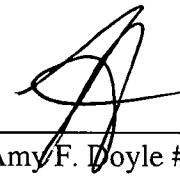

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Counsel for Plaintiff

Exhibit "A"

What May Apply To All Persons
All persons who habitually or subsequently request, accept, or use the account are individually and together responsible for any total outstanding balance. We may refuse to release from liability any person who is responsible to pay any total outstanding balance, until all of the credit accounts have been returned to us and any such person is liable to us at any time under the terms of this Agreement.

Default
You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Request Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility and premium payment obligations for the optional credit insurance purchased through MBNA, you will be charged 10 days of delinquency if you fail to make a payment within 10 days of your Payment Due Date. Our failure to exercise any of the rights when you default does not mean that we are unable to exercise those rights upon later default.

When We May Require Immediate Payment
If you are in default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the Automatic and Litigation section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorney's fees if we refer collection to an attorney who is not our salaried employee.

Other Payment Terms

We can accept late payments, partial payments, or payments with any restrictive writing without forfeiting any rights under this Agreement. This means that no party, including those marked with "Hold in law" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our service offices. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it when it is presented to, or return it uncredited to the person with whom on the check. We are not liable to you for any loss or damage incurred by you in making out the check.

Payment Holidays

We may allow you, from time to time, to make a monthly or annual payment, finance charges and any applicable interest on your account in accordance with this Agreement. You must resume making your Total Minimum Payment Due each month following a payment holiday.

Transactions Made In Foreign Currency

If you make a transaction in a foreign currency, the transactional, depending on which card you use, late or U.S. version procedures in effect at the time that the transaction occurred. Currently, those regulations and procedures state that the currency conversion rate to be used is the amount in accordance with the operating requirements of the card.

We May Suspend or Close Your Account

We may suspend or close your account or otherwise limit your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement, Credit Cards, and other credit choices in the account when we do so.

You May Close Your Account

You may close your account by notifying us in writing or by telephone and discontinuing all credit, access checks, and other credit choices in the account. Your obligations under this Agreement continue even after you have done this.

Transactions After Your Account Is Closed

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as medical service providers, health clubs, or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we become your authorized distributor or are attempting to use your account, stay put and have requested to close the account, we may allow the transaction to be charged to your account.

We May Amend This Agreement

We may amend this Agreement at any time. We may do this by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and state law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you do not, we may terminate your right to receive credit and may not be able to return all credit services or a cancellation of new or other higher charges or fees will apply to the total outstanding balance, including the balance established before the amendment became effective. We may replace your card with another card at any time.

We May Sell Your Account

We may at any time, and without notice to you, sell, assign, or transfer your account, any rights due on your account, this Agreement, or our rights or obligations under your account, to another we make any such sale, assignment, or transfer shall be entitled to all of our rights and/or obligations under this Agreement to the extent sold, assigned or transferred.

Your Credit Limit

Your credit limit is determined by you monthly statement of Credit Advances, finance charges, late, any other transaction, or credits that prior to your account after the Closing Date of your monthly statement. Such transactions could result in an Overlimit Fee.

What We May Do If You Attempt To Exceed Your Credit Limit

The total outstanding balance on your account plus any fees or charges at any time must not be more than your credit limit.

1/12/2019 10:00 AM
Deductor may receive compensation

Le conseil d'administration a été créé le 22 octobre 1911.

- 1. For the purpose of deducting information to an insurer. Premiums include premiums or any other fees may deny insurance benefits on other items. In addition related to a claim was provided as best information as best due and over credit limit amounts by the applicant.
- 2. In OR, coverage pays the greater of disability up to NY \$10,000 minimum payment of 1/10th of the half- date of loss. In TX, coverage pays the minimum payment due and outstanding balance on your date of NY minimum monthly payment.

12 hrs uninterrupted payments will be made to
NC, NY, PA, SC & TX for disability in AL, AK, CT, IL, MI, ND,
IA, MO, MT, NE, NH, MA, NC, OR, SC, UT & VA.
TX Residence Only. To purchase coverage
please contact:
Insurance Group, P.O. Box 20333, Atlanta, GA 30323
Forms will be sent to you.

Exhibit "B"

ACCOUNT# 5329017094021547 CLIENT# 001957 ACCT BALANCE 5,598.22

LPYMT DT 04/23/04

OPEN DT 07/01/87

CHRG OFF DT 02/27/04

PURCHASE DT 04/18/06

*CC2-DEBT-NAME *CC2-DEBT-SALUT*CC2-DEBT-ALIAS

MAHONEY, MAY M

*CC2-DEBT-ADDR *CC2-DEBT-CITY-ST *CC2-DEBT-ZIP*CC2-DEBT-PHONE

3939 N CLINTON ST LOT 45 FORT WAYNE, IN 46805 0000000000

*CC2-DEBT-FAX*CC2-DEBT-SSN *CC2-RFILE-NR*CC2-DEBT-DOB*CC2-DEBT-DRIVERS-LIC

XXX-XX-0000

*CC-REC-TYPE*CC-FILENO *CC-FORW-FILE *CC-MASCO-FILE *CC-FORW-ID

01 0200780397 5329017094021547 MD16 CENT

*CC-FIRM-ID*CC1-DATE-FORW*CC1-LIST-FORW*CC1-COMM*CC1-SUIT-FEE*CC1-ORIG-AMT-OUT

XLLP 04/18/06 .00 5,598.22

*CC1-INT-AMT-OUT*CC1-ORIG-INT-DATE*CC1-CRED-NAME

.00 04/23/04 MBNA

*CC1-CRED-NAME2 *CC1-CRED-ADDR *CC1-CRED-CITY-ST

MBNA

*CC1-CRED-ZIP*CC1-BAL-AMT-OUT*CC1-TYPE*CC1-LPAY-DATE*CC1-LPAY-AMT-OUT

0000000559822 04/23/04 .00

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

103974

PALISADES ACQUISITION XVI, LLC Assignee

Case # 08-570-CD

vs.

MAY M. MAHONEY

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 14, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO MAY M. MAHONEY, DEFENDANT. DEFENDANT IS IN NURSING HOME IN HASTINGS, PA.

SERVED BY: /

FILED

92:40cm
JUL 14 2008

WM
William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT	
SURCHARGE	WOLPOFF	00252901	10.00	William A. Shaw
SHERIFF HAWKINS	WOLPOFF	00252901	41.68	Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

Day of _____ 2008


Chester A. Hawkins
Sheriff

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

PALISADES ACQUISITION XVI, LLC ASSIGNEE OF
CENTURION CAPITAL CORPORATION ASSIGNEE OF
TITAN RECOVERY GROUP ASSIGNEE OF CALVERY
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No. 2008- 570- CD

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Plaintiff

Type of Case: Contract

Type of Pleading:

VS.

Filed on Behalf of: Plaintiff

MAY M MAHONEY
2824 THOMPSON TOWN RD
LA JOSE PA 157536819

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 28 2008

Defendant(s)

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

Date: 2/7/08

W.L.B.
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Philip C. Washolic #86341 / David R. Galloway #87326
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Counsel for Plaintiff

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ASSIGNEE OF MBNA	:	
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vs

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ASSIGNEE OF TITAN RECOVERY GROUP :
ASSIGNEE OF CALVERY :
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ASSIGNEE OF MBNA :
Plaintiff :
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vs

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2. Defendant, MAY M MAHONEY, is an adult individual with a last known address of 2824 THOMPSON TOWN RD, LA JOSE, CLEARFIELD COUNTY, PA 15753-6819.
3. It is averred that Defendant was issued an open-end credit account by Plaintiff's Assignor. This account was created through a written contract between Plaintiff's Assignor and Defendant, accepted by Defendant when Defendant signed and utilized the credit card account. A true and correct copy of the Credit Card Agreement governing this account is attached hereto as Exhibit "A."
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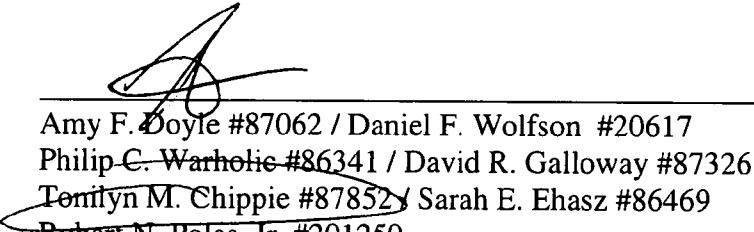
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Respectfully submitted,

Date: 2/8/06


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Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, he/she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of his/her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 2/8/08

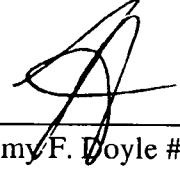

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

Exhibit "A"

Your Credit With Us

Your Credit Card Agreement, with its conditions of use, the Required Federal Disclosure and the document called "Your Agreements to the Terms and Conditions of this Agreement" for the purposes of the Privacy Notice, we will use the information contained in the third paragraph of the Privacy Notice. For the remainder of the Agreement, we will use the information described under the section heading "What Your Credit Card Agreement" in this Agreement.

Privacy Notices

Your privacy is important to us. At MBNA, we are committed to providing you with the best financial products and services backed by consistent top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure. To offer you the widest range of products and services MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and better serve your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to be confident, when we share information with others, that information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Banc, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hollister, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies. Our Security Procedures. MBNA understands the importance of protecting and securing information and takes it appropriately. Access to information about you is restricted to the people of MBNA who acquire it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service effectively. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

Selected Sections

Credit Card Agreement

Additional Terms and Conditions

Privacy Notice

Credit Report

How to Use Our Account

Payment of Our Account

What Are Our Terms of Payment?

What Law Applies?

Arbitration and Dispute Resolution

What Is a Credit Card?

Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other indebtedness; and

• Information about your relationships with MBNA and with other companies outside of MBNA.

Information we collect about you with financial service companies within MBNA to offer additional products or services that may interest you and best meet your needs. We believe this is convenient for you to have both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other acts or services in your sole. You may tell us not to share credit eligibility information with you within MBNA, but please understand this does not prohibit us from offering MBNA additional products and services from sharing transaction and experience information, and other information within MBNA.

Information We Share With Others. From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be obtained by financial services providers (such as banks, loan brokers, insurance, mortgage, securities, and securities broker-dealers), by financial companies (such as mutual, direct, mail, providers, manufacturers, Internet service agencies, other financial service companies, travel publishers, and organizations endorsing MBNA financial products or services), and others (such as non-profit organizations). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions or also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in serving your bank or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or

Any Person who Initially or Subsequently Requests, or Use the Account are Individually and Together, Responsible for Any Total Outstanding Balance, and together to Release from Liability Any Person who is Responsible to Pay Any Total Outstanding Balance, until All of the Credit, Accrues, have been Returned to us and Any Such Person is at Any Time under the Terms of this Agreement.

Default

You will be in Default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Solely for the purposes of determining eligibility for insurance purchased through MBNA, you will be deemed in default or delinquent if you fail to make a payment within 30 days of your Payment Due Date. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

When We May Require Immediate Payment
If you are in Default, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided in this Agreement and in the section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we sue a related employee.

Other Payment Terms

We can accept late payments, partial payments, or prepayments under this Agreement, including without limiting any of our rights under this Agreement. This means that no payment, without the prior written approval of one of our service offices or postdate a payment check, we may elect to honor it or disbursements or return it if unconnected to the person who issued it, without, in either case, waiting for the date shown on the check. We are not liable to you for any loss or damage incurred by you arising out of the action we elect to take.

Payment Holidays

We may allow you from time to time, to avoid a monthly, annual or payment, finance charges and any applicable term. You must resume making your Total Minimum Payment Due each month following a payment holiday.

Transactions Made in Foreign Currency

You make a transaction in a foreign currency, the amount, depending on which card you use, into a US dollar or payment, finance charges and any applicable term. You must resume making your Total Minimum Payment Due each month following a payment holiday.

We are not liable for any refusal to honor your card or any check written on your account. We are not liable for provision of goods or services.

What We May Do if You Attempt to Exceed Your Credit Limit

The card number you are using on your account will expire

We May Suspend or Close Your Account

We may suspend or close your account or otherwise limit your rights to use your account. We may do this at any time and for any reason. Your obligations under this Agreement, and other we have done this. You must certify all credit that you do in.

You May Close Your Account

You may close your account by writing us to writing or telephone and certifying all credit, across Credit, and other Agreement, and other credit cards in the account, when we do this.

Transactions After Your Account Is Closed

When your account is closed, you must contact anyone who has authority to make transactions to your account, such as your bank, credit card companies, bank, credit, or finance companies, and you must pay any amounts due on your account, such as account until you change the billing. Also, if you have authorized a transaction or are attempting to use your account after you have requested to close the account, may allow the transaction to be charged to your account, we

We May Amend This Agreement

We may amend this Agreement, or any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal and state laws that are in effect at the time. If we amend this Agreement, we have the opportunity to reduce the change, and if you agree, we may terminate your account in such amounts, and you to return all credit due to us for services and may terminate this Agreement (including any higher charges or fees) will apply to the total due, upon the date of termination becoming effective. We may replace your card with

We May Sell Your Account

We may at any time, and without notice to you, and assign this Agreement, or any rights, any name, or your account, and change your credit, debit, or other obligations under this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights, duties, obligations under this Agreement to the extent sold, assigned or transferred.

Your Credit Limit

Your Credit Limit is determined to your total available credit and, generally, on each monthly statement on Credit Advances, finance charges, less, any other transactions, that monthly statement from time to time. The Credit Available shown on your monthly statement on Credit Advances, finance charges less into account any purchases, or credits that goes to your account, less, any other transactions, your monthly statement, such transactions, such transactions could result in your credit limit being increased and result in the increase of your Credit Limit.

What We May Do if You Attempt to Exceed Your Credit Limit

Exhibit "B"

ACCOUNT# 5329017094021547 CLIENT# 001957 ACCT BALANCE 5,598.22

LPYMT DT 04/23/04

OPEN DT 07/01/87

CHRG OFF DT 02/27/04

PURCHASE DT 04/18/06

*CC2-DEBT-NAME *CC2-DEBT-SALUT*CC2-DEBT-ALIAS

MAHONEY, MAY M

*CC2-DEBT-ADDR *CC2-DEBT-CITY-ST *CC2-DEBT-ZIP*CC2-DEBT-PHONE
3939 N CLINTON ST LOT 45 FORT WAYNE, IN 46805 0000000000

*CC2-DEBT-FAX*CC2-DEBT-SSN *CC2-RFILE-NR*CC2-DEBT-DOB*CC2-DEBT-DRIVERS-LIC
XXX-XX-0000

*CC-REC-TYPE*CC-FILENO *CC-FORW-FILE *CC-MASCO-FILE *CC-FORW-ID
01 0200780397 5329017094021547 MD16 CENT

*CC-FIRM-ID*CC1-DATE-FORW*CC1-LIST-FORW*CC1-COMM*CC1-SUIT-FEE*CC1-ORIG-AMT-OUT
XLLP 04/18/06 .00 5,598.22

*CC1-INT-AMT-OUT*CC1-ORIG-INT-DATE*CC1-CRED-NAME
.00 04/23/04 MBNA

*CC1-CRED-NAME2 *CC1-CRED-ADDR *CC1-CRED-CITY-ST
MBNA

*CC1-CRED-ZIP*CC1-BAL-AMT-OUT*CC1-TYPE*CC1-LPAY-DATE*CC1-LPAY-AMT-OUT
0000000559822 04/23/04 .00

Notice of Proposed Termination of Court Case

March 2, 2012

RE: 2008-00570-CD

Palisades Acquisition XVI, LLC
Centurion Capital Corporation
Titan Recovery Group
Calvera
Ecast Settlement
MBNA

FILED

5 MAR 6 2012

William A. Shaw
Prothonotary/Clerk of Courts

Vs.

May M. Mahoney

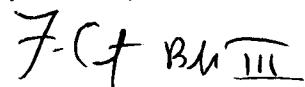
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before May 2, 2012.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



F. Cortez Bell, III, Esq.
Court Administrator

William A. Shaw
Prothonotary/Clerk of Courts
PO Box 549
Clearfield, PA 16830

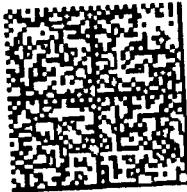
William A. Shaw
Prothonotary/Clerk of Courts

MAK C 9 2012
FILED
②

JK

May M. Mahoney
2824 Thompson Town Rd.
LaJoye, PA 15753-6819

016H26524836
\$00.450
03/02/2012
Mailed From 16830
US POSTAGE



NIXIE 152 SE 1 OO 03/07/12
NOT DELIVERABLE TO SENDER
UNABLE TO FORWARD

BC : 16830054249 *1173-12273-02-39
1575-200349

Notice of Proposed Termination of Court Case

March 2, 2012

RE: 2008-00570-CD

Palisades Acquisition XVI, LLC
Centurion Capital Corporation
Titan Recovery Group
Calver
Ecast Settlement
MBNA

Vs.

May M. Mahoney

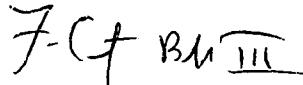
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By the Court,



F. Cortez Bell, III, Esq.
Court Administrator

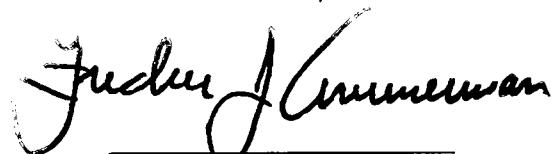
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

PALISADES ACQUISITION XVI, et al * NO. 2008-570-CD
Plaintiffs *
vs. *
MAY M. MAHONEY *
Defendant *

ORDER

NOW, this 25th day of June, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since July 14, 2008, and that a Notice of Proposed Termination of Court Case had been mailed to the parties March 2, 2012 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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