

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

CHASE BANK USA, N.A.

Plaintiff

vs.

ERIC D SMITH

Defendant

No: 08-737-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06601234 C J Pit SJS

Dec 29 2008 Document
Reinstated/Reissued to Sheriff Attorney
for service.

William A. Shaw
Prothonotary

FILED Atty pd. \$45.00
APR 23 2008 ICC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff
vs.

Civil Action No

ERIC D SMITH

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by 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 in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, CHASE BANK USA, N.A. is a corporation with offices at 3700 WISEMAN BLVD. SAN ANTONIO , TX 78251 .

2. Defendant , is adult individual(s) residing at the address listed below:

ERIC D SMITH
3 E 2ND AVE # A
DU BOIS, PA 15801

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number XXXXXXXXXXXXXXXX6293 .

4. Defendant made use of said credit card and has a current balance due of \$8358.89 .

5. Defendant is in default of the terms of the Cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.


6. Plaintiff avers that the Cardholder Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

7. Plaintiff avers that such attorneys' fees will amount to \$300.00 .

8. Plaintiff is entitled to interest at the statutory rate of 6.00% per annum from April 9, 2008.

9. Although repeatedly requested to do so by Plaintiff, Defendant has willingly failed and/or refused to pay the principal balance, and accrued interest or any part thereof to Plaintiff.

WHEREFORE, the Plaintiff prays for judgment against Defendant, ERIC D SMITH, individually, the amount of \$8358.89 with continuing interest thereon at the statutory rate of 6.00% per annum from April 9, 2008, plus attorneys' fees of \$300.00 and costs.



James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2178
Pittsburgh, PA 15219
(412) 434-7955
(412) 338-7130
WWR#06601234

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Statement for account number: 4266 8410 2809 6293

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$8,358.89	02/11/08	\$697.00	\$1,228.00



06601234

Amount Enclosed \$

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

426684102809629300122800008358890000006

00926 BEX 9 01708 D
ERIC D SMITH
3 E 2ND AVE # A
DU BOIS PA 15801-3137CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

⑈500016028⑈ 20310280962933⑈

Opening/Closing Date: 12/18/07 - 01/17/08
Payment Due Date: 02/11/08
Minimum Payment Due: \$1,228.00CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect
1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8410 2809 6293

Previous Balance	\$8,110.51
Purchases, Cash, Debits	+\$39.00
Finance Charges	+\$209.38
New Balance	\$8,358.89

Total Credit Line	\$8,500
Available Credit	\$141
Cash Access Line	\$1,700
Available for Cash	\$0

ACCOUNT INQUIRIES

P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS

P.O. Box 15153
Wilmington, DE 19886-5153

VISIT US AT:

www.chase.com/creditcards

The charge privileges on your credit card account have been revoked. You no longer have the ability to use your credit card account for purchases. We can help you get back on track. Call 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans	Amount
Date Reference Number	Merchant Name or Transaction Description
01/11	LATE FEE
	\$39.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge		Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
				Due To Periodic Rate				
Purchases	V .08216%	29.99%	\$3,430.51	\$87.38	\$0.00	\$0.00	\$87.38	
Cash advances	V .08216%	29.99%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Convenience check	V .08216%	29.99%	\$1,443.00	\$36.76	\$0.00	\$0.00	\$36.76	
Balance transfer	V .08216%	29.99%	\$3,346.57	\$85.24	\$0.00	\$0.00	\$85.24	
Total finance charges								\$209.38

Effective Annual Percentage Rate (APR): 29.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

EXHIBIT
1

ACCEPTANCE OF THIS AGREEMENT

2. TO OBTAIN CREDIT UNDER
USING YOUR ACCOUNT

paying for a transaction
 Taxes of transactions

- use your card to pay for goods or services.
paying for a transaction over a network.
- Types of Transactions:**
- Purchases:** You may use your card to pay for goods or services.
 - Checks:** We may provide you cash advance checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. But you may not use these checks to transfer balances to this account from other accounts with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks are treated as cash advances and balance transfer checks are treated as balance transfers, except as noted in this agreement or any offer we make to you. We may treat checks that we call convenience checks as balance transfer checks. However, checks that we call convenience checks and that we indicated to you are subject to the terms for cash advances, may be treated as cash advances and assessed cash advance rates and fees.
 - Balance Transfers:** You may transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we allow. But you may not transfer balances to this account from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit limit, we may process a partial balance transfer up to your available credit limit.
 - Cash Advances:** You may use your card to get cash from automatic teller machines, or from financial institutions accepting this card, or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges, or to obtain lottery tickets, casino gaming chips, race track wagers or for similar betting transactions. You may also use a third party service to make a payment on your behalf and bill the payment to this account.
 - Overdraft Advances:** If you have an eligible checking account with one of our related banks, you may link this account to your checking account under the terms of this agreement and cover an overdraft on that checking account under the terms of this agreement and your checking account agreement.

bank, you may not be able to cover an overdraft on that checking account unless you have a line of credit or a line of credit agreement with your checking account agreement.

Billing Cycle In order to manage your account, we divide time into periods called "billing cycles". Each billing cycle is approximately one month in length. For each calendar month, your account will have a billing cycle that ends in that month. Your account will have a billing cycle ending in each calendar month whether or not there is a billing statement for that billing cycle.

Authorized User Allow someone to use your account that person will be an authorized user. You can allow someone to become an authorized user on your account.

Your account will not be in good standing if you fail to pay your account bill by the due date. You will be charged a late fee of \$10.00 per month for each billing cycle ending in each calendar month unless you pay your account that person will be an authorized user. If you allow someone to use your account, that person will be an authorized user. You should think carefully before allowing anyone to become an authorized user because you are allowing that person to use the account as you can. You will remain responsible for the use of your account and each card issued on your account according to the terms of this agreement. This includes your responsibility for paying all charges on your account made by an authorized user on your account. If you lose a card, you should notify the issuer immediately. You are responsible for the card if you lose it. You are responsible for the card if you lose it. You are responsible for the card if you lose it.

You are responsible for paying all charges on your account and for keeping track of your account balance. You may request an additional card for use by an authorized user. If you do so, this act and may appear on the credit report of that authorized user. You must notify us to terminate an authorized user's permission to use your account. If you notify us, we may close the account and/or issue a new card or cards with a different account number. You should also recover and destroy any cards, checks or any other means of access to your account from that authorized user.

Credit Limit: Your credit line appears on your billing statements. We may also refer to the credit line as a credit limit or spending limit. Your billing statement also may show that only a portion of your credit line may be used for cash advances. Cash advances, including cash advance checks, are charged against the cash advance portion of your credit line, and all other transactions are charged against your credit line. You are responsible for keeping track of your account balance, including, any fees and finance charges, and

making sure it remains below your credit line. If your account balance is over your credit line for any reason, we may charge you an overdraft fee as described in this agreement. We may, but are not required to, authorize charges that go over your credit line. For most fees, but not all required fees, we will post them immediately if we ask you to pay any amount over your credit line, and you must pay us immediately if we ask you to pay any amount over your credit line.

This agreement applies to any balance over your credit line, or the cash advance At our discretion, we may increase, reduce, or cancel your credit line, or the cash advance on your credit line, at any time. However, if you have asked us not to do so, we will honor your request. Any change to your credit line will not affect your obligation

portion of your credit limit. A change to your credit limit will not increase your credit line. A change to your credit limit will pay as:

International Transactions: International transactions include any transaction that you make in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars. If you make a transaction in a foreign currency, Visa International or MasterCard International, Inc., will convert the transaction into U.S. dollars by using its respective currency conversion procedures. The exchange rate each entity uses for currency conversion is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate on the applicable processing date) or the rate in effect on the applicable processing date. The rate in effect on the date you used your card may differ from the rate in effect on the date you used your card. The rate in effect on the applicable processing date may differ from the rate on the date you used your card by an additional three percent (3%) of the amount of the transaction. We reserve the right to charge you an additional three percent (3%) of the amount of the transaction, whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa or MasterCard. In either case, the 3% will be calculated on the U.S. dollar amount of the transaction. The same process and charges may apply if an international transaction is processed by Visa or MasterCard.

If you are not required to, decline a transaction or do not use your card, we may bill you not required to, decline a transaction or do not use your card.

Visa or Mastercard: The same process will apply provided to us by the entity. The same process will apply if transaction is reversed.

American Express: We may, but are not required to, decline a transaction on your account for any of the following reasons:

- If you have exceeded your credit limit
- If you have been delinquent in making payments
- If you have been charged with fraud

- because of operational considerations
- because your account is in default
- if we suspect fraudulent or unlawful activity or
- in connection with any other review
- if you are not responsible for any losses if a trans

• because your account is used for unlawful activity or,
• if we suspect fraudulent or unlawful activity, or
• in connection for any other reason.

We are not responsible for any losses if a transaction on your account is declined for any reason, either by us or a third party, even if you have sufficient credit available.

At all times, we may require that you register your account with an identification number, and we may require that you identify you if we want you to register if you

for online transactions, we select We will notify you if we want to use your information for a purpose other than the one for which it was collected. We will also notify you if we want to use your information for a purpose other than the one for which it was collected. We will also notify you if we want to use your information for a purpose other than the one for which it was collected.

- **check. We may, but are not required to, cash a check** including the following examples:
 - **We or one of our related companies is the payee on the check.**
 - **We or one of our related companies is the payee on the check.**
 - **Your credit line or cash advance portion of your credit line has been exhausted, or would be exhausted if we paid the check.**
 - **The check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible.**
 - **You have used the check after the date specified on it.**
 - **You are in default or would be if we paid the check.**
- **Lost or Stolen Cards, Checks or Account Numbers** If any card, check, account number or other means to access your account is lost or stolen, or you think someone used or may use them without your permission, you must notify us at once by calling the Cardmember Service telephone number shown on your card or billing statement. Do not use your account after you notify us, even if your card, check, account number or other means to access your account is found or returned. We may terminate or suspend your credit privileges when you notify us of any lost, theft or unauthorized use related to your receipt.

You may be liable if there is unauthorized use of your account from which you received no benefit, but you will not be liable for more than \$50.00 of such transactions, and you will not be liable for any such transactions made after you notify us of the loss. Until you notify us, we may assume that you authorized all charges from which you received no benefit. However, you must identify for us the unauthorized charges from which you received no benefit. We may require you to provide us information in writing to help us find out what happened. We may also require you to comply with certain procedures in connection with our investigation. The accompanying envelopes include information regarding the procedures you must follow.

PAYMENTS

PAYMENTS Your billing statement and accompanying envelope include Payment Instructions You must follow for making payments and sets forth the date and time by which you must make the payment.

instructions you must follow to receive the payment which we must reserve the payment. You agree to pay us amounts you owe in U S dollars drawn on funds on deposit in a U S financial institution or the U S branch of a foreign financial institution using a payment instrument of the U S branch of a foreign financial institution by your financial institution or the U S branch of a foreign financial institution. Your total available credit may not be a check, money order or automatic debit that will be processed or honored by your financial institution. You will not accept cash payments. Your payment.

[illegible]

In full satisfaction of the conditional payments address listed on your monthly statement, there is no valid dispute or claim against the bank regarding such payments. For example, if it is determined there is no valid dispute and you are not entitled to any such payment, it is returned at any other address, we may accept any such payment but will still owe any remaining balance. We may refuse to accept any payments that you meet returning it to you, not cashing it or by destroying it. All other payments that you meet should be sent to the regular payment address shown on your monthly statements. We reserve the right to electronically collect your eligible payment checks, at first presentment and any representation from the bank account on which the check is drawn. Our receipt of your payment checks is your authorization for us to collect the amount.

EXHIBIT

We must acknowledge your letter within 30 days, unless we have contacted the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 90 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rules for Credit Card Purchases

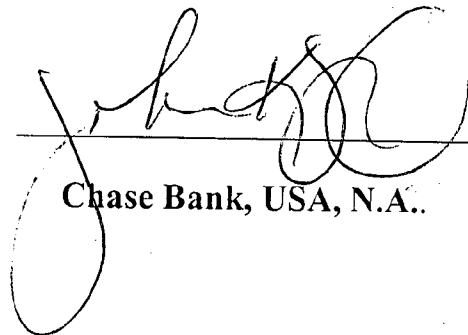
If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. This right does not apply to check transactions. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
 - (b) The purchase price must have been more than \$50.00.
- These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Copyright ©2005 JPMorgan Chase & Co. All rights reserved.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he is **John K Wells, Manager of Chase Bank, USA, N.A.**, plaintiff herein, that he is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



Chase Bank, USA, N.A..

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **104077**

CHASE BANK USA, N.A.

Case # 08-737-CD

vs.

ERIC D. SMITH

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

FILED
013:2181
AUG 04 2008
LM

William A. Shaw
Prothonotary/Clerk of Courts

NOW August 04, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ERIC D. SMITH, DEFENDANT. ATTEMPTED, DEFT. CALLED ONLY HOME AFTER 6PM CELL #591-7502.

SERVED BY: /

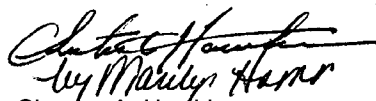
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3390590	10.00
SHERIFF HAWKINS	WELTMAN	3390590	33.19

Sworn to Before me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

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436 Seventh Avenue, Suite 1400
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(412) 434-7955
FAX: 412-338-7130
06601234 C J Pit SJS

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

APR 23 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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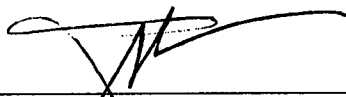
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06601234

Amount Enclosed \$

Make your check payable to Chase Card Services.
New address or e-mail? Print on back.

426684102809629300122800008358890000006

00926 BEX 9 01708 D
ERIC D SMITH
3 E 2ND AVE # A
DU BOIS PA 15801-3137



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



⑆5000 16028⑆ 20310280962933⑆



Opening/Closing Date: 12/18/07 - 01/17/08
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CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect
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Available Credit \$141
Cash Access Line \$1,700
Available for Cash \$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 15153
Wilmington, DE 19886-5153

VISIT US AT:
www.chase.com/creditcards

The charge privileges on your credit card account have been revoked. You no longer have the ability to use your credit card account for purchases. We can help you get back on track. Call 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount	
			Credit	Debit
01/11		LATE FEE		\$39.00

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EXHIBIT
1

ACCEPTANCE OF THIS AGREEMENT

you don't sign your card. Without your account within 30 days of the agreement unless you cancel your account for any purpose you have not used your account for any purpose. Throughout this agreement, the words "we," "us" and "our" mean Chase Bank USA, N.A. the issuer of your credit card and account. The words "you," "your" and "yours" mean each person responsible for complying with this agreement, including the person who applied for the account and the person to whom we address billing statements, as well as any person who agrees to be liable on the account. The word "card" means one or more credit cards or other access devices, such as a account numbers, that we have issued to permit you to obtain credit under this agreement.

20 obtain credit under
USING YOUR ACCOUNT

USING YOUR ACCOUNT ONLY FOR PERMISSIBLE PURPOSES. Your account is a consumer account and is required by law, we will not use your account for any other purpose. Unless we agree or it is required by law, we will not use your account for household purposes. Unless we agree or it is required by law, we will not use your account for merchandise or service purchases or leased through use of your account. You promise to use your account only for valid and lawful transactions. For example, internet gambling may be illegal in some places. It is not our responsibility to make sure that you use your account only for permissible transactions, and you will remain responsible for any use of your account that is not permissible.

Types of Transactions

- **Types of Transactions**
 - **Purchases:** You may use your card to pay for goods or services.
 - **Checks:** We may provide you cash advances checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. But you may not use these checks to transfer balances to this account from other accounts with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks are treated as cash advances and balance transfer checks are treated as balance transfers except as noted in this agreement or any other we make to you. We may treat checks that we call convenience checks as balance transfer checks. However, checks that we call convenience checks and that we indicated to you are subject to the terms for cash advances, may be treated as cash advances and assessed cash advance rates for cash advances, may be treated as cash advances and assessed rates of loans with other and fees.
 - **Balance Transfers:** You may transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we allow. But you may not transfer balances to this account from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit limit, we may process a partial balance transfer up to your available credit limit.
 - **Cash Advances:** You may use your card to get cash from automatic teller machines, or from financial institutions accepting this card, or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like changes or to obtain foreign tickets, cashing gaming chips, race track wagers or for similar betting transactions. You may also use a third party service to make a payment on your behalf and bill the payment to this account.
 - **Overdraft Advances:** If you have an eligible checking account with one of our related banks, you may link this account to your checking account with our related bank to cover an overdraft on that checking account under the terms of this agreement and your checking account agreement.

your checking cycle in order to manage your account well for each calendar cycle. Each billing cycle is approximately one month in length for each calendar cycle. Your account will have a billing cycle that ends in that month. Your account will have a billing cycle that ends in each calendar month whether or not there is a billing statement for that billing cycle.

Authorized users. You should think carefully before allowing anyone to become an authorized user because you are allowing that person to use the account as you can. You will remain responsible for the use of your account and each card issued on your account according to the terms of this agreement. This includes your responsibility for account charges on your account made by an authorized user on your account. If you

You will remain responsible for the use of your account. This includes your account according to the terms of this agreement. You are responsible for paying all charges on your account made by an authorized user on your account. If you may request an additional card for use by an authorized user on your account. If you do so, this act will not be an authorized user's permission to use your account. You must notify us to terminate an authorized user and/or issue a new card or cards with a different account number. You should also recover and destroy any cards, checks or any other means of access to your account from that authorized user. We may also refer to the Credit Limit. Your credit limit appears on your billing statements. We may also show that credit limit as a credit limit or spending limit. Your billing statement also may show that credit limit as a credit limit or spending limit. Your cash advance cash advance, including only a portion of your credit line may be used for cash advance portion of your credit line, cash advance checks, are charged against the cash advance portion of your credit line, and all other transactions are charged against your credit line. You are responsible for keeping track of your account balance, including any fees and finance charges, and

making sure it remains below your credit line. If your account balance is over your credit line for any reason, we may charge you an overlimit fee as described in this agreement. We may, but are not required to, authorize charges that go over your credit line. You must pay any amount over your credit line, and you must pay us immediately if we ask you to. This agreement applies to any balance over your credit line, or the cash advance. At our discretion, we may increase, reduce, or cancel your credit line, or the cash advance portion of your credit line, at any time. However, if you have asked us not to do so, we will not increase your credit line. A change to your credit line will not affect your obligation to pay us.

[illegible]

provided to us by the entity. The same process and same
transaction is repeated.

- because of operational considerations,
- because your account is in deficit,
- if we suspect fraudulent or unlawful activity or,
- in the alternative, for any other reason.

[illegible]

Refused to Pay Check: If a check is returned to the bank for any reason, we may require you to pay the check for payment. We may, but are not required to, reject and return unpaid a check for any reason, including the following examples:

- check. We may, but are not required to, include the following examples:
- We or one of our related companies is the payee on the check.
 - Your creditline or cash advance portion of your credit line has been exhausted, or would be exhausted if we paid the check.
 - The check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible.
 - You have used the check after the date specified on it.
 - You are in default or would be if we paid the check.
- Lost or Stolen Cards, Checks or Account Number: If any card, check, account number or other means to access your account is lost or stolen, or you think someone used or may use them without your permission, you must notify us at once by calling the Cardmember Service telephone number shown on your card or billing statement. Do not use your account after you notify us, even if your card, check, account number or other means to access your account is found or returned. We may terminate or suspend your credit privileges when you notify us of any loss, theft or unauthorized use related to your account.
- Unauthorized use of your account from which you receive credit is limited to \$500.00 of such transactions, and you are responsible for the return of any such amount. If you have a credit limit, then the

You may be liable if there is unauthorized use of your account from which you receive credit privileges when you notify us of any loss, theft or damage to your account. You may be liable for more than \$500.00 of such transactions, and you will not be liable for any such transactions made after you notify us of the loss, theft or damage to your account. However, you must identify for us the unauthorized charges from which you are seeking reimbursement.

will not be made in
unauthorized use. However, you must not use the
you received to benefit
We may require you to provide us information in writing to help us find out what happened.
We may also require you to comply with certain procedures in connection with our
investigation.

PAYMENTS

PAYMENTS Your billing statement and accompanying envelope include instructions you must follow for making payments and sets forth the date and time by which you must receive the payment.

Payment Instructions: Your instructions you must follow for making payments and deposits are as follows:

Deposits: You may deposit funds on deposit in a U.S. branch of a foreign financial institution using a payment instrument issued by a U.S. branch of a foreign financial institution or an automatic debit that will be processed or honored by your financial institution. Your total available credit may not be used for deposits.

Payments: You will not accept cash payments. Your total available credit may not be used for payments.

[illegible]

EXHIBIT

the check electronically, or, if needed, by a draft drawn against the bank account. Personal checks will be collected electronically by sending the check amount along with the check routing and account numbers to your bank. Your bank account may be debited as early as the same day we receive your payment. The original payment check will be destroyed and an image will be maintained in our records.

Minimum Payment. You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the next time you pay us, the last you will pay in finance charges because finance charges stop when you pay us.

Finance balance and your ending balance. The finance balance is the amount you owe us at the end of the month. If you pay more than the minimum payment due, your ending balance will be less than the finance balance.

your credit line. We also add any amount past due and any amount

Payment Allocation: You agree that we are authorized to allocate your payments and credits in a way that is most favorable to us. For example, you agree that we may apply your payments and credits to balances with lower APRs (such as revolving credit) before applying them to balances with higher APRs (such as installment loans).

Credit Balance: You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges or fees billed to your account.

Automatic Charges: You may authorize a third party to automatically charge your account for repeat transactions (for example, monthly utility charges, memberships and insurance premiums). If automatic charges are stopped for any reason (including because your account is closed or suspended for any reason) or you pay them directly, you are responsible for notifying the biller and paying these charges. We may, but are not required to, pay them directly if your account number changes. We may, but are not required to, bill you on account of your new account number change that you authorized to be billed to your old account number.

Promotions: From time to time we may offer special terms for your account. If we do, we will notify you about the terms of the offer and how long they will be in effect. Any promotion is subject to the terms of this agreement, as modified by the special offer.

PROPOSITIONAL DUES
FINANCE CHARGES

FINANCE CHARGES
Daily Periodic Rates and Annual Percentage Rates Your annual percentage rates ("APR") and the corresponding daily periodic rates are listed on the Rates and Fees Table that is at the end of this document or provided separately. To get the daily periodic rate we divide the APR by 365, and in effect always round up at the fifth digit after the decimal point. The rate on your account may vary with changes in the Prime Rate.

Table that it at the time the APR by 365, and in cases where there are more than one periodic rate we divide the APR by 365, and in cases where there are more than one place to the right of the decimal point.

Variable Rates: One or more APRs that apply to your account may vary with changes to the Prime Rate. When you have an APR that varies with changes to the Prime Rate published in *The Wall Street Journal*, we calculate the APR by adding a margin to the Prime Rate shown on your billing statement. The "Prime Rate" is the highest U.S. Prime Rate published in the Money Rates section of *The Wall Street Journal*. If *The Wall Street Journal* stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement through a separate notice.

If you do not opt-in to the Prime Rate to calculate the APR A-1 below, The Rates and

[illegible]

When the Prime Rate is 1% or more below the Prime Rate in effect on the last day of your billing cycle, we will calculate the new rate from the previous billing cycle. If our calculation results in a change to a daily periodic rate will apply as of the first day of your billing cycle that ends in the calendar month in which we made the calculation. If the daily periodic rate increases, you will have to pay a higher minimum payment.

Default Rules: Your APFs also may vary if you are in default under this agreement or any other agreement you have with us or any of our related companies for any of the following reasons:

- The following reasons:
- We do not receive, for any payment that is owed on this account or any account or loan with us, at least the minimum payment due by the date and time due.
 - You exceed your credit line on this account.
 - You make a payment to us that is not honored by your bank.
 - To the extent allowed by law, if, at any time after your account is closed, we demand immediate payment of your outstanding balance and we do not receive payment.
- See the APRs (including any promotional rates) on the back of the card.

immediate payment of your bill. If you do not pay your bill within the time we specify, we may increase the APRs (including any promotional APR) on all balances (excluding advance payments) up to a maximum of the default APR on all balances (excluding advance payments). We may consider the following factors to determine your default rate: the length of time your account has been open, the rate stated in the Rate and Fees Table. We may consider other indications of your creditworthiness, such as your payment history, your other credit obligations, assistance, seriousness and timing of the defaults on your account, other indications of your account usage and performance; information about your other relationships with us or any of our related companies; and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as of the first day of the billing cycle in which the default occurs, and will apply to purchases

balances from the previous billing cycle for which periodic finance charges have

balances from the previous billing cycle are shown on the statement. If we decide not to increase your APR even though there is a default or if we do not increase your APR up to the maximum default rate stated in the Rates and Fees Table, we reserve our right to increase your APR in the event of any future default. We may use our discretion to determine to charge reduced default rates or reinstatement fees for all or selected balances on your account.

Finance Charge Calculation—Two-Cycle Average Daily Balance Method: We calculate periodic finance charges separately for each balance associated with a different category of transactions (for example, purchases, balance transfers, balance transfer checks, cash advances, or sample, purchase, balance transfers, and each promissory). These calculations may combine several categories with the same daily periodic rates. Table 1 shows how we combine financial categories with the same daily periodic rates. Table 2 shows how we calculate finance charges for purchases in two steps, as follows:

- [illegible]

[illegible]

- We take the beginning balance for that day.
- We add to that balance any new transactions, loans, either charges, and debit adjustments that apply to that category. We add a new purchase, cash advance, balance transfer or overdraft advance, if applicable, to the daily balance as of the transaction date, or a later date of our choice. We add a new cash advance check or balance transfer check to the daily balance as of the date the cash advance check or balance transfer check is deposited by a payee, or a later date of our choice.
- We subtract from that balance any payments, credits, or credit adjustments that apply to that category and that are credited as of that day.
- We treat a credit balance as a balance of zero.
- We treat a credit balance for each category for the next day, we add the daily periodic rate to that balance for each category for the next day.

- We subtract from the total the amount of the daily periodic rate that we apply to that category and that are credited as of that date.
- We treat a credit balance as a balance of zero.
- To get the beginning balance for each category for the next day, we add the daily periodic finance charge to the daily balance. If more than one daily periodic rate is applicable to a category because the rate for the category may vary based on the amount of its average daily balance, we will use the daily periodic rate that applies to the average daily balance.
- For the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge each day. This agreement provides for daily periodic finance charges.

To get the total periodic finance charge for each day during that billing cycle, we add all of the daily compounding of finance charges.

To get the total periodic finance charge for each category for each day during that billing cycle, we add the periodic finance charge for each category for purchases, if any apply, for the previous plus the daily-periodic finance charges on purchases. If any periodic finance charge is due, we will charge you at it billing cycle. However, if any periodic finance charge stated in the Rates and Fees Table. At least the minimum periodic finance charge stated in the minimum finance charge, we add that amount to the balance for purchases made during the billing cycle.

If necessary to add an additional amount to meet the minimum finance charge, we add that amount to the balance for purchases made during the billing cycle.

The sum of the total periodic finance charge for a billing cycle will be the sum of the total periodic finance charge for each category for each day during that billing cycle.

The total finance charge on your account for a billing cycle will be the sum of the periodic finance charges plus any transaction fee finance charge.

For each category we calculate an average daily balance (including new transactions) for the billing cycle by adding all your daily balances and dividing that amount by the number of days in the billing cycle. If a periodic finance charge for purchases is made during the previous billing cycle applies, the average daily balance for purchases is calculated the same way. If you multiply the average daily balance for a category by that category's daily periodic rate, and multiply the result by the number of days in the billing cycle, the total will equal the periodic finance charges for that balance attributable to that billing cycle, except for minor variations due to rounding.

Grace Period and Actual of Finance Charge: We accrue periodic finance charges on a transaction, fee, or finance charge from the date it is added to your daily balance until payment in full is received on your account. However, we do not charge periodic finance charges on new purchases billed during a billing cycle if we receive payment by the date your New Balance by the date and state your minimum payment is due and we do not: New Balance by your New Balance on your previous billing statement by the date received payment of your payment was due. This exception of "grace period" applies only to cash advances and not to balance transfers, balance transfer checks, cash advances, or applicable

- [illegible]

Upon a request by you or us, the arbitrator will prepare a written report and award.
COSTS. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a two-thirds majority decision in favor of either party, we will pay any fees of the arbitrator and arbitration administrator for the first ten days of that hearing. The payment of any such hearing fees by us as well be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse your reasonable attorneys' fees and other costs incurred by you in connection with the arbitration proceeding, regardless of which party prevails, for arbitration and any appeal from the arbitration award, except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

CHANGES TO THIS AGREEMENT

We can change this agreement at any time, regardless of whether you have access to your account, by adding, deleting, or modifying any provision. Our right to add, delete, or modify provisions includes financial terms, such as the APRs and fees, and other terms such as the nature, extent, and enforcement of the rights and obligations you or we may have relating to this agreement. Modifications, additions, or deletions are called "Changes" or a "Change".

We will notify you of any Change if required by applicable law. These Changes may be effective with notice only, at the time stated in our notice, in accordance with applicable law. Unless we state otherwise, any Change will apply to the unpaid balance on your account and to new transactions.

CREDIT INFORMATION
We may periodically review your credit history by obtaining information from credit bureaus and others.
We may report information about you and your account to credit bureaus, including your failure to pay us on time. If you request additional cards on your account for others, we may report account information in your name as well as in the names of those other people.

NOTICES/CHANGE OF PERSONAL INFORMATION
We will send cards, billing statements and other notices to you at the address shown in our files. If it is a joint account, we can send billing statements and notices to any joint account holder. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the account.
If you change your name, address, or home, cellular or business telephone number, or email address, fill out a card to resolve billing statements or other notices online, or mail notice or immediately in writing at the address shown on your billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service. We may contact you about your account, including for customer service or collection, at any address or telephone number, as well as any cellular telephone number you provide us.
TELEPHONE RECORDING AND RECORDING
For better service, our agents may listen to and record your telephone calls with your consent. We may use the recordings for quality control, training, or other purposes. We may do so, whether you or we are the caller or the recipient of the call.

1. LIMITED CAPABILITIES
 (None) I/we provides that we may not share information about you with companies or other organizations outside of our family of companies unless you authorize the disclosure or unless the disclosure falls under another exception in the law (such as sharing information to process your transactions or in response to a subpoena). You hereby agree that, if you choose not to authorize the applicable opt out described in our Privacy Policy, you will be deemed to have authorized us to share personal information we have about you (including information related to any of the products or services you may have with any of our companies) with companies or other organizations outside of our family of companies.

ASSIGNMENT We may assign your account, any amounts you owe us, or any of our rights and obligations under this agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person.

GOVERNING LAW THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA.

THE ACCOUNT
FBI INFORMATION
 Please call the Cardmember Service telephone number on your card or billing statement if you have any questions about your account or this agreement.
YOUR BILLING RIGHTS
 Keep This Notice For Future Use
 This notice contains important information about your rights and not responsibilities under the Fair Credit Billing Act. Questions About Your Bill

In your letter, give us the following:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 90 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us and you. Finally, if we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

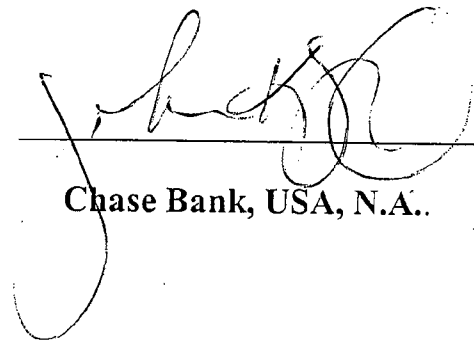
Special Rule for Credit Card Purchases
If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. This right does not apply to check transactions. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
 - (b) The purchase price must have been more than \$50.00.
- These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he is **John K Wells, Manager of Chase Bank, USA, N.A.**, plaintiff herein, that he is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



Chase Bank, USA, N.A..

CA

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

CHASE BANK USA, N.A.

Plaintiff

No. 08-737-CD

vs.

MOTION FOR ALTERNATE SERVICE

ERIC D SMITH

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED No CC.
m/11: 55 cm
NOV 10 2008
S William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff

No. 08-737-CD

vs.

ERIC D SMITH

Defendant

PLAINTIFF'S MOTION FOR ALTERNATE SERVICE

AND NOW, comes Plaintiff, by counsel, Weltman, Weinberg & Reis Co., L.P.A. and requests this Honorable Court to enter an Order allowing the Plaintiff to make service upon Defendant, Eric D Smith, by certified U.S. Mail and Certificate of Mailing, addressed to 3 E 2ND Ave #A, Du Bois, Pa 15801, averring in support thereof the following:

1. On or about April 23, 2008, Plaintiff filed a Complaint in Civil Action against Defendant to recover the unpaid balance due Plaintiff from Defendant in the amount of \$8358.89.
2. When the Sheriff of Clearfield County, Pennsylvania, attempted to make service of Plaintiff's Complaint on Defendant, the Sheriff was unable to do so, as evidenced by the Sheriff's return, a true and correct copy of which is attached hereto, marked Exhibit "1", and made a part hereof.
3. Upon receipt of the Sheriff's return of no service, Plaintiff conducted an investigation with the United States Postal Service to confirm the physical address of the Defendant.

4. Pursuant to Plaintiff's request for information, the United States Postal Service confirmed Defendant's physical address of 3 E 2ND Ave #A, Du Bois, Pa 15801, a true and correct copy of Plaintiff's Postal Request is attached hereto, marked as Exhibit "2", and made a part hereof.

5. Plaintiff conducted an online white pages search and was unable to confirm a current address for Defendant of 3 E 2ND Ave #A, Du Bois, Pa 15801.

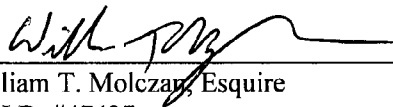
6. Plaintiff contacted the Clearfield County Tax Assessment office, a representative from which confirmed the Defendant as being the registered owner of 3 E 2ND Ave #A, Du Bois, Pa 15801.

7. Upon receipt of the Sheriff's return of no service, Plaintiff conducted an investigation with the LexisNexis Total Research System to confirm the physical address of the Defendant.

8. Pursuant to Plaintiff's request for information, LexisNexis Total Research System could not confirm Defendant's physical address of 3 E 2ND Ave #A, Du Bois, Pa 15801.

9. Based upon the foregoing, Plaintiff believes and therefore avers that Defendant is attempting to avoid service of process in the above-captioned matter and Plaintiff therefore seeks an Order of Court, pursuant to Pennsylvania Rule of Civil Procedure 430, granting Plaintiff leave to serve its Complaint on Defendant by alternative means.

WHEREFORE, Plaintiff requests this Honorable Court to enter an Order pursuant to PA.R.C.P. 430(a), authorizing the Plaintiff to serve Defendant by Certified U.S. Mail and Certificate of Mailing sent to an address (3 E 2ND Ave #A, Du Bois, Pa 15801) at which Defendant is presently receiving mail according to information obtained from the Post Office, or by allowing service by a competent adult.



William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue


Pittsburgh, PA 15219

(412) 434-7955

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Motion for Alternate Service was served on the 7th day of November, 2008, by first class, U.S. Mail, postage-prepaid, addressed as follows:

Eric D Smith
3 E 2ND Ave #A
Du Bois, Pa 15801



Attorney for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **104077**

Case # 08-737-CD

CHASE BANK USA, N.A.

vs.

ERIC D. SMITH

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

FILED
013:2181
AUG 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

NOW August 04, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ERIC D. SMITH, DEFENDANT. ATTEMPTED, DEFT. CALLED ONLY HOME AFTER 6PM CELL #591-7502

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3390590	10.00
SHERIFF HAWKINS	WELTMAN	3390590	33.19

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

SEP -2 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

BROOKLYN HTS., OH
216.739.5100
BURLINGTON, NJ
609.914.0437
CHICAGO, IL
312.782.9676
CINCINNATI, OH
513.723.2200
CLEVELAND, OH
216.685.1000

WELTMAN, WEINBERG & REIS CO., L.P.A.

ATTORNEYS AT LAW



COLUMBUS, OH
614.228.7272
DEERFIELD, IL
847.940.9812
DETROIT, MI
248.362.6100
GROVE CITY, OH
614.801.2600
PHILADELPHIA, PA
215.599.1500

June 24, 2008

Postmaster
Du Bois, Pa 15801

Request for Change of Address or Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Eric D Smith
Address: 3 E 2nd Ave #A
Du Bois, Pa 15801

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: William T. Molczan, Esquire, Attorney for Plaintiff, Chase Bank Usa, N.A.
2. Statute or regulation that empowers me to serve process : N/A
3. The names of all known parties to the litigation: Chase Bank Usa, N.A. VS. Eric D Smith
4. The Court in which the case has been or will be heard: Court of Common Pleas of Clearfield County
5. The docket or other identifying number if one has been issued: 08-737-CD
The capacity in which this individual is to be served: Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Signature

Samantha Shields
Printed Name

FOR POST OFFICE USE ONLY

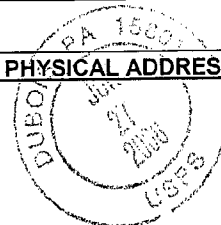
BOX HOLDER'S POSTMARK

- ☐ Not known at address given.
☐ Moved, left no forward address.
☐ No such address.
☐ No change of address on file
☒ Good as Addressed

WWR#06601234

NEW ADDRESS or NAME and STREET ADDRESS

PLEASE INDICATE PHYSICAL ADDRESS



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

CHASE BANK USA, N.A.

NO. 08-737-CD

Plaintiff

vs.

ERIC D SMITH

Defendant

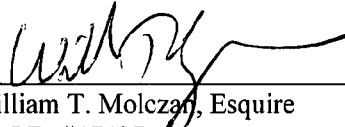
AFFIDAVIT PURSUANT TO PA R.C.P. 430 (a)

BEFORE ME, a Notary Public, in and for the foregoing County and Commonwealth, personally appeared William T. Molczan, Esquire, of Weltman, Weinberg & Reis, Co., L.P.A., attorneys for Plaintiff, and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of Defendant named in the above-captioned matter.

- a. Plaintiff requested current address information from the United States Postal Service, which request for information confirmed the current address for Defendant as being 3 E 2ND Ave #A, Du Bois, Pa 15801. A true and correct copy of the Postal Service Return is marked Exhibit "2" attached hereto and made a part hereof.
- c. Plaintiff requested current address information from the LexisNexis Total Research System, which request for information could not confirm the current address for Defendant as being 3 E 2ND Ave #A, Du Bois, Pa 15801.
- d. Plaintiff contacted the tax-assessment office, a representative for which confirmed the Defendant as being the registered owner of 3 E 2ND AVE #A, Du Bois, Pa 15801.

Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant,
Eric D Smith, is 3 E 2ND Ave #A, Du Bois, Pa 15801.

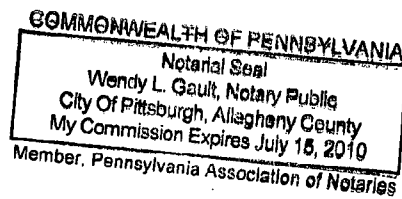
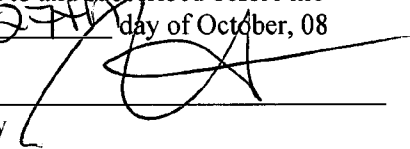
WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

Sworn to and subscribed before me
this 27th day of October, 08

Notary



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

CHASE BANK USA, N.A.,
Plaintiff

vs.

ERIC D. SMITH,
Defendant

*
*
*
*
*

NO. 08-737-CD

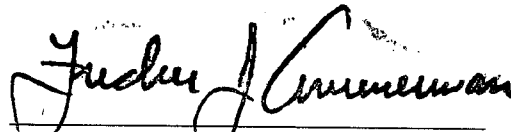
ORDER

NOW, this 14th day of November, 2008, the Plaintiff is granted leave to serve the Complaint in Civil Action upon the Defendant **ERIC D. SMITH** by:

1. Publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal;
2. By first class mail to 3 E. 2nd Avenue #A, DuBois, PA 15801; and
3. By certified mail, return receipt requested to 3 E. 2nd Avenue #A, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED 300
014:0084
NOV 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff

No. 08-737-CD

vs.

PRAECIPE TO REINSTATE COMPLAINT

ERIC D SMITH

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS, CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06601234

FILED

DEC 29 2008

Attg pd. 7.00

Comp. Reinstated

to Attg

William A. Shaw
Prothonotary/Clerk of Courts

(612)

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-737-CD

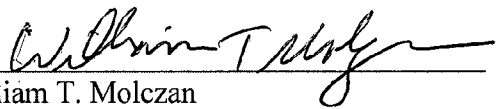
ERIC D SMITH

Defendants

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

William T. Molczan

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #06601234

3
FILED 1cc Atty
m/12:17m Molczan
JAN 30 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff

vs.

ERIC D SMITH

Defendant

No. 08-737-CD

AFFIDAVIT OF SERVICE OF COMPLAINT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06601234

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

CHASE BANK USA, N.A.

Plaintiff
vs.

No. 08-737-CD

ERIC D SMITH
Defendant

AFFIDAVIT OF SERVICE OF COMPLAINT

Before me, the undersigned authority, personally appeared William T Molczan, Esquire, who, being duly sworn according to law, deposes and says that on January 9, 2009, he did cause to be sent to Defendant, Eric D Smith, Plaintiff's Complaint by Certificate of Mailing Postal Form 3817 and on January 9, 2009, he did cause to be sent to Defendant, Eric D Smith, Plaintiff's Complaint by Certified Mail, Return Receipt requested, directed to the Defendant at his last known address of 3 E 2nd Ave, #A, DuBois, PA 15801. True and correct copy of Plaintiff's Certificate of Mailing PS Form 3817 is attached hereto, marked as Exhibit "1" and made a part hereof. Furthermore, true and correct copy of Plaintiff's Receipt for Certified Mail is attached hereto, marked as Exhibit "2" and made a part hereof.

As the Order of Court states, service is deemed to be perfected as of January 9, 2009, the date of mailing.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

William T Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Wendy L. Gault, Notary Public

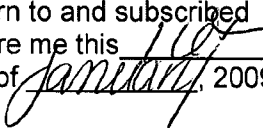
City Of Pittsburgh, Allegheny County

My Commission Expires July 15, 2010

Member, Pennsylvania Association of Notaries

(412) 434-7955

WWR#06601234

Sworn to and subscribed
before me this 
day of January, 2009.

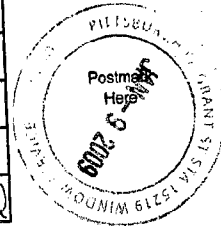
NOTARY PUBLIC

EST 942E 1000 0510 9002

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 7.76
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.16

Sent To: ERIC D SMITH
Street, Apt. No., or PO Box No. 3 E 2nd AVE #A
City, State, ZIP+4 DUBOIS PA 15801

PS Form 3800, August 2006 See Reverse for Instructions



**UNITED STATES
POSTAL SERVICE™**

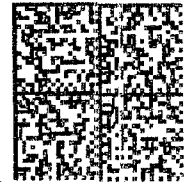
**Certificate of
Mailing**

FIRST CLASS

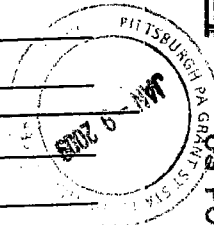
This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.
This form may be used for domestic and international mail.

From: Weltman, Weinberg & Rels Co.
1400 Koppers Bldg.
436 7th Ave.
Pittsburgh, PA 15219
(412) 434-7955

To: ERIC D SMITH
3 E 2nd AVE #A
DUBOIS PA 15801



neopost™



Mailed From 15219
US POSTAGE

\$01.10

049J82041982

PS Form 3817, April 2007 PSN 7530-02-000-9065

EXHIBIT

2

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

CHASE BANK USA, N.A.

Plaintiff

vs.

ERIC D SMITH

Defendant

No. 08-737-CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T Molczan, Esquire
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06601234
Judgment Amount \$ 9102.71

5 **FILED** *pt 18 2009*
m/12:00pm
MAR 11 2009 *iced notice to*
del
Statement to
Atty.
William A. Shaw
Prothonotary/Clerk of Courts

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-737-CD

ERIC D SMITH

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on March 11, 2009

(xx) Assumpsit Judgment in the amount
 of \$9102.71 plus costs.

() Trespass Judgment in the amount
 of \$_____ plus costs.

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 (xx) Default
 ☐ Verdict
 ☐ Arbitration
 Award

Prothonotary

By: William L. [Signature]
PROTHONOTARY (OR DEPUTY)

ERIC D SMITH
3 E 2ND AVE #A
DU BOIS, PA 15801

Plaintiff's address is:
c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-737-CD

ERIC D SMITH

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

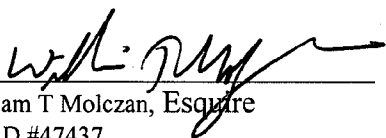
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, ERIC D SMITH above named, in the default of an Answer, in the amount of \$9102.71 computed as follows:

Amount claimed in Complaint	\$8358.89
Interest from April 9, 2008 to February 26, 2009 at the legal interest rate of 6% per annum	\$443.82
Attorney's fees	\$300.00
TOTAL	\$9102.71

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
William T Molczan, Esquire
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06601234

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 3 E 2ND AVE #A, DU BOIS PA 15801

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

CHASE BANK USA, N.A.

Plaintiff

Case No. 08-737-CD

vs.

ERIC D SMITH

Defendant.

IMPORTANT NOTICE

TO:
ERIC D SMITH
3 E 2ND AVE # A
DU BOIS, PA 15801

Date of Notice: 2/6/09

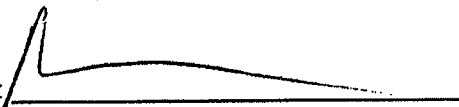
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE, IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFILED COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA. 16830
(814) 765-2641, EXT 50-51

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Matthew Urban
P.A.I.D.# 90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, 1400 Koppers Building
Pittsburgh, PA 15219
Phone: (412) 434-7955
6601234 J PIT T4M

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

CHASE BANK USA, N.A.

Case no: 08-737-CD

Plaintiff

NON-MILITARY AFFIDAVIT

vs.

ERIC D SMITH

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant, ERIC D SMITH is not in the military service.

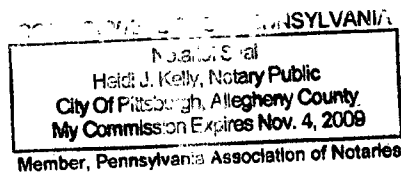
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, ERIC D SMITH is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 3rd day
of March, 2009.


NOTARY PUBLIC



This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

MAR-04-2009 12:19:42



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SMITH	ERIC	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:BLFUIFYFCIN

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

Chase Bank USA, N.A.
Plaintiff(s)

No.: 2008-00737-CD

Real Debt: \$9102.71

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Eric D. Smith
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 11, 2009

Expires: March 11, 2014

Certified from the record this March 11, 2009



LM

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

COPY

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

CHASE BANK USA, N.A.

Plaintiff

vs.

ERIC D SMITH

Defendant

TIMBERLAND FEDERAL CREDIT UNION,

Garnishee,

No. 08-737-CD

**PRAECIPE FOR WRIT OF EXECUTION
(BANK ATTACHMENT and LEVY)**

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06601234

FILED

m 13:12 PM
JUL 09 2009

William A. Shaw
Prothonotary/Clerk of Courts

Any pd. 20.00
300 @ 6 wnts
to Sheriff

(610)

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-737-CD

ERIC D SMITH

Defendant

TIMBERLAND FEDERAL CREDIT UNION,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against ERIC D SMITH, Defendant
3. against TIMBERLAND FEDERAL CREDIT UNION, Garnishee
4. Judgment Amount \$ 9102.71
- Interest \$ 146.64
- Costs \$
- SUBTOTAL:** \$ **9249.35**
- Costs (to be added by Prothonotary): **Prothonotary costs** \$ 142.00

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: William T. Molczan
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06601234

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CHASE BANK USA, N.A.
Plaintiff

No. 08-737 CD

vs.

ERIC D SMITH

Defendant

TIMBERLAND FEDERAL CREDIT UNION
Garnishee

WRIT OF EXECUTION
NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. SUCH PROPERTY IS SAID TO BE EXEMPT. No matter what you may owe, there is a DEBTOR'S EXEMPTION established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
TELEPHONE NO.: 1-800-692-7375

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

☐ (1) set aside in kind (specify property, to be set aside in kind:

☐ (2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: ☐ in cash ☐ in kind

(specify property): _____

(b) Social Security benefits on deposit in the amount of \$ _____

(c) Other (specify amount & basis for exemption): _____

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: _____ Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

COPY

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

CHASE BANK USA, N.A.
Plaintiff

vs.

Civil Action No. 08-737-CD

ERIC D SMITH
Defendant

TIMBERLAND FEDERAL CREDIT UNION
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ERIC D SMITH Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FEDERAL CREDIT UNION, as garnishee, 821 Beaver Dr Du Bois, PA 15801 and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
 - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due\$ 9249.35

Costs to be added..... \$

142.00

Prothonotary costs

Prothonotary


Deputy

DATED: 7/19/09
WWR#06601234

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

CHASE BANK USA, N.A.

Plaintiff

No. 08-737-CD

vs.

**INTERROGATORIES IN ATTACHMENT
TIMBERLAND FEDERAL CREDIT UNION**

ERIC D SMITH

Defendant

and

TIMBERLAND FEDERAL CREDIT UNION

Garnishee

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06601234

FILED 2cc
7/13/09 Sheriff
JUL 09 2009
(610)

William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No.: 08-737-CD

ERIC D SMITH

Defendant

and

TIMBERLAND FEDERAL CREDIT UNION

Garnishee

TO: TIMBERLAND FEDERAL CREDIT UNION Suggested Reference No.: XXX-XX-6425
821 Beaver Dr
Du Bois, PA 15801

RE: ERIC D SMITH
3 E 2ND AVE #A
DU BOIS, PA 15801

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

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

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

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: William T. Molczan
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06601234

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is _____
(Name)

_____ of _____, garnishee herein,
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

(SIGNATURE)

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

CHASE BANK USA, N.A.

Plaintiff

vs.

ERIC D SMITH

Defendant

No. 08-737-CD

**PRAECIPE FOR JUDGMENT AGAINST
GARNISHEE**

TIMBERLAND FEDERAL CREDIT UNION

Garnishee

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06601234

5
FILED
m/1:49pm
SEP 11 2009
1000 notice
to Garnishee
William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-737-CD

ERIC D SMITH

Defendant

TIMBERLAND FEDERAL CREDIT UNION

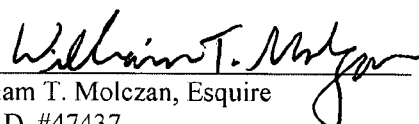
Garnishee

PRAECIPE FOR JUDGMENT AGAINST GARNISHEE

TO THE PROTHONOTARY:

Kindly enter Judgment against the Garnishee, TIMBERLAND FEDERAL CREDIT UNION , in the amount of \$9842.55, which is the amount Defendant owes to Plaintiff and which amount Garnishee has admitted owing to the Defendant, in answers to Interrogatories.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
William T. Molezan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06601234

I hereby certify that the address of the Plaintiff is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Garnishee is: 821 BEAVER DRIVE, DU BOIS, PA 15801

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-737-CD

ERIC D SMITH

Defendant

TIMBERLAND FEDERAL CREDIT UNION

Garnishee

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☐ Defendant
 ☒ Garnishee

You are hereby notified that the
following Order or Judgment was
entered against you on 9-11-09

(xx) Assumpsit Judgment in the amount
 of \$9842.55 plus costs.

() Trespass Judgment in the amount
 of \$ _____ plus costs.

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration
 Award

Prothonotary

TIMBERLAND FEDERAL CREDIT UNION
821 BEAVER DRIVE
DU BOIS, PA 15801

By: Willie L. Lister en
PROTHONOTARY (OR DEPUTY)

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

CHASE BANK USA, N.A.
Plaintiff

vs.

Civil Action No. 08-737-CD

ERIC D SMITH
Defendant

TIMBERLAND FEDERAL CREDIT UNION
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ERIC D SMITH Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FEDERAL CREDIT UNION, as garnishee, 821 Beaver Dr Du Bois, PA 15801 and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
 - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due\$ 9249.35

Costs to be added..... \$

Prothonotary 142.00 Prothonotary costs

Received this writ this 10th day July A.D. 2009
of July At 9:00 A.M./P.M. Deputy [Signature]

DATED: 7/9/09
WWR#06601234

Charles A. Hawley
Sheriff [Signature]

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

CHASE BANK USA, N.A.

Plaintiff

No. 08-737-CD

vs.

**INTERROGATORIES IN ATTACHMENT
TIMBERLAND FEDERAL CREDIT UNION**

ERIC D SMITH

Defendant

and

TIMBERLAND FEDERAL CREDIT UNION

Garnishee

FILED ON BEHALF OF:
Plaintiff

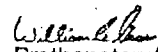
COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06601234

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

JUL 09 2009

Attest.


Prothonotary/
Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No.: 08-737-CD

ERIC D SMITH

Defendant

and

TIMBERLAND FEDERAL CREDIT UNION

Garnishee

TO: TIMBERLAND FEDERAL CREDIT UNION Suggested Reference No.: XXX-XX-6425
821 Beaver Dr
Du Bois, PA 15801

RE: ERIC D SMITH
3 E 2ND AVE #A
DU BOIS, PA 15801

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason? **NO**

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant. **NO**

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest? **NO**

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest? **NO**

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof? **NO**

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you? **NO**

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis. **NO**

8: If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account. Mr. Smith has a savings & checking account. The balance in the savings is \$9,305.00. The balance in the checking is \$1,215.19

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: William T. Molczan
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06601234

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Jenn Spindler
(Name)

Collection Officer of Timberland FCU, garnishee herein,
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

Jenn Spindler
(SIGNATURE)

FILED ICC + ICert
m/14/4m of Sat issued
NOV 19 2009 to Atty Warmbrodt
William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff

vs.

ERIC D SMITH

Defendant(s)

No. 08-737-CD

PRAECIPE FOR SATISFACTION OF
JUDGMENT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. # 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7999

WWR#6601234 CH1

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-737-CD

ERIC D SMITH

Defendant(s)

PRAECIPE FOR SATISFACTION OF JUDGMENT

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned Judgment.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

James C. Warmbrodt, Esquire

PA I.D. # 42524

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue

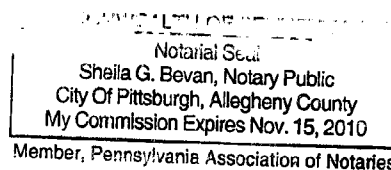
Pittsburgh, PA 15219

(412) 434-7999

WWR #6601234

Sworn to and subscribed
before me this 11th
day of October, 09


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

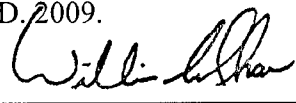

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

Chase Bank USA, N.A.	No.: 2008-00737-CD
	Debt: \$\$9,842.55
Vs.	Atty's Comm.:
Eric D. Smith	
	Interest From:
Timberland Credit Union	Cost: \$7.00

NOW, Thursday, November 19, 2009 , directions for satisfaction having been received,
and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 19th day of November, A.D. 2009.


Prothonotary 

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: James C. Warmbrodt, Esquire

I.D. No. 42524

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 06601234

Attorney for Plaintiff(s)

FILED

DEC 02 2009

5 m/l 2:25 (11:20)
William A. Shaw
Prothonotary/Clerk of Courts
2 sent to Htc

CHASE BANK USA, NA

Clearfield County
Court of Common Pleas

vs.

ERIC D SMITH

NO. 08-737-CD

and

TIMBERLAND FEDERAL CREDIT UNION

Garnishee(s)

PRAECIPE TO SATISFY ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

Kindly marked the above matter satisfied as to Garnishee(s), TIMBERLAND
FEDERAL CREDIT UNION, only.

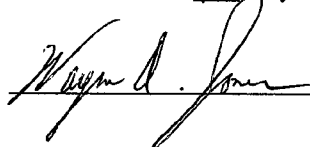
WELTMAN, WEINBERG & REIS CO., L.P.A.

By

James C. Warmbrodt, Esquire
Attorney for Plaintiff

Sworn and subscribed

Before me the 25th day of November, 2009



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21003
NO: 08-737-CD

PLAINTIFF: CHASE BANK USA, N.A.

vs.

DEFENDANT: ERIC D. SMITH

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

DATE RECEIVED WRIT: 7/10/2009

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/27/2012

DETAILS

@ SERVED ERIC D. SMITH

ERIC D. SMITH, DEFENDANT, WAS NOT SERVED AT 3 EAST 2ND AVENUE #A, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA DEFENDANT IS TRUCK DRIVER LEAVING FOR FLORIDA FOR UNKNOWN PERIOD.

8/4/2009 @ 9:20 AM SERVED TIMBERLAND FEDERAL CREDIT UNION

SERVED TIMBERLAND FEDERAL CREDIT UNION, 821 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JEN EISMON, ASSISTANT MANAGER

A TRUE AND ATTESTED COPY OF THE ORIGINAL WIRT OF EXECUTION AND INTERROGATORIES TO GARNISHEE.

@ SERVED

NOW, MARCH 27, 2012 RETURN WRIT AS TIME EXPIRED.

5 FILED
03:22 P.M. GK
MAR 27 2012 No CC
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21003
NO: 08-737-CD

PLAINTIFF: CHASE BANK USA, N.A.
vs.
DEFENDANT: ERIC D. SMITH



Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

SHERIFF HAWKINS \$104.96

SURCHARGE \$30.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

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

CHASE BANK USA, N.A.
Plaintiff

vs.

Civil Action No. 08-737-CD

ERIC D SMITH
Defendant

TIMBERLAND FEDERAL CREDIT UNION
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ERIC D SMITH Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FEDERAL CREDIT UNION, as garnishee, 821 Beaver Dr Du Bois, PA 15801 and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
 - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due \$ 9249.35

Costs to be added..... \$

142.00

Prothonotary costs

Prothonotary

Received this writ this 10th day
of July A.D. 2009
At 9:00 A.M./P.M.


Deputy

DATED: 7/9/09
WWR#06601234

Charles A. Henderson
Sheriff Dry Cynthia Butler - Clearfield

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME ERIC D. SMITH

NO. 08-737-CD

NOW, March 27, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Eric D. Smith to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	9.00
MILEAGE LEVY	20.90
MILEAGE POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE HANDBILLS	1.76
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	9.00
ADD'L POSTING	
ADD'L MILEAGE	41.80
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	2.50
TOTAL SHERIFF COSTS	\$104.96

DEBT-AMOUNT DUE	9,102.71
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	30.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	146.64
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$9,526.31

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	104.96
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$246.96
TOTAL COSTS	\$9,526.31

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff