

08-1454-CD
Cavalry Portfolio vs Donna Crowell

2051957

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF
DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC as assignee of Hilco
Receivables, LLC as assignee
of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL

88 53 BLVD

COALPORT PA 16627

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY 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 JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

FILED

m 9:35a.m 6K
AUG 08 2008

1cc ATTY

1 COMPL. TO SHFF

William A. Shaw
Prothonotary/Clerk of Courts Atty PAID 95.00

COMPLAINT IN CIVIL-ACTION

1. Plaintiff is a debt buyer and successor in interest to the original creditor as set forth in the caption of this Complaint.

2. At all times relevant hereto, the defendant(s) was the holder of a credit card, which at the request of the defendant(s) was issued to the defendant(s) by the plaintiff under the terms of which the plaintiff agreed to extend to defendant(s) the use of plaintiff's credit facilities.

3. Defendant(s) accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

4. The defendant(s) received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff. A true and correct copy of the Statement of Account, if available, is attached hereto as Exhibit "A".

5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$6,780.93.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$6,780.93 but the defendant(s) has failed and refused and still refuses to pay the same or any part

thereof.

7. Defendant's last payment on account was made on November 19, 2005.

8. Unless the undersigned hears from the Defendant in writing within thirty (30) days after receipt of this Complaint that the Defendant disputes the validity of the debt, or any portion thereof, the undersigned will assume the debt is valid. If Defendant notifies the undersigned in writing that the debt or any portion thereof is disputed, the undersigned will obtain verification of the debt or, if the debt is founded upon a judgment, a copy of the judgment will be obtained, and the undersigned will mail the Defendant a copy of such verification or judgment. Upon written request within thirty (30) days, the undersigned will provide the Defendant with the name and address of the original creditors, if different from the current creditor. This pleading is an attempt to collect a debt and any information obtained will be used for that purpose.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$6,780.93 plus applicable costs, interest and attorney's fees.

GORDON & WEINBERG, P.C.

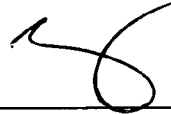
BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

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

A handwritten signature in black ink, consisting of a stylized 'F' and 'W' combined into a single fluid stroke.

FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"



DONNA J CROWELL

Bank of America

Customer Corner

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance \$4,569.73

Total Credit Line	\$5,000.00	Available Credit	\$430.27
Cash Limit	\$5,000.00	Available Cash	\$430.00
Overlimit Amount	\$0.00	Billing Date	06/25/05
Minimum Payment Due	\$25.00	Payment Due Date	08/19/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number	E627R50
Miles Earned on Purchases	162
Total Miles Earned This Cycle	162

Transactions

View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT
				CR=CREDIT
Apr 29	Apr 28	24810436118004145588748	QVC*2115999205*1 OF 3 800-367-8444 PA	\$12.00
Apr 30	Apr 29	24810436118004079847513	QVC*2681576700 800-367-8444 PA	\$56.35
May 03	May 02	24435146122004085292516	PCS*STATE QUAR_82 800-841-8028 CT	\$16.95
May 10	May 09	24435146129004085087538	DANMAY'S CLOCK INSTRS 888-5DANMINT CT	\$35.80
May 11	May 11	13185400010117000082069	PAYMENT - THANK YOU	CR \$50.00
May 12	May 11	74810436131004014704087	QVC CREDIT 800-367-8444 PA	CR \$2.13
May 18	May 17	24435146137004099057354	DANMAY 888-5DANMINT CT	\$22.90
May 22	May 21	24717056141731410518007	FEATURE FILMS FOR FAMILIES800-3284598 UT	\$20.90
May 25	May 24	74001365144000883951544	COALPORT M/1135 MAIN STRECOALPORT PA	\$301.50
May 26	May 25	74001365144000883951544	FINANCE CHARGE***CASH ADVANCE FEE	\$10.00
May 26	May 25		CARDHOLDER SECURITY PLAN 1.888.688.8938	\$34.02
May 26	May 25		PERIODIC FINANCE CHARGE	\$15.00

Account Summary

Previous Balance		\$4,097.55
Purchases	+	\$183.70
Cash Advances	+	\$301.50
Other Debits	+	\$34.02
Credits	-	\$2.13
FINANCE CHARGE	+	\$25.00
Payments	-	\$50.00
New Balance	=	\$4,569.73

Bank of America

0005000 0002509 0456973 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627

Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	08/19/05
Total Minimum Payment Due	\$25.00

New Balance: \$4,569.73

Amount Enclosed



Make check or money order payable to Bank of America.

This is an electronic reproduction of your statement and includes account information only.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT
FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "v" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 25 days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation Method - Average Daily Balance (Including New Transactions)

For each day in the Billing Cycle, we take your beginning balance, add any new transactions or other debits (including other fees and charges) and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Finance Charge for that day. We add these Periodic Finance Charges to your Daily Balance to get the beginning balance for the next day.

To get your total Periodic Finance Charge for this Billing Cycle, we add all of the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily periodic rate times the number of days in the Billing Cycle rounded to the next highest cent. To determine an Average Daily Balance, we add your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the Statement Date of the Statement on which the transaction appears.

Account Renewal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing Balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.848.6090. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.838.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call as collect at 1.757.677.4701.

Service for Hearing-Impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to: BANK OF AMERICA, PO BOX 1758, NEWARK, NJ 07101-1758

BILLING RIGHTS SUMMARY

In Case of Error or Billing Inquiries

If you think your bill is wrong, or if you need more information about a transaction on your bill, you may write to us at PO Box 1390, Norfolk, VA 23501-1390, call us at the Customer Service number on the front of the billing statement, or notify us on-line at www.bankofamerica.com. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem occurred.

In your letter, give us the following information:

- 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 unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account on-line at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address _____

City _____

State _____

Zip _____

Home Phone _____

Work Phone _____

E-mail Address _____

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit payments mailed with the enclosed payment coupon and received by us at either the P.O. Box on the front or the P.O. Box above no later than noon as of the date we receive it. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfer; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-9724

Bank of America 

Page 3 of 6

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	1.900%	0.00521% D	\$3,631.73	\$5.68 P
Cash	19.990%	0.05477%v D	\$572.47	\$9.41 P

ANNUAL PERCENTAGE RATE 19.990%

v=Variable

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 4 of 6

Customer Corner

DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16827-9384

Convenience Check

5690

18-4/1220

Pay to the
Order of

VOID

\$

VOID

This check cannot be used to pay a Bank of America credit card account.

Dollars

Bank of America

Payable through
Bank of America, N.A.
Pasadena, CA

DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16827-9384

Convenience Check

5691

18-4/1220

Pay to the
Order of

VOID

\$

VOID

This check cannot be used to pay a Bank of America credit card account.

Dollars

Bank of America

Payable through
Bank of America, N.A.
Pasadena, CA

Bank of America



More Miles, More Freedom, More Ways to Pay!

Just use the enclosed checks like cash.

Now you can plan in advance for all your purchases with the enclosed checks*. Use them just like cash to pay bills where credit cards aren't accepted, or simply deposit them into your checking account. With these checks you can enjoy:

Miles Another way to earn Dividend Miles®! These checks earn you one Dividend Mile for every dollar you spend.

Freedom Use the enclosed checks for home improvement projects, to pay college tuition, to plan for your next vacation or whatever you need. Write your checks up to your available credit line. To confirm how much credit you have, simply call the number on the back of your card.

Ways to Pay Your checks are good until 06/30/05 and will post to your US Airways® Visa® Card account as a cash advance.

*Please see Terms and Conditions on the reverse side for the important terms and limitations relating to this offer.
888-USCAMPFNL-605
PC887

FEDERAL RESERVE BOARD OF GOVERNORS, REG. CC

Endorse Check Here

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

FEDERAL RESERVE BOARD OF GOVERNORS, REG. CC

Endorse Check Here

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

* For a reminder of the contractual terms associated with your US Airways Visa Card account, please see your Cardholder Agreement.

The Cash Advance Fee for each cash advance is an amount equal to 3% of each cash advance, with a \$10 minimum. Please be sure to consider the Cash Advance Fee when completing each of these checks so that you do not incur any over-limit fees.

This is a limited time offer, which expires on 6/30/05, and you will not earn Dividend Miles on balances posted to your account on any other convenience checks.

+For Visa Gold and Visa Classic cardholders, Dividend Miles earned from the use of these checks will not be included in your annual mileage cap accumulation. Mileage may be subject to certain limitations, exclusions and restrictions. Visa Signature® and Visa Platinum cardholders will not earn double miles for US Airways ticket purchases with these checks. All Dividend Miles terms and conditions apply.

These checks may not be used to pay a Bank of America loan or credit card account.

US Airways is not responsible for products and services offered by Bank of America. All credit decisions are made solely at the discretion of Bank of America.



DONNA J CROWELL



Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance \$4,774.32

Total Credit Line	\$5,000.00	Available Credit	\$225.88
Cash Limit	\$5,000.00	Available Cash	\$225.00
Overlimit Amount	\$0.00	Billing Date	08/25/05
Minimum Payment Due	\$32.25	Payment Due Date	07/20/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number E627R50
Miles Earned on Purchases 188
Total Miles Earned This Cycle 188

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
May 27	May 28	74001355146000556861570	COALPORT M/1135 MAIN STRECOALPORT PA	\$101.50
May 27	May 27	74001355146000556861570	***FINANCE CHARGE***CASH ADVANCE FEE	\$10.00
Jun 01	May 31	24810435151004089773942	QVC*2115588205*2 OF 3 800-387-9444 PA	\$12.00
Jun 04	Jun 03	24862185154000501737579	GTH*XPRESS 101 800-357-8213 NY	\$129.00
Jun 10	Jun 09	18185400010104700138533	PAYMENT - THANK YOU	CR \$150.00
Jun 18	Jun 17	24435145188004092118963	D&M*DECEMBER 888-60ANNMT CT	\$22.90
Jun 23	Jun 21	24717065173131732982842	FEATURE FILMS FOR FAMILIES800-3284508 UT	\$20.00
Jun 25	Jun 25		CARDHOLDER SECURITY PLAN 1.888.088.0938	\$35.54
Jun 25	Jun 25		PERIODIC FINANCE CHARGE	\$22.26

Account Summary

Previous Balance		\$4,589.73
Purchases	+	\$185.30
Cash Advances	+	\$101.50
Other Debits	+	\$35.54
Credits	-	\$0.00
FINANCE CHARGE	+	\$32.25
Payments	-	\$150.00
New Balance	=	\$4,774.32



0015000 0003225 0477432 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627

Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	07/20/05
Total Minimum Payment Due	\$32.25

New Balance: \$4,774.32

Amount Enclosed



Make check or money order payable to Bank of America.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "v" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applied each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 25 days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

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To get your total Periodic Finance Charge for this Billing Cycle, we add all of the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily periodic rate times the number of days in the Billing Cycle rounded to the next highest cent. To determine an Average Daily Balance, we add your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the Statement Date of the Statement on which the transaction appears.

Account Removal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing Balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.948.6090. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.838.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

Service for Hearing-Impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to: BANK OF AMERICA, PO BOX 1754, NEWARK, NJ 07101-1754

BILLING RIGHTS SUMMARY

In Case of Error or Billing Inquiries

If you think your bill is wrong, or if you need more information about a transaction on your bill, you may write to us at PO Box 1390, Norfolk, VA 23501-1390, call us at the Customer Service number on the front of the billing statement, or notify us on-line at www.bankofamerica.com. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem occurred.

In your letter, give us the following information:

- 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 unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount in question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Preempt Crediting of Payments

We will credit payments mailed with the enclosed payment coupon and received by us at either the P.O. Box on the front or the P.O. Box above no later than noon on the date we receive it. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfer; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 3 of 4

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	1.800%	0.00521% D	\$3,774.73	\$6.10 P
Cash	19.990%	0.05477%v D	\$951.00	\$16.15 P

ANNUAL PERCENTAGE RATE 19.990%

v=Variable

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 4 of 4

Customer Corner



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance \$4,781.49

Total Credit Line	\$5,000.00	Available Credit	\$218.51
Cash Limit	\$5,000.00	Available Cash	\$218.00
Overlimit Amount	\$0.00	Billing Date	07/25/05
Minimum Payment Due	\$87.44	Payment Due Date	08/19/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number E627R50
Miles Earned on Purchases 103
Total Miles Earned This Cycle 103

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Jun 28	Jun 27	24092105178000345703789	APR'S SHOPPING ESSENTIALS 688-243-5180 CT	\$14.95
Jul 02	Jul 01	24810435152004060588167	QVC*2115598205'S OF 3 800-367-8444 PA	\$12.00
Jul 03	Jul 02	24455015183040004108273	LEYO'S IGA COALPORT PA	\$37.83
Jul 03	Jul 02	74001355183000584031804	COALPORT MI/136 MAIN ST/COALPORT PA	\$101.50
Jul 03	Jul 03	74001355183000584031804	**FINANCE CHARGE**CASH ADVANCE FEE	\$10.00
Jul 07	Jul 06	24425145187004101203292	PCS*STATE QUAR_83 800-441-8028 CT	\$18.96
Jul 10	Jul 10	19185400010011100180804	PAYMENT - THANK YOU	CR \$300.00
Jul 22	Jul 21	24717055202132028000567	FEATURE FILMS FOR FAMILIE800-3284588 UT	\$20.90
Jul 26	Jul 25		CARDHOLDER SECURITY PLAN 1.888.688.8638	\$35.80
Jul 26	Jul 26		PERIODIC FINANCE CHARGE	\$57.44

Account Summary

Previous Balance		\$4,774.32
Purchases	+	\$102.63
Cash Advances	+	\$101.50
Other Debits	+	\$35.80
Credits	-	\$0.00
FINANCE CHARGE	+	\$87.44
Payments	-	\$300.00
New Balance	=	\$4,781.49



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BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627



Customer Corner

As a reminder, the introductory Rate for this account expired on July 1, 2005. This Statement reflects Finance Charges at both the introductory Rate through expiration and at the rate in effect after expiration. See reverse for Finance Charge calculation method.

Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	08/19/05
Total Minimum Payment Due	\$87.44

New Balance: \$4,781.49

Amount Enclosed



Make check or money order payable to Bank of America.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "v" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 20 days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation Method - Average Daily Balance (Including New Transactions)

For each day in the Billing Cycle, we take your beginning balance, add any new transactions or other debits (including other fees and charges) and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Finance Charge for that day. We add these Periodic Finance Charges to your Daily Balance to get the beginning balance for the next day.

To get your total Periodic Finance Charge for this Billing Cycle, we add all of the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily periodic rate times the number of days in the Billing Cycle rounded to the next highest cent. To determine an Average Daily Balance, we add your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the Statement Date of the Statement on which the transaction appears.

Account Renewal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.848.6090. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

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Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

Service for Hearing-Impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to: BANK OF AMERICA, PO BOX 1758, NEWARK, NJ 07101-1758

BILLING RIGHTS SUMMARY

In Case of Error or Billing Inquiries

If you think your bill is wrong, or if you need more information about a transaction on your bill, you may write to us at PO Box 1390, Norfolk, VA 23501-1390, call us at the Customer Service number on the front of the billing statement, or notify us on-line at www.bankofamerica.com. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem occurred.

In your letter, give us the following information:

- 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 unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit payments mailed with the enclosed payment coupon and received by us at either the P.O. Box on the front or the P.O. Box above no later than noon on the date we receive it. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfer; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-9724

Bank of America 

Page 3 of 4

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Exp Purchases	1.900%	0.00521% D	\$770.72	\$1.21 P
Purchases	15.990%	0.04381% D	\$3,007.80	\$39.54 P
Exp Cash	19.990%	0.05477%v D	\$187.28	\$3.08 P
Cash	19.990%	0.05477%v D	\$828.27	\$13.61 P

ANNUAL PERCENTAGE RATE 19.990%

v=Variable

DONNA J CROWELL

Account Number: XXX-XXX-XXX-8724

Bank of America 

Page 4 of 4

Customer Corner



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance	\$5,220.46	Past Due Amount	\$67.44
Total Credit Line	\$5,000.00	Available Credit	\$0.00
Cash Limit	\$5,000.00	Available Cash	\$0.00
Overlimit Amount	\$165.46	Billing Date	08/25/05
Minimum Payment Due	\$301.92	Payment Due Date	09/18/05

24-Hour Customer Service 1.800.683.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6080 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number	E627R50
Miles Earned on Purchases	52
Total Miles Earned This Cycle	52

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Jul 27	Jul 25	24435145207004087152840	PCS*STATE QUAR JM 800-841-8028 CT	\$16.96
Jul 28	Jul 27	24892185209000728944887	APP*SHOPPINGESSENTIALS 888-243-6180 CT	\$14.96
Aug 17	Aug 16	74001356228000431581568	COALPORT M/1135 MAIN STRECOALPORT PA	\$101.50
Aug 17	Aug 17	74001356228000431581568	***FINANCE CHARGE***CASH ADVANCE FEE	\$10.00
Aug 17	Aug 16	74001356228000608081539	COALPORT M/1135 MAIN STRECOALPORT PA	\$81.50
Aug 17	Aug 17	74001356228000608081539	***FINANCE CHARGE***CASH ADVANCE FEE	\$10.00
Aug 19	Aug 19		LATE PAYMENT FEE	\$39.00
Aug 23	Aug 22	24892185234000765777456	TWIX*HOLSP*THISOLDHSE 800-807-9899 NY	\$20.00
Aug 25	Aug 25		CARDHOLDER SECURITY PLAN 1.888.668.8638	\$38.61
Aug 26	Aug 26		OVERLIMIT FEE ASSESSED FOR AUG 26, 2005	\$35.00
Aug 25	Aug 25		PERIODIC FINANCE CHARGE	\$71.46



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BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627

Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	08/19/05
Total Minimum Payment Due	\$301.92

New Balance: \$5,220.46

Amount Enclosed



Make check or money order payable to Bank of America.

This is an electronic reproduction of your statement and includes account information only.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

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Account Renewal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.848.6090. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.838.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

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In Case of Error or Billing Inquiries

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In your letter, give us the following information:

- 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 unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount in question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit any payment as of the date we receive it as long as it is mailed with the enclosed payment coupon and received by us no later than 12:00 noon at either the P.O. Box on the front or the P.O. Box above. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfers; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-9724

Bank of America 

Page 3 of 3

Customer Corner

Account Summary

Previous Balance		\$4,781.49
Purchases	+	\$51.90
Cash Advances	+	\$183.00
Other Debits	+	\$112.61
Credits	-	\$0.00
FINANCE CHARGE	+	\$91.48
Payments	-	\$0.00
New Balance	=	\$5,220.48
Past Due Amount	=	\$67.44

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	18.240%	0.04450%v D	\$3,812.43	\$52.60 P
Cash	19.990%	0.05477%v D	\$1,110.75	\$18.88 P

ANNUAL PERCENTAGE RATE 22.292%

v=Variable

Your account is 1 payment past due in the amount of \$67.44. Please mail your payment today.



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Bank of America

Customer Corner

Your US Airways® Visa® Platinum Card

New Balance	\$5,336.34	Past Due Amount	\$112.80
Total Credit Line	\$5,000.00	Available Credit	\$0.00
Cash Limit	\$5,000.00	Available Cash	\$0.00
Overlimit Amount	\$301.34	Billing Date	09/25/05
Minimum Payment Due	\$423.75	Payment Due Date	10/20/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number	E627R50
Miles Earned on Purchases	0
Total Miles Earned This Cycle	0

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR= CREDIT
Sep 19	Sep 19		LATE PAYMENT FEE	\$38.00
Sep 22	Sep 22	28585400010029200034843	PAYMENT - THANK YOU	CR \$75.00
Sep 25	Sep 25		CARDHOLDER SECURITY PLAN 1.888.688.6038	\$39.47
Sep 25	Sep 25		OVERLIMIT FEE ASSESSED FOR SEP 25, 2005	\$36.00
Sep 25	Sep 25		PERIODIC FINANCE CHARGE	\$77.41

Account Summary

Previous Balance		\$5,220.46
Purchases	+	\$0.00
Cash Advances	+	\$0.00
Other Debits	+	\$113.47
Credits	-	\$0.00
FINANCE CHARGE	+	\$77.41
Payments	-	\$75.00
New Balance	=	\$5,336.34
Past Due Amount	=	\$112.80

Bank of America

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BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627-9364



Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	10/20/05
Total Minimum Payment Due	\$423.75

New Balance: \$5,336.34

Amount Enclosed



Make check or money order payable to Bank of America.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "Y" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 25 days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

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BILLING RIGHTS SUMMARY

STATEMENT DISCLOSURE:

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- 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

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

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Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit any payment as of the date we receive it as long as it is mailed with the enclosed payment coupon and received by us no later than 12:00 noon at either the P.O. Box on the front or the P.O. Box above. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfers; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 3 of 3

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	16.490%	0.04518%v D	\$3,987.50	\$55.85 P
Cash	19.990%	0.05477%v D	\$1,269.44	\$21.56 P

ANNUAL PERCENTAGE RATE 17.670%

v=Variable

Your account is 1 payment past due in the amount of \$112.90. Please mail your payment today.



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance	\$5,579.32	Past Due Amount	\$239.31
Total Credit Line	\$5,000.00	Available Credit	\$0.00
Cash Limit	\$5,000.00	Available Cash	\$0.00
Overlimit Amount	\$544.32	Billing Date	10/25/05
Minimum Payment Due	\$717.02	Payment Due Date	11/19/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.583.1820 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number	E627R50
Miles Earned on Purchases	39
Total Miles Earned This Cycle	39

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR-CREDIT
Oct 20	Oct 20		LATE PAYMENT FEE	\$39.00
Oct 26	Oct 26		CARDHOLDER SECURITY PLAN 1.888.688.6938	\$41.28
Oct 25	Oct 25		OVERLIMIT FEE ASSESSED FOR OCT 25, 2005	\$95.00
Oct 26	Oct 26		PERIODIC FINANCE CHARGE	\$127.70

Account Summary

Previous Balance		\$5,338.34
Purchases	+	\$0.00
Cash Advances	+	\$0.00
Other Debits	+	\$115.28
Credits	-	\$0.00
FINANCE CHARGE	+	\$127.70
Payments	-	\$0.00
New Balance	=	\$5,579.32
Past Due Amount	=	\$239.31



Customer Corner

IMPORTANT NOTICE. We are changing the terms of the Cardholder Agreement that governs your credit card Account with us. These changes are set forth on and/or enclosed in this statement. Please read the information carefully and retain it for your records.

IMPORTANT NOTICE. Your account is currently subject to the Penalty Rate. Once you make 6 consecutive monthly payments and during that same time you do not exceed your Credit Limit, the Purchase, Cash Advance and/or Balance Transfer APRs will revert to the terms of the Additional Disclosure as modified by the important legal notices set forth on and/or enclosed in this statement.

In accordance with your Cardholder Agreement, Penalty Rate Pricing has been placed on your account. Your account will return to its Standard Contract Rates after you make the Minimum Payment Due on-time for six consecutive months without going overlimit.



0007500 0071702 0557932 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627-9364



Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	11/19/05
Total Minimum Payment Due	\$717.02

New Balance: \$5,579.32

Amount Enclosed



Make check or money order payable to Bank of America.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "Y" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 20-days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation Method - Average Daily Balance (Including New Transactions)

For each day in the Billing Cycle, we take your beginning balance, add any new transactions or other debits (including other fees and charges) and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Finance Charge for that day. We add these Periodic Finance Charges to your Daily Balance to get the beginning balance for the next day.

To get your total Periodic Finance Charge for this Billing Cycle, we add all of the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily periodic rate times the number of days in the Billing Cycle rounded to the next highest cent. To determine an Average Daily Balance, we add your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the Statement Date of the Statement on which the transaction appears.

Account Renewal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.583.1820. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.838.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

Service for hearing-impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to:

BANK OF AMERICA, PO BOX 1788, NEWARK, NJ 07101-1788

BILLING RIGHTS SUMMARY

STATEMENT DISCLOSURE:

In Case of Error or Billing Inquiries

If you think your bill is wrong, or if you need more information about a transaction on your bill, **you must write to us (on a separate sheet) at PO Box 1790, Newark, NJ 07101-1790 as soon as possible to preserve your rights.** We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. In your letter, give us the following information:

- 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

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit any payment as of the date we receive it as long as it is mailed with the enclosed payment coupon and received by us no later than 12:00 noon at either the P.O. Box on the front or the P.O. Box above. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfers; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-9724

Bank of America 

Page 3 of 3

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	28.740%	0.07874%v D	\$4,110.19	\$97.10 P
Cash	28.740%	0.07874%v D	\$1,295.34	\$30.80 P

ANNUAL PERCENTAGE RATE 28.348%

v=Variable

Have you forgotten? Your account is past due \$239.31. If payment has been made, please accept our thanks and disregard this reminder.



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance	\$5,686.67	Past Due Amount	\$289.60
Total Credit Line	\$5,000.00	Available Credit	\$0.00
Cash Limit	\$5,000.00	Available Cash	\$0.00
Overlimit Amount	\$686.67	Billing Date	11/25/05
Minimum Payment Due	\$634.09	Payment Due Date	12/20/05

24-Hour Customer Service 1.800.683.1820 Pay online! Visit www.bankofamerica.com
For Lost or Stolen Cards 1.800.683.1820

US Airways Dividend Miles Summary

Dividend Miles Account Number	E627R50
Miles Earned on Purchases	41
Total Miles Earned This Cycle	41

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR= CREDIT
Nov 19	Nov 19	32381100000000362856628	PAY BY PHONE PAYMENT	CR \$128.41
Nov 19	Nov 19	32381100000000362856628	PAY BY PHONE FEE	\$15.00
Nov 19	Nov 19		LATE PAYMENT FEE	\$39.00
Nov 25	Nov 25		CARDHOLDER SECURITY PLAN 1.886.688.6638	\$42.34
Nov 25	Nov 25		PERIODIC FINANCE CHARGE	\$137.42

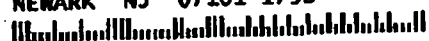
Account Summary

Previous Balance		\$5,579.32
Purchases	+	\$0.00
Cash Advances	+	\$0.00
Other Debits	+	\$96.34
Credits	-	\$0.00
FINANCE CHARGE	+	\$137.42
Payments	-	\$128.41
New Balance	=	\$5,686.67
Past Due Amount	=	\$289.60



0012641 0083409 0568667 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627-9364



Customer Corner

In accordance with your Cardholder Agreement, your account will remain in Penalty Rate Pricing, since we did not receive your minimum payment on time. We look forward to returning your account to its Standard Contract Rates upon receiving six consecutive months of on-time payments without going overlimit.

Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	12/20/05
Total Minimum Payment Due	\$634.09

New Balance: \$5,686.67

Amount Enclosed



Make check or money order payable to Bank of America.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "v" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 25 days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional Finance Charges. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation Method - Average Daily Balance (Including New Transactions)

For each day in the Billing Cycle, we take your beginning balance, add any new transactions or other debits (including other fees and charges) and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Finance Charge for that day. We add these Periodic Finance Charges to your Daily Balance to get the beginning balance for the next day.

To get your total Periodic Finance Charge for this Billing Cycle, we add all of the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily periodic rate times the number of days in the Billing Cycle rounded to the next highest cent. To determine an Average Daily Balance, we add your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the Statement Date of the Statement on which the transaction appears.

Account Renewal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.583.1820. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.838.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

Service for Hearing-Impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to: BANK OF AMERICA, PO BOX 1748, NEWARK, NJ 07101-1788

BILLING RIGHTS SUMMARY

STATEMENT DISCLOSURE:

In Case of Error or Billing Inquiries

If you think your bill is wrong, or if you need more information about a transaction on your bill, *you must write to us (on a separate sheet) at PO Box 1390, Norfolk VA 23501-1390 as soon as possible to preserve your rights.* We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. In your letter, give us the following information:

- 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

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount in question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit any payment as of the date we receive it as long as it is mailed with the enclosed payment coupon and received by us no later than 12:00 noon at either the P.O. Box on the front or the P.O. Box above. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfers; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 3 of 3

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	28.740%	0.07874% v D	\$4,302.51	\$105.03 P
Cash	28.740%	0.07874% v D	\$1,326.81	\$32.36 P

ANNUAL PERCENTAGE RATE 29.293%

v=Variable

Have you forgotten? Your account is past due \$289.60. If payment has been made, please accept our thanks and disregard this reminder.



CARDHOLDER AGREEMENT

1. **Contents and Effectiveness of Agreement.** This Agreement governs your credit card account ("Account") with us in connection with this document, an electronic signature ("e-signature") and the "Additional Disclosures" and other documents that we may refer to as part of this Agreement. This Agreement becomes effective and you agree to its terms by opening your Account or by not closing your Account within 3 days of receipt of this Agreement.

2. **Parties to Agreement.** "We," "us," and "our" refer to Bank of America, N.A. ("BANA"); "you," "your," and "yours" refer to any person (a) whose name appears on the front of this Agreement, (b) who is a partner, officer, director, or shareholder of BANA, or of a Subsidiary of BANA, or who is a partner, officer, director, or shareholder of any company or partnership in which BANA or a Subsidiary of BANA has an ownership interest, or (c) who otherwise agrees to be bound by this Agreement.

1.2.11 "APR" means Annual Percentage Rate.
1.2.12 "Billing Cycle" means a period of about one month ending on a billing date.
1.2.13 "Card" means a Bank of America credit card issued on your Account.
1.2.14 "Check" means a check drawn on your Account.
1.2.15 "Margin" means the number of percentage points added to the index to determine the APR.

1.2.18 "MasterCard" means MasterCard International, Inc.
1.2.17 "Statement" means an Account Billing Statement.
1.2.16 "Unauthorized Charge" means a transaction made on your Account in a person other than any one of you, who does not have actual, implied, or apparent authority to make such transaction, and from which none of you receives any benefit.
1.2.15 "Your" means Visa U.S.A. Inc.
1.2.14 "Business Day" means Monday through Friday, excluding Federal holidays.

L-1: Types of Transactions. You may use your Account for the following types of cash and transactions:

[illegible]

2.2b Limitations on Use

2.2.1) **Personally** Customer Account. In addition to any other contracts or legal relationships, the use of your Account is limited as described below. No Account is a consumer Account and should not be used for business purposes.

2.2.2) **Legal Transactions.** We will only use your Account for transactions that are legal where you conduct them. For example, Internet gambling transactions may be illegal in your state. Display of a payment and logo by a crime merchant does not mean that an Internet transaction is legal where you conduct it. We may charge your account for such transactions. We will not include if you engage in an illegal transaction. We may deny authorization of a transaction identified as Internet gambling.

7.30.4: Payment by Phone Personal Identification Number (PIN). To authorize the PIN issued by us to authorize and authenticate a Payment by Phone transaction will be kept confidential. 7.30.5: Authorization and Security Procedure. A Payment by Phone transaction will not occur unless you initiate the procedure through the Bank's automated response unit or portal with a Bank customer service representative. You agree that the security procedure followed by the Bank to authenticate your consent to a Payment by Phone transaction, although not in itself, is confidential, and agreed to be bound by them as if you had agreed to them.

Notify Us in Case of Errors or Questionable Billing

If you think your bill is wrong, or if you need more information about a transaction or bill, write us in a separate letter at the address indicated in the Billing Remarks column on your statement. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem occurred.

your letter, plus us the following information:
 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.

When you have authorized us to pay your credit card bill automatically from your savings account, we will automatically bill you for the amount of your credit card bill. If you wish to stop the payment you must reach us three business days before the automatic payment is scheduled to occur.

Q When I enter my amount you cannot pay any questioned amount while we are investigating, but if we receive your letter, we cannot try to collect any amount you question, can we? We are sorry about your complaint. We can continue to bill you for the amount you questioned until we have received your letter. If you do not have to pay any questioned amount while we are investigating, but if we do not have to pay any questioned amount while we are investigating, then we will not have to pay any questioned amount while we are investigating.

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

you will be able to tell us a lot. We must let anyone we report you to that the matter has been settled between us when it finally is.

Special Rate for Credit Card Purchases

When you have a problem with the quality of goods or services that you purchased with your credit card, you have the right to cancel the purchase and get your money back. If you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You may have the right not to pay the remaining amount due on the purchase if the merchant is not licensed to do business in your state or if not within your home state, within 100 miles of your current mailing address, and the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we market your advertisement for the property or service.

01-30141
Bank of America, N.A. (USA)
© 2003 Bank of America

is currently 2% of the U.S. dollar amount, of which the inactive 2% and Visa/MasterCard reserves the remainder. The U.S. dollar amount and the 2% of them for your statement and for each foreign currency transaction include only the 1% of the commitment factor retained by Visa or MasterCard. The remaining 2% is added together for all foreign currency transactions on your statement and shown as a "Foreign Currency Conversion Adjustment."

18. **Telephone Handicaps:** We may listen to and record telephone calls between you and us for the purpose of monitoring and improving the quality of service you receive.

19. **Self-Service:** We

11. Governing Law. THIS AGREEMENT IS GOVERNED BY APPLICABLE ARIZONA AND FEDERAL LAW.

nothing in this Agreement, your Account, or the validity or scope of any provision of this Agreement including this arbitration clause shall, upon election by either you or us, be resolved by binding arbitration. Arbitration shall take place before a single arbitrator on an individual basis without regard to any form of class action. Arbitration

may be selected as any time unless a judgment has been rendered or the other party would suffer substantial prejudice by the delay in demanding arbitration.

JAMS is unable or unwilling to serve as the provider of arbitration, as may be desirable under national arbitration legislation with similar procedures. The arbitration section of this Agreement shall be governed by the Federal Arbitration Act.

of the U.S.C., § 1-118. Judgment upon arbitration may be entered any time after the arbitration. Arbitration shall be conducted in the federal judicial district in which your mailing address is located at the time the claim is filed. We will pay JAMS fees and expenses for arbitrators for claims asserted by us. We will not pay JAMS fees and expenses charged to you if, because of what filing fees would have been for you to litigate an arbitration in court, if the arbitrator rules in favor of the party against the other. We will pay all reasonable attorneys' fees and costs of the action on behalf of the party pursuing enforcement of any fees and expenses owed by the action on behalf of the party pursuing enforcement of any fees and expenses.

YOU UNDERSTAND AND AGREE THAT IF EITHER YOU OR WE ELECT TO SUBMIT A CLAIM, THIS ASSIGNMENT SECTION PRECLUDES YOU AND US FROM MAKING A SUBSEQUENT ASSIGNMENT OF ANY RIGHTS OR INTERESTS IN THE CLAIM.

20. **Payment by Phone.** When using the Payment by Phone option, you authorize us to bill the electronic payments from your designated card as the

7.20.1: Effective Date of Payment. Payment will occur on the date that the financial institution you indicate for the purpose of making any payment on your account, you must authorize the timing and amount of each payment transaction by sending your Payments by Phone Personal Identification Number (PIN).

7.20.2b Disbursed Request for Payment. If a payment is disbursed for any reason, including fraudulent funds, we, in accordance with your Cardholder Agreement, and your financial institution may cause a fee if a payment is disbursed by your financial institution for "fraudulent funds." We will attempt to initiate the electronic payment one more time before debiting the payment unpaid. You understand that if a payment is disbursed, your Account will be considered due for that payment. It is the obligation of the cardholder to pay the amount of the payment that is debited to the Account.

payment due has not been met), and other payment arrangements will need to be made.

7.20.3) Revocation of a Payment. You have until 4:00 PM EST the day of the scheduled payment to cancel or revoke that payment.

2.1.11 Transactions with Merchants

2.1.11.1 Return Policy. If a merchant discloses a policy such as "no returns," "no refund," "no return or cash without receipt," "as is," "store credit only," or "no take backs," you will be bound by the policy when you use your Account to buy goods or services from that merchant.

2.1.11.2 Buy Goods. When using your Account to make in-person or lodging reservations, obtain the merchant's cancellation policy and know it. If you cancel, if you cannot, obtain the merchant's cancellation number that

7.11.3 Reversing Transactions. If you authorize a merchant to charge your Account to repeat transactions without your Card, you must notify the merchant when you want to discontinue the repeat transactions or if your Account is closed or a new Account number is issued by us.

7.11.4 Dispute Assistance. If you disagree with a merchant's cancellation

Customer's expenses, if you disagree with a determination of your claimant or have a dispute with the merchant as a result of the insured loss, you will provide information or assistance we reasonably request. Otherwise, you will pay us for any resulting loss we have unless we are prohibited by applicable law from holding you liable for our loss.

12b Default. Your Account is in default if you fail to comply with any of the terms of this Agreement or any other loan agreement with us or anyone else; in the event of your death;

1. If you are a partner, officer, director, shareholder, or owner of a business, you are not eligible to be employed by us. If you are an employee of a business, you are not eligible to be employed by us.

1. **Closing Your Account.** You may close your Account by notifying us. You may close your Account or suspend your check privileges at any time without notice except as required by law. We will stop using your Account and debit money at Cards and Checks on your Account. As Little Pledge's authorized liability will apply to all balances and transactions made on the Account when it is not used or processed after the date the Account is closed. We reserve the right to request from any Little Pledge to remove another Little Pledge from the Account, and we reserve the right to request from any Little Pledge to remove another Little Pledge from the Account.

1.41 Amendments of this Agreement. We may amend this Agreement by changing, adding or deleting any term, condition, service or feature ("New Term") to your Account or of this Agreement at any time. We will provide you with notice of the amendment to the extent required by law. Unless we state otherwise, any

If you have a New Term, we will continue to apply to your Account's unpaid balance and to new activity on your Account. If the amendment includes any change to the rate or fees of periods of interest that applies to your existing balance, we will obtain your consent before the amendment becomes effective. If we need to do so, we may obtain your consent in any one or more of the following ways: (a) by your usage of the Account after we give you notice of the amendment; (b) by your failure to write to us and request that you wish to us to reject a New Term; or (c) by the use of the Account after we give you notice of the amendment.

Alternative agreements which may be obtained verbally, in writing or electronically, through your other term in the amendment will become effective without your consent, though you may be able to avoid a fee or charge by not making the type of reaction to which it applies after the effective date of the amendment.

15. **Foreign Currency Transactions.** If you make a transaction in a currency other than U.S. dollars, Visa or MasterCard will convert the charge or cash advance into U.S. dollars. The conversion rate will be determined using Visa MasterCard currency conversion procedures that are described in instructions accompanying Visa or MasterCard credit cards. The conversion rate on the processing statement may differ from the rate on the date of your transaction. Currently, Visa and MasterCard use a currency conversion rate of either (1) a worldwide market rate (2) a government mandated rate, however (3) an additional rate for the United States.

Interest on Visa and MasterCard is determined by us and Visa or MasterCard. In each case, Visa uses the rate in effect one day before the conversion date and MasterCard uses a rate for the

accessing cycle. The adjustment factor, which is subject to change without

3.2.1: Basis. The Daily Periodic Rates and the Corresponding Annual

[illegible]

to the Security Interest on Purchases. This Agreement does not grant you a security interest in Purchases you charge to your account.

2. Account Responsibilities. We may send Account materials (Checks, Statements and notices) to any Credit Party, and that person will be responsible for delivering those materials to the other Credit Parties and Authorized Users. Notice to any of you will be considered notice to all of you.

3. Changes of Personal Information. You will notify us in writing

[illegible]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1454-CD

CALALRY PORTFOLIO SERVICES, LLC

vs

DONNA J. CROWELL

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 09/07/2008

HEARING:

PAGE: 104515

DEFENDANT:

DONNA J. CROWELL

ADDRESS:

88 53 BLVD.

COALPORT, PA 16627

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

09/13/2008
AUG 13 2008

William A. Shaw

Notary/Clerk of Courts

SHERIFF'S RETURN

NOW, 8-13-08 AT 11:15 AM/PM SERVED THE WITHIN

COMPLAINT ON DONNA J. CROWELL, DEFENDANT

BY HANDING TO Donna J. Crowell, DEF.

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

ADDRESS SERVED 88-53 BLVD
COALPORT, PA. 16627

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR DONNA J. CROWELL

AT (ADDRESS) _____

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

I MAKE RETURN OF NOT FOUND AS TO DONNA J. CROWELL

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis

Deputy Signature

JAMES E. DAVIS

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAVALRY PORTFOLIO SERVICES,
LLC as assignee of Cavalry
SPVI, LLC as assignee of Hilco
Receivables, LLC as assignee
of Bank of America,

Plaintiff

vs.

DONNA J. CROWELL,

Defendant

CIVIL DIVISION

No. 08 - 1454 - CD

**DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT**

Filed on Behalf of:

Defendant, DONNA J. CROWELL

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #C6810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

AUG 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

3cc
Amy Colavecchi

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

CAVALRY PORTFOLIO SERVICES, :
LLC as assignee of Cavalry SPVI, : No. 08 - 1454 - CD
LLC as assignee of Hilco :
Receivables, LLC as assignee of :
Bank of America, :
Plaintiff :
vs. :
DONNA J. CROWELL, :
Defendant :

**DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT**

Defendant, Donna J. Crowell, through her attorney, Joseph Colavecchi, Esquire, files Preliminary Objections to the Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about August 8, 2008, alleging a credit card account between Defendant and Bank of America.


2. Plaintiff alleges there is an unpaid balance on the credit card account of Six Thousand Seven Hundred Eighty Dollars and Ninety-three Cents (\$6,780.93).

3. Plaintiff failed to attach a signed copy of the alleged credit card agreement between Defendant and Bank of America.

4. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement alleging the credit card agreement entered into between Plaintiff and Defendant.

5. The Complaint is improper and not in the form required under the Pennsylvania Rules of Civil Procedure, including proper paragraphing and also does not include sufficient detail to arrive at how the Plaintiff came up with the alleged balance that the Plaintiff claims is owed by Defendant.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

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


CAVALRY PORTFOLIO SERVICES, LLC :
as assignee of Cavalry SPVI, LLC : No. 08 - 1454 - CD
as assignee of Hilco Receivables, :
LLC as assignee of Bank of America, :
Plaintiff :
vs. :
DONNA J. CROWELL, :
Defendant :

FILED
03:23 P.M. 66
AUG 21 2008 NO CC
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant's Preliminary Objections and Rule Returnable in the above-captioned action was mailed by First Class Mail, postage prepaid, the 20th day of August 2008, to the attorney of record:

Frederic I. Weinberg
Joel M. Flink
Attorneys at Law
1001 E. Hector Street, Suite 220
Conshohocken, PA 19428


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

Dated: 8/20/08

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED No cc
m 18:45/01
SEP 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL

AFFIDAVIT OF SERVICE

STATE OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : ss

FREDERIC I. WEINBERG, ESQUIRE, being duly sworn according to law, deposes and says that on September 15, 2008, he mailed a copy of the Amended Complaint, in the above-captioned matter to the defendant's counsel, Joseph Colavecchi, Esquire, by regular mail. He further states that the facts set forth herein are true and correct to the best of his knowledge, information and belief.

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed
before me this day
of , 2008.

Notary Public

2051957

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF
DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

FILED

SEP 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC as assignee of Hilco
Receivables, LLC as assignee
of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627

AMENDED COMPLAINT

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY 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 JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

AMENDED COMPLAINT PURSUANT TO Pa.R.C.P. 1028(c)(1)

1. Plaintiff is a debt buyer and successor in interest to the original creditor as set forth in the caption of this Complaint.

2. At all times relevant hereto, the defendant(s) was the holder of a credit card, which at the request of the defendant(s) was issued to the defendant(s) by the plaintiff under the terms of which the plaintiff agreed to extend to defendant(s) the use of plaintiff's credit facilities.

3. Defendant(s) accepted and used the aforesaid credit card so issued and by so doing agreed to perform the terms and conditions prescribed by the plaintiff for the use of said credit card.

4. The defendant(s) received and accepted goods and merchandise and/or accepted services or cash advances through the use of the credit card issued by the Plaintiff. True and correct copies the credit card application, accounts statements and cardmember agreement at attached hereto as Exhibit "A".

5. All the credits to which the defendant(s) is entitled have been applied and there remains a balance due in the amount of \$6,767.03.

6. Plaintiff has made demand upon the defendant(s) for payment of the balance due of \$6,767.03 but the defendant(s) has failed and refused and still refuses to pay the same or any part

thereof.

7. The documents upon which this claim is based are not currently available pursuant to Pa.R.C.P. Rule 1019(i) but have been or promptly will be requested from storage archives.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$6,767.03 at the rate of 24.99% from the date of July 11, 2008, together with costs and attorney fees.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P307

VERIFICATION

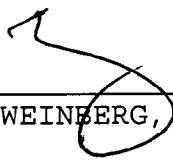
Understanding that false statements herein made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities, I verify that I am an authorized representative of plaintiff, and that the facts set forth above are true and correct to the best of my knowledge, information and belief.



Name: Jason Bottiglieri
Title: Legal Administrator

CERTIFICATION OF SERVICE

I, FREDERIC I. WEINBERG, ESQUIRE, hereby certify that I, on the date below, served a copy of Plaintiff's Amended Complaint Pursuant to Pa.R.C.P. 1028(c)(1), via First Class Mail, postage pre-paid, to all other parties or their counsel of record.



FREDERIC I. WEINBERG, ESQUIRE

Dated: September 15, 2008

EXHIBIT "A"

THE US AIRWAYS® VISA® PLATINUM CARD

Pre-qualified Response Certificate

195-42-0196 Social Security Number 814-672-3147 Home Phone

10-25-51 Retired Birth Date Father's Name Business Phone

154000 Gross Yearly Income (before taxes) Moberly Mother's Maiden Name

E-mail address (optional)

*Income from salary, shift payment, or separate insurance payment need not be included if you do not wish us to consider it as a basis for repayment. Minimum annual income of \$9,000 (\$14,000 in California)

By signing below, you agree to the authorizations, terms, and conditions on the reverse side.

X Donna J. Crowell 1/28/05 Applicant Signature Date

Authorized User (You request an additional card for the following person who is authorized to use your account)

First Name Middle Initial Last Name

To get your card faster go to www.mysairwaysvisa.com

UP1204-020-105-985

Donna J. Crowell

88 53 Blvd.

Coalport, PA 16627-9364

C0330811670 U95 060

If you are a US Airways Dividend Miles® member, please provide your account number below. If not, an account number will be assigned to you.

Offer expires: February 2, 2005

Credit line up to: \$15,000

Yes, I am signing below to acknowledge receipt of the Cardholder Security Plan® Terms and Conditions on the enclosed insert and I want to help protect my account with the optional Cardholder Security Plan. This plan can credit my credit card account up to 12 monthly payments* in the event of total disability, involuntary unemployment or unpaid family leave of absence, or up to \$10,000 in the event of accidental death.

Donna J. Crowell Sign here for the Cardholder Security Plan

535018 DRCB1204

Balance Transfer Option (NO BALANCE TRANSFER FEES)

(save with a low fixed 1.9% Introductory APR* on your balance transfers)

Fill in the information below to transfer balances from your higher-rate credit cards and you'll save with a low fixed 1.9% Introductory APR through July 1, 2005.* Each balance transfer listed below must be at least \$100. Allow 4 weeks to process. Please read the balance transfer information on the reverse side.

1 Transfer From Account Number 2 Transfer From Account Number

Pay to Amount to Transfer Pay to Amount to Transfer

*See the enclosed insert for important Fee and Rate Information concerning this offer. Balance transfers will not earn Dividend Miles.

UPP-3-1204



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance \$8,767.03 Past Due Amount \$1,255.42

Total Credit Line	\$0.00	Available Credit	\$0.00
Cash Limit	\$0.00	Available Cash	\$0.00
Overtlimit Amount	\$1,767.03	Billing Date	04/25/06
Minimum Payment Due	\$1,945.01	Payment Due Date	05/20/06

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.583.1820 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number E627R50
Miles Earned on Purchases 0
Total Miles Earned This Cycle 0

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Apr 19	Apr 19		LATE PAYMENT FEE	\$39.00
Apr 25	Apr 25		PERIODIC FINANCE CHARGE	\$167.98

Account Summary

Previous Balance		\$6,560.05
Purchases	+	\$0.00
Cash Advances	+	\$0.00
Other Debits	+	\$39.00
Credits	-	\$0.00
FINANCE CHARGE	+	\$167.98
Payments	-	\$0.00
New Balance	=	\$6,767.03
Past Due Amount	=	\$1,255.42



0012641 0194501 0676703 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627-9364



Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	05/20/06
Total Minimum Payment Due	\$1,945.01

New Balance: \$8,767.03

Amount Enclosed



Make check or money order payable to Bank of America.

This is an electronic reproduction of your statement and includes account information only.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "v" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 20-days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation Method - Average Daily Balance (Including New Transactions)

For each day in the Billing Cycle, we take your beginning balance, add any new transactions or other debits (including other fees and charges) and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Finance Charge for that day. We add these Periodic Finance Charges to your Daily Balance to get the beginning balance for the next day.

To get your total Periodic Finance Charge for this Billing Cycle, we add all of the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily periodic rate times the number of days in the Billing Cycle rounded to the next highest cent. To determine an Average Daily Balance, we add your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the first day of the Billing Cycle in which the transaction appears.

Account Renewal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing Balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.583.1820. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.838.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.257.677.4701.

Service for hearing-Impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to:

BANK OF AMERICA, PO BOX 1758, NEWARK, NJ 07101-1758

BILLING RIGHTS SUMMARY

STATEMENT DISCLOSURE:

In Case of Error or Billing Inquiries

If you think your bill is wrong, or if you need more information about a transaction on your bill, **you must write to us (on a separate sheet) at PO Box 1390, Norfolk VA 23501-1390 as soon as possible to preserve your rights.** We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. In your letter, give us the following information:

- 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

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. If you choose to call the 800# provided, you must have your credit card present. Please include your account number to ensure accurate processing.

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit any payment as of the date we receive it as long as it is mailed with the enclosed payment coupon and received by us no later than 12:00 noon at either the P.O. Box on the front or the P.O. Box above. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfers; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-9724

Bank of America 

Page 3 of 3

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	29.740%	0.08148%v D	\$5,152.35	\$130.15 P
Cash	29.740%	0.08148%v D	\$1,497.34	\$37.83 P

ANNUAL PERCENTAGE RATE 29.740%

v=Variable

Your account remains seriously delinquent. It will be charged off as a bad debt and referred for special handling unless you mail \$1,255.42 or call 1.800.831.9849 to make immediate arrangements.



DONNA J CROWELL



Customer Corner

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance \$4,569.73

Total Credit Line	\$5,000.00	Available Credit	\$430.27
Cash Limit	\$5,000.00	Available Cash	\$430.00
Overlimit Amount	\$0.00	Billing Date	05/25/05
Minimum Payment Due	\$25.09	Payment Due Date	06/19/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number	E627R50
Miles Earned on Purchases	162
Total Miles Earned This Cycle	162

Transactions

View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR+DEBIT
Apr 29	Apr 28	24810435118004143568748	QVC*2116899205*1 OF 3 800-367-8444 PA	\$12.00
Apr 30	Apr 29	24810435118004079847513	QVC*2681578708 800-367-8444 PA	\$56.35
May 03	May 02	24435146122004085282515	PCS*STATE QUAR #2 800-841-8028 CT	\$16.95
May 10	May 09	24435146128004085087638	DAM*M&M'S CLOCK INST183 868-50AMMINT CT	\$35.80
May 11	May 11	19185400010117000062059	PAYMENT - THANK YOU	CR \$50.00
May 12	May 11	74810435131004014704087	QVC CREDIT 800-367-8444 PA	CR \$2.13
May 18	May 17	24435146137004086057364	DAMPAY 800-50AMMINT CT	\$22.90
May 22	May 21	24717056141731410518007	FEATURE FILMS FOR FAMILIES800-3284508 UT	\$20.00
May 25	May 24	74001355144000883961544	COALPORT M/1135 MAIN STREDCOALPORT PA	\$301.50
May 25	May 25	74001355144000883961544	***FINANCE CHARGE***CASH ADVANCE FEE	\$10.00
May 25	May 25		CARDHOLDER SECURITY PLAN 1.858.688.8838	\$34.02
May 25	May 25		PERIODIC FINANCE CHARGE	\$15.09

Account Summary

Previous Balance		\$4,097.55
Purchases	+	\$183.70
Cash Advances	+	\$301.50
Other Debits	+	\$34.02
Credits	-	\$2.13
FINANCE CHARGE	+	\$25.09
Payments	-	\$50.00
New Balance	=	\$4,569.73



0005000 0002509 0456973 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627

Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	06/19/05
Total Minimum Payment Due	\$25.09
New Balance:	\$4,569.73

Amount Enclosed



Make check or money order payable to Bank of America.

This is an electronic reproduction of your statement and includes account information only.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "V" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 25 days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation Method - Average Daily Balance (Including New Transactions)

For each day in the Billing Cycle, we take your beginning balance, add any new transactions or other debits (including other fees and charges) and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Finance Charge for that day. We add these Periodic Finance Charges to your Daily Balance to get the beginning balance for the next day.

To get your total Periodic Finance Charge for this Billing Cycle, we add all of the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily periodic rate times the number of days in the Billing Cycle rounded to the next highest cent. To determine an Average Daily Balance, we add your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the Statement Date of the Statement on which the transaction appears.

Account Removal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing Balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.848.6090. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.839.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

Service for Hearing-Impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to: BANK OF AMERICA, PO BOX 1758, NEWARK, NJ 07101-1758

BILLING RIGHTS SUMMARY

In Case of Error or Billing Inquiries

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Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address _____

City _____

State _____

Zip _____

Home Phone _____

Work Phone _____

E-mail Address _____

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit payments mailed with the enclosed payment coupon and received by us at either the P.O. Box on the front or the P.O. Box above no later than noon as of the date we receive it. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfers; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 3 of 6

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	1.900%	0.00521% D	\$3,631.73	\$5.68 P
Cash	19.990%	0.05477%v D	\$572.47	\$9.41 P

ANNUAL PERCENTAGE RATE 19.990%

v=Variable

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-9724

Bank of America 

Page 4 of 6

Customer Corner

DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627-9384

Convenience Check

5690

18-4/1220

Pay to the
Order of

VOID

\$

VOID

This check cannot be used to pay a Bank of America credit card account.

Dollars

Bank of America

Payable through
Bank of America, N.A.
Pasadena, CA

DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627-9384

Convenience Check

5691

18-4/1220

Pay to the
Order of

VOID

\$

VOID

This check cannot be used to pay a Bank of America credit card account.

Dollars

Bank of America

Payable through
Bank of America, N.A.
Pasadena, CA

Bank of America

More Miles, More Freedom, More Ways to Pay!

Just use the enclosed checks like cash.

Now you can plan in advance for all your purchases with the enclosed checks*. Use them just like cash to pay bills where credit cards aren't accepted, or simply deposit them into your checking account. With these checks you can enjoy:

Miles Another way to earn Dividend Miles®! These checks earn you one Dividend Mile for every dollar you spend.

Freedom Use the enclosed checks for home improvement projects, to pay college tuition, to plan for your next vacation or whatever you need. Write your checks up to your available credit line. To confirm how much credit you have, simply call the number on the back of your card.

Ways to Pay Your checks are good until 06/30/05 and will post to your US Airways® Visa® Card account as a cash advance.

*Please see Terms and Conditions on the reverse side for the important terms and limitations relating to this offer.
888-USCCMPCNL-505
PC887

FEDERAL RESERVE BOARD OF GOVERNORS, REG. CC

Endorse Check Here

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

FEDERAL RESERVE BOARD OF GOVERNORS, REG. CC

Endorse Check Here

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

* For a reminder of the contractual terms associated with your US Airways Visa Card account, please see your Cardholder Agreement.

The Cash Advance Fee for each cash advance is an amount equal to 3% of each cash advance, with a \$10 minimum. Please be sure to consider the Cash Advance Fee when completing each of these checks so that you do not incur any over-limit fees.

This is a limited time offer, which expires on 6/30/05, and you will not earn Dividend Miles on balances posted to your account on any other convenience checks.

+For Visa Gold and Visa Classic cardholders, Dividend Miles earned from the use of these checks will not be included in your annual mileage cap accumulation. Mileage may be subject to certain limitations, exclusions and restrictions. Visa Signature® and Visa Platinum cardholders will not earn double miles for US Airways ticket purchases with these checks. All Dividend Miles terms and conditions apply.

These checks may not be used to pay a Bank of America loan or credit card account.

US Airways is not responsible for products and services offered by Bank of America. All credit decisions are made solely at the discretion of Bank of America.



DONNA J CROWELL



Customer Corner

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance \$4,774.32

Total Credit Line	\$5,000.00	Available Credit	\$225.88
Cash Limit	\$5,000.00	Available Cash	\$225.00
Overlimit Amount	\$0.00	Billing Date	08/25/05
Minimum Payment Due	\$32.25	Payment Due Date	07/20/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number	E627R50
Miles Earned on Purchases	188
Total Miles Earned This Cycle	188

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
May 27	May 28	7400135514800056881570	COALPORT M/1135 MAIN STRECOALPORT PA	\$101.60
May 27	May 27	7400135514800056881570	***FINANCE CHARGE***CASH ADVANCE FEE	\$10.00
Jun 01	May 31	24610435151004068773842	QVC*2116569205*2 OF 3 800-367-9444 PA	\$12.00
Jun 04	Jun 03	24602185154000501737579	GTH*XPRESS 101 800-367-6213 NY	\$129.50
Jun 10	Jun 09	18186400010104700158533	PAYMENT - THANK YOU	CR \$150.00
Jun 18	Jun 17	24435145188004092118093	DYM*DECEMBER 800-604NMINT CT	\$22.90
Jun 23	Jun 21	24717055173131732952942	FEATURE FILMS FOR FAMILIES800-3284598 UT	\$20.00
Jun 25	Jun 25		CARDHOLDER SECURITY PLAN 1.888.688.6638	\$35.54
Jun 25	Jun 25		PERIODIC FINANCE CHARGE	\$22.25

Account Summary

Previous Balance		\$4,569.73
Purchases	+	\$185.30
Cash Advances	+	\$101.50
Other Debits	+	\$35.54
Credits	-	\$0.00
FINANCE CHARGE	+	\$32.25
Payments	-	\$150.00
New Balance	=	\$4,774.32



0015000 0003225 0477432 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627

Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	07/20/05
Total Minimum Payment Due	\$32.25

New Balance: \$4,774.32

Amount Enclosed



Make check or money order payable to Bank of America.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "Y" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 20-days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation Method - Average Daily Balance (Including New Transactions)

For each day in the Billing Cycle, we take your beginning balance, add any new transactions or other debits (including other fees and charges) and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Finance Charge for that day. We add these Periodic Finance Charges to your Daily Balance to get the beginning balance for the next day.

To get your total Periodic Finance Charge for this Billing Cycle, we add all of the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily periodic rate times the number of days in the Billing Cycle rounded to the next highest cent. To determine an Average Daily Balance, we add your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the Statement Date of the Statement on which the transaction appears.

Account Renewal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing Balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.848.6090. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.838.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

Service for Hearing-Impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to: BANK OF AMERICA, PO BOX 1758, NEWARK, NJ 07101-1758

BILLING RIGHTS SUMMARY

In Case of Error or Billing Inquiries

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Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Preempt Crediting of Payments

We will credit payments mailed with the enclosed payment coupon and received by us at either the P.O. Box on the front or the P.O. Box above no later than noon as of the date we receive it. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfer; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 3 of 4

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	1.900%	0.00521% D	\$3,774.73	\$6.10 P
Cash	19.990%	0.05477%v D	\$951.00	\$18.16 P

ANNUAL PERCENTAGE RATE 19.990%

v=Variable

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-9724

Bank of America 

Page 4 of 4

Customer Corner



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance \$4,781.49

Total Credit Line	\$5,000.00 Available Credit	\$218.51
Cash Limit	\$5,000.00 Available Cash	\$218.00
Overlimit Amount	\$0.00 Billing Date	07/25/05
Minimum Payment Due	\$67.44 Payment Due Date	08/19/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.848.8000 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number	E827R50
Miles Earned on Purchases	103
Total Miles Earned This Cycle	103

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR-CREDIT
Jun 28	Jun 27	24802185178000345703789	APR'S SHOPPING ESSENTIALS 888-243-8180 CT	\$14.05
Jul 02	Jul 01	24810435182004080688167	QVC*2115599205*3 OF 3 800-367-8444 PA	\$12.00
Jul 03	Jul 02	24455015183042004108273	LEYO'S IGA COALPORT PA	\$37.85
Jul 03	Jul 02	74001355183000584031804	COALPORT M/1135 MAIN STRECOALPORT PA	\$101.50
Jul 03	Jul 03	74001355183000584031804	***FINANCE CHARGE***CASH ADVANCE FEE	\$10.00
Jul 07	Jul 06	24485145187004101203282	PCS*STATE QUAR_#3 800-641-8028 CT	\$18.96
Jul 10	Jul 10	19185400010011100180904	PAYMENT - THANK YOU	CR \$300.00
Jul 22	Jul 21	247170652021320260000597	FEATURE FILMS FOR FAMILIE800-3284588 UT	\$20.80
Jul 25	Jul 25		CARDHOLDER SECURITY PLAN 1.888.868.8938	\$35.60
Jul 25	Jul 25		PERIODIC FINANCE CHARGE	\$57.44

Account Summary

Previous Balance		\$4,774.32
Purchases	+	\$102.63
Cash Advances	+	\$101.50
Other Debits	+	\$35.60
Credits	-	\$0.00
FINANCE CHARGE	+	\$57.44
Payments	-	\$300.00
New Balance	=	\$4,781.49



0030000 0006744 0478149 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627



Customer Corner

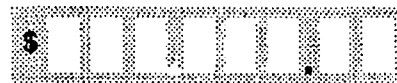
As a reminder, the Introductory Rate for this account expired on July 1, 2005. This Statement reflects Finance Charges at both the Introductory Rate through expiration and at the rate in effect after expiration. See reverse for Finance Charge calculation method.

Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	08/19/05
Total Minimum Payment Due	\$67.44

New Balance: \$4,781.49

Amount Enclosed



Make check or money order payable to Bank of America.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT
FINANCE CHARGE

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For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prepaid Crediting of Payments

We will credit payments mailed with the enclosed payment coupon and received by us at either the P.O. Box on the front or the P.O. Box above no later than noon as of the date we receive it. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfers; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-9724

Bank of America 

Page 3 of 4

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Exp Purchases	1.900%	0.00521% D	\$770.72	\$1.21 P
Purchases	15.990%	0.04381% D	\$3,007.80	\$39.54 P
Exp Cash	19.990%	0.05477%v D	\$187.28	\$3.08 P
Cash	19.990%	0.05477%v D	\$828.27	\$13.61 P

ANNUAL PERCENTAGE RATE 19.990%

v=Variable

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-9724

Bank of America 

Page 4 of 4

Customer Corner



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance	\$5,220.46	Past Due Amount	\$67.44
Total Credit Line	\$5,000.00	Available Credit	\$0.00
Cash Limit	\$5,000.00	Available Cash	\$0.00
Overlimit Amount	\$185.46	Billing Date	08/25/05
Minimum Payment Due	\$301.92	Payment Due Date	09/19/05

24-Hour Customer Service 1.800.683.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number	E627R50
Miles Earned on Purchases	52
Total Miles Earned This Cycle	52

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR-CREDIT
Jul 27	Jul 25	24435145207004067152840	PCS STATE QUAR_JN 800-841-8028 CT	\$18.95
Jul 28	Jul 27	24892165208000728844887	APR SHOPPING ESSENTIALS 888-243-6180 CT	\$14.95
Aug 17	Aug 18	74001355228000431581568	COALPORT M/1135 MAIN STRECOALPORT PA	\$101.50
Aug 17	Aug 17	74001355228000431581568	***FINANCE CHARGE***CASH ADVANCE FEE	\$10.00
Aug 17	Aug 18	74001355228000568081539	COALPORT M/1135 MAIN STRECOALPORT PA	\$81.50
Aug 17	Aug 17	74001355228000568081539	***FINANCE CHARGE***CASH ADVANCE FEE	\$10.00
Aug 19	Aug 19		LATE PAYMENT FEE	\$30.00
Aug 23	Aug 22	248921652284000765777455	TWO THOUS EIGHTHOLDSE 800-807-6689 NY	\$20.00
Aug 25	Aug 25		CARDHOLDER SECURITY PLAN 1.888.688.6038	\$38.61
Aug 25	Aug 25		OVERLIMIT FEE ASSESSED FOR AUG 25, 2005	\$35.00
Aug 25	Aug 25		PERIODIC FINANCE CHARGE	\$71.46



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BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627

Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	09/19/05
Total Minimum Payment Due	\$301.92

New Balance: \$5,220.48

Amount Enclosed



Make check or money order payable to Bank of America.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGES

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "Y" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 20-days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation Method - Average Daily Balance (Including New Transactions)

For each day in the Billing Cycle, we take your beginning balance, add any new transactions or other debits (including other fees and charges) and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Finance Charge for that day. We add these Periodic Finance Charges to your Daily Balance to get the beginning balance for the next day.

To get your total Periodic Finance Charge for this Billing Cycle, we add all of the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily periodic rate times the number of days in the Billing Cycle rounded to the next highest cent. To determine an Average Daily Balance, we add your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the Statement Date of the Statement on which the transaction appears.

Account Reversal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing Balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour, toll free number 1.800.848.6090. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.836.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

Service for hearing-Impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to: BANK OF AMERICA, PO BOX 1786, NEWARK, NJ 07101-1786

BILLING RIGHTS SUMMARY

In Case of Error or Billing Inquiries

If you think your bill is wrong, or if you need more information about a transaction on your bill, you may write to us at PO Box 1390, Norfolk, VA 23501-1390, call us at the Customer Service number on the front of the billing statement, or notify us on-line at www.bankofamerica.com. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem occurred.

In your letter, give us the following information:

- 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 unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount in question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit any payment as of the date we receive it as long as it is mailed with the enclosed payment coupon and received by us no later than 12:00 noon at either the P.O. Box on the front or the P.O. Box above. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfers; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 3 of 3

Customer Corner

Account Summary

Previous Balance		\$4,781.48
Purchases	+	\$51.90
Cash Advances	+	\$183.00
Other Debits	+	\$112.81
Credits	-	\$0.00
FINANCE CHARGE	+	\$91.48
Payments	-	\$0.00
New Balance	=	\$5,220.48
Past Due Amount	=	\$87.44

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	16.240%	0.04450%v D	\$3,812.43	\$52.60 P
Cash	19.990%	0.05477%v D	\$1,110.75	\$18.86 P

ANNUAL PERCENTAGE RATE 22.292%

v=Variable

Your account is 1 payment past due in the amount of \$87.44. Please mail your payment today.



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Bank of America

Customer Corner

Your US Airways® Visa® Platinum Card

New Balance	\$5,336.34	Past Due Amount	\$112.90
Total Credit Line	\$5,000.00	Available Credit	\$0.00
Cash Limit	\$5,000.00	Available Cash	\$0.00
Overlimit Amount	\$301.34	Billing Date	09/25/05
Minimum Payment Due	\$423.75	Payment Due Date	10/20/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number E627R50
Miles Earned on Purchases 0
Total Miles Earned This Cycle 0

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Sep 19	Sep 19		LATE PAYMENT FEE	\$38.00
Sep 22	Sep 22	26585400010028200034848	PAYMENT - THANK YOU	CR \$75.00
Sep 25	Sep 25		CARDHOLDER SECURITY PLAN 1.558.688.8038	\$39.47
Sep 25	Sep 25		OVERLIMIT FEE ASSESSED FOR SEP 25, 2005	\$36.00
Sep 25	Sep 25		PERIODIC FINANCE CHARGE	\$77.41

Account Summary

Previous Balance		\$5,220.48
Purchases	+	\$0.00
Cash Advances	+	\$0.00
Other Debits	+	\$113.47
Credits	-	\$0.00
FINANCE CHARGE	+	\$77.41
Payments	-	\$75.00
New Balance	=	\$5,336.34
Past Due Amount	=	\$112.90

Bank of America

0007500 0042375 0533634 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627-9364



Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	10/20/05
Total Minimum Payment Due	\$423.75

New Balance: \$5,336.34

Amount Enclosed



Make check or money order payable to Bank of America.

This is an electronic reproduction of your statement and includes account information only.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "Y" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 25 days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

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Account Renewal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing Balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.848.6090. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.838.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

Service for hearing-impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to:

BANK OF AMERICA, PO BOX 1758, NEWARK, NJ 07101-1758

BILLING RIGHTS SUMMARY

STATEMENT DISCLOSURE:

In Case of Error or Billing Inquiry

If you think your bill is wrong, or if you need more information about a transaction on your bill, you must write to us (on a separate sheet) at PO Box 1750, Norfolk VA 23501-1750 as soon as possible to preserve your rights. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. In your letter, give us the following information:

- 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

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit any payment as of the date we receive it as long as it is mailed with the enclosed payment coupon and received by us no later than 12:00 noon at either the P.O. Box on the front or the P.O. Box above. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfer; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 3 of 3

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	15.490%	0.04518%v D	\$3,987.50	\$55.85 P
Cash	19.990%	0.05477%v D	\$1,289.44	\$21.58 P

ANNUAL PERCENTAGE RATE 17.670%

v=Variable

Your account is 1 payment past due in the amount of \$112.90. Please mail your payment today.



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance	\$5,579.32	Past Due Amount	\$239.31
Total Credit Line	\$5,000.00	Available Credit	\$0.00
Cash Limit	\$5,000.00	Available Cash	\$0.00
Overlimit Amount	\$544.32	Billing Date	10/25/05
Minimum Payment Due	\$717.02	Payment Due Date	11/19/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.583.1820 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number E827R50
Miles Earned on Purchases 39
Total Miles Earned This Cycle 39

Transactions View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR-CREDIT
Oct 20	Oct 20		LATE PAYMENT FEE	\$36.00
Oct 25	Oct 25		CARDHOLDER SECURITY PLAN 1.883.688.6935	\$41.28
Oct 25	Oct 25		OVERLIMIT FEE ASSESSED FOR OCT 25, 2005	\$95.00
Oct 25	Oct 25		PERIODIC FINANCE CHARGE	\$127.70

Account Summary

Previous Balance		\$5,336.34
Purchases	+	\$0.00
Cash Advances	+	\$0.00
Other Debits	+	\$115.28
Credits	-	\$0.00
FINANCE CHARGE	+	\$127.70
Payments	-	\$0.00
New Balance	=	\$5,579.32
Past Due Amount	=	\$239.31

Bank of America

Customer Corner

IMPORTANT NOTICE. We are changing the terms of the Cardholder Agreement that governs your credit card Account with us. These changes are set forth on and/or enclosed in this statement. Please read the information carefully and retain it for your records.

IMPORTANT NOTICE. Your account is currently subject to the Penalty Rate. Once you make 6 consecutive monthly payments and during that same time you do not exceed your Credit Limit, the Purchase, Cash Advance and/or Balance Transfer APRs will revert to the terms of the Additional Disclosure as modified by the important legal notices set forth on and/or enclosed in this statement.

In accordance with your Cardholder Agreement, Penalty Rate Pricing has been placed on your account. Your account will return to its Standard Contract Rates after you make the Minimum Payment Due on-time for six consecutive months without going overlimit.

Bank of America

0007500 0071702 0557932 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627-9364

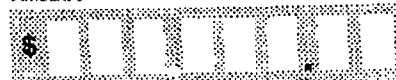


Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	11/19/05
Total Minimum Payment Due	\$717.02

New Balance: \$5,579.32

Amount Enclosed



Make check or money order payable to Bank of America.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT
FINANCE CHARGE

Annual Percentage Rate (APR)

Refer to the Finance Charge Summary section of your statement for your current rates. A "v" next to a Periodic Rate means the rate may vary.

If your statement has a Cash Advance Fee, the Annual Percentage Rate will look inflated because we annualize the Cash Advance Fee as if it applies each month over a 12-month period. We do this to meet federal disclosure requirements.

Grace Period on New Purchases (at least 20-days)

You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation Method - Average Daily Balance (Including New Transactions)

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Report a Lost or Stolen Card Immediately

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Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

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 - The dollar amount of the suspected error
 - Describe the error and explain, if you can, why you believe there is an error
- You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases

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Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit any payment as of the date we receive it as long as it is mailed with the enclosed payment coupon and received by us no later than 12:00 noon at either the P.O. Box on the front or the P.O. Box above. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order or drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfers; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 3 of 3

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	28.740%	0.07874%v D	\$4,110.19	\$97.10 P
Cash	28.740%	0.07874%v D	\$1,295.34	\$30.80 P

ANNUAL PERCENTAGE RATE 28.348%

v=Variable

Have you forgotten? Your account is past due \$239.31. If payment has been made, please accept our thanks and disregard this reminder.



DONNA J CROWELL

Account Number: 4356 0233 0064 9724

Your US Airways® Visa® Platinum Card

New Balance	\$5,686.67	Past Due Amount	\$289.60
Total Credit Line	\$5,000.00	Available Credit	\$0.00
Cash Limit	\$5,000.00	Available Cash	\$0.00
Overlimit Amount	\$686.67	Billing Date	11/25/05
Minimum Payment Due	\$834.09	Payment Due Date	12/20/05

24-Hour Customer Service 1.800.583.1820 Pay online! Visit
For Lost or Stolen Cards 1.800.583.1820 www.bankofamerica.com

US Airways Dividend Miles Summary

Dividend Miles Account Number E627R50
Miles Earned on Purchases 41
Total Miles Earned This Cycle 41

Transactions

 View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Nov 19	Nov 19	32381100000000302656028	PAY BY PHONE PAYMENT	CR \$128.41
Nov 19	Nov 19	32381100000000302656028	PAY BY PHONE FEE	\$15.00
Nov 19	Nov 19		LATE PAYMENT FEE	\$39.00
Nov 25	Nov 25		CARDHOLDER SECURITY PLAN 1.686.688.6938	\$42.34
Nov 25	Nov 25		PERIODIC FINANCE CHARGE	\$137.42

Account Summary

Previous Balance		\$5,579.32
Purchases	+	\$0.00
Cash Advances	+	\$0.00
Other Debits	+	\$96.34
Credits	-	\$0.00
FINANCE CHARGE		\$137.42
Payments	-	\$128.41
New Balance		\$5,688.67
Past Due Amount		\$289.60



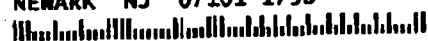
Customer Corner

In accordance with your Cardholder Agreement, your account will remain in Penalty Rate Pricing, since we did not receive your minimum payment on time. We look forward to returning your account to its Standard Contract Rates upon receiving six consecutive months of on-time payments without going overlimit.



0012641 0083409 0568667 4356023300649724

BANK OF AMERICA
PO BOX 1758
NEWARK NJ 07101-1758



DONNA J CROWELL
88 53 BLVD
COALPORT, PA 16627-9364



Payment Coupon

Account Number	4356 0233 0064 9724
Payment Due Date	12/20/05
Total Minimum Payment Due	\$834.09
New Balance:	\$5,686.67

Amount Enclosed



Make check or money order payable to Bank of America.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

FINANCE CHARGE

Annual Percentage Rate (APR)

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You can avoid Finance Charges on new Purchases that posted on this statement if your Previous Balance is zero (or a credit balance) and we receive full payment of the New Balance by the Payment Due Date. If so, you have from the date you made your purchase until the payment Due Date on the front to avoid any finance charge on that purchase. If your Previous Balance is greater than zero, there is no time period to pay the New Balance and avoid additional finance charges. There is no grace period for Cash Advances and Balance Transfers.

Periodic Finance Charge Calculation Method - Average Daily Balance (Including New Transactions)

For each day in the Billing Cycle, we take your beginning balance, add any new transactions or other debits (including other fees and charges) and subtract any payments or other credits. This gives us that day's Daily Balance. We multiply this Daily Balance by the Daily Periodic Rate to get your Periodic Finance Charge for that day. We add these Periodic Finance Charges to your Daily Balance to get the beginning balance for the next day.

To get your total Periodic Finance Charge for this Billing Cycle, we add all of the Daily Periodic Finance Charges and round the sum to the next highest cent. This amount is also equal to the Average Daily Balance multiplied by the Daily periodic rate times the number of days in the Billing Cycle rounded to the next highest cent. To determine an Average Daily Balance, we add your Daily Balances and divide by the number of days in the Billing Cycle.

We do this calculation separately for each feature such as Purchases, Cash Advances, Balance Transfers or Promotional Balances. Periodic Finance Charges begin to accrue from the later of the transaction date or the Statement Date of the Statement on which the transaction appears.

Account Renewal Information for Open Accounts

If your account has an Annual Fee and it is billed on this Statement, we will reverse the fee if you cancel your account and pay off any existing balance within 30 days of receipt of this Statement otherwise, the Annual Fee is non-refundable. You may continue to use your account during the 30-day period before you cancel. To cancel, write us at the Billing Inquiries address or call us at the phone number on the front.

Your Liability

Our records show that you are liable for any outstanding balance on this account if your name appears on the front of this statement or you otherwise agreed.

Report a Lost or Stolen Card Immediately

Call the 24-hour toll free number 1.800.583.1820. Do not use your account after you report a lost or stolen card.

Cardholder Security Plan™ / Payment Protection Plan

If you have questions about your enrollment or need to file for benefits, please call the applicable toll free number below (Monday-Friday, 7:00 a.m. - 10:00 p.m. Central Time):

Cardholder Security Plan- 1.888.668.6938; Payment Protection Plan- 1.888.838.0056

Service for International Calling

Dial the AT&T Direct access code for the country you are in and dial 1.888.801.3723. For a list of access codes visit www.bankofamerica.com/contact and select Credit Cards. You may also call us collect at 1.757.677.4701.

Service for Hearing-Impaired (TTY/TDD)

Contact our service for the hearing-impaired at 1.800.222.7365.

Pay on-line at www.bankofamerica.com or mail your payment to: BANK OF AMERICA, PO BOX 1768, NEWARK, NJ 07101-1768

BILLING RIGHTS SUMMARY

STATEMENT DISCLOSURE:

In Case of Error or Billing Inquiries

If you think your bill is wrong, or if you need more information about a transaction on your bill, **you must write to us (on a separate sheet) at PO Box 1790, Norfolk, VA 23501-1790 as soon as possible to preserve your rights.** We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. In your letter, give us the following information:

- 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

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods 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 not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address (if we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of the amount or location of purchase).

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

For address changes, you may access your account online at www.bankofamerica.com, call 1.800.583.1820 or write your address changes below. Please include your account number to ensure accurate processing.

Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

By providing us with your e-mail address, you agree that we may communicate with you by electronic mail.

Prompt Crediting of Payments

We will credit any payment as of the date we receive it as long as it is mailed with the enclosed payment coupon and received by us no later than 12:00 noon at either the P.O. Box on the front or the P.O. Box above. Crediting of all other payments may be delayed up to 5 days. All payments must be in the form of a check or money order drawn in U.S. dollars on a financial institution located in the U.S. or the U.S. Post Office or made by electronic funds transfers; however cash payments may be made in person at our banking centers only.

DONNA J CROWELL

Account Number: XXXX-XXXX-XXXX-8724

Bank of America 

Page 3 of 3

Customer Corner

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	28.740%	0.07874%v D	\$4,302.51	\$105.03 P
Cash	28.740%	0.07874%v D	\$1,326.81	\$32.39 P

ANNUAL PERCENTAGE RATE 29.293%

v=Variable

Have you forgotten? Your account is past due \$289.80. If payment has been made, please accept our thanks and disregard this reminder.

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

CAVALRY PORTFOLIO SERVICES, LLC :
as assignee of Cavalry SPVI, LLC : No. 08 - 1454 - CD
as assignee of Hilco Receivables, :
LLC as assignee of Bank of America, :
Plaintiff :

vs. :

DONNA J. CROWELL, :
Defendant :

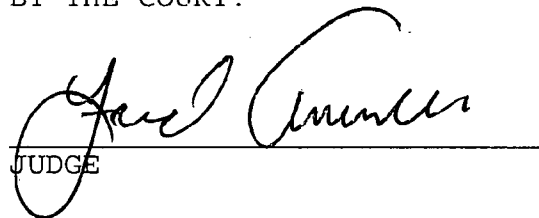
RULE

AND NOW, this 22 day of September, 2008, upon
consideration of the foregoing Defendant's Preliminary Objections
to Plaintiff's Complaint filed on behalf of the Defendant, a Rule
is issued on the Plaintiff to appear and show cause why the relief
requested therein should not be granted.

Rule made Returnable the 13th day of October,
2008, at 2:30 P.M., Clearfield County Courthouse, Courtroom No.
2.

A total of one-half (1/2) hour has been set aside for this
hearing.

BY THE COURT:


JUDGE

FILED
014:0087
SEP 22 2008

William A. Shaw
Prothonotary/Clerk of Courts
3cc Amy Colavecchi
(60)

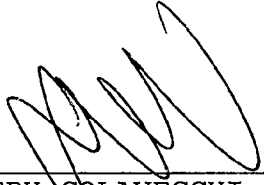
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC :
as assignee of Cavalry SPVI, LLC : No. 08 - 1454 - CD
as assignee of Hilco Receivables, :
LLC as assignee of Bank of America, :
Plaintiff :
vs. :
DONNA J. CROWELL, :
Defendant :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Defendant's Preliminary Objections and Rule Returnable in the above-captioned action was mailed by First Class Mail, postage prepaid, the 26th day of September 2008, to the attorney of record:

Frederic I. Weinberg
Joel M. Flink
Attorneys at Law
1001 E. Hector Street, Suite 220
Conshohocken, PA 19428


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

Dated: 9/21/08

FILED

OCT 03 2008

William A. Shaw
Prothonotary/Clerk of Courts

2051957

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 81894

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

FILED

OCT 30 2008

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd. 20.00
m/2:35 PM
ICC & Notice to Def.
ICC & Statement
to Att'y

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL

**PRAECIPE FOR ENTRY OF JUDGMENT FOR WANT OF AN ANSWER, ASSESSMENT
OF DAMAGES, VERIFICATION OF ADDRESS AND NON-MILITARY SERVICE**

TO THE PROTHONOTARY:

Enter judgment for want of an answer for plaintiff and against
defendant(s) above named only and assess damages certified to be
calculable as a sum certain from the complaint, as follows:

Principal	\$6,767.03
Interest from 7/11/08	
@24.99%	\$467.95
Costs (Complaint & Service)	\$195.00

Total: \$7,429.98

Understanding the false statements made herein are subject to penalty
under 18 Pa.C.S.A. §4904, Unsworn Falsification to Authorities, I
verify that:

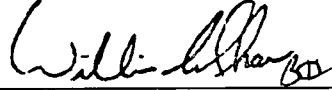
1. The last known addresses of the parties are: Cavalry
Portfolio Services, LLC as assignee of Cavalry SPV I, LLC as assignee
of Hilco Receivables, LLC as assignee of BANK OF AMERICA and that the
last known address of defendant, DONNA J CROWELL, 88 53 BLVD, COALPORT
PA 16627.

2. The annexed notice(s) of intention to file this praecipe was
(were) mailed to all parties, defendant and to their record attorneys,

if any, after default occurred, and at least ten days prior to the date of filing of this praecipe.

3. The said defendant(s) is (are) not in the military service of the United States or otherwise within the coverage of the Soldiers and Sailors Civil Relief Act and is (are) over 18 years of age.

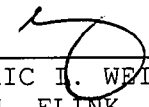
AND NOW, this 30th day of October, 2008 Judgment is entered in favor of the plaintiff(s) and against defendant(s) by default for want of an answer and damages assessed at the sum of , \$7,429.98 as per the above certification.



Prothonotary

GORDON & WEINBERG, P.C.

BY: _____



FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

2051957

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC as
assignee of Hilco Receivables, LLC
as assignee of BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL

NOTICE OF INTENTION TO TAKE DEFAULT

TO/PARA :

Joseph Colavecchi, Esquire
221 East Market Street
Clearfield, PA 16830

DATE OF NOTICE/FECHA DEL AVISO: October 7, 2008

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL

NOTICE

Pursuant to Pa.R.Civ.P. 236 of the Supreme Court of Pennsylvania, you are hereby notified that a judgment has been entered against you in the above proceeding as indicated below.

☒ Judgment by Default \$7,429.98
☐ Money Judgment \$
☐ Judgment on Award of Arbitrators\$
☐ Judgment on Verdict\$

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL
ATTORNEYS: FREDERIC I. WEINBERG OR JOEL M. FLINK, ESQUIRES AT THIS
TELEPHONE NUMBER: 484/351-0500

PROTHONOTARY

Willie L. Shaw 10/30/08
BY

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

Cavalry Portfolio Services, LLC
Cavalry SPV I, LLC
Hilco Receivables, LLC
Bank Of America
Plaintiff(s)

Vs.

Donna J. Crowell
Defendant(s)

No.: 2008-01454-CD

Real Debt: \$7,429.98

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 30, 2008

Expires: October 30, 2013

Certified from the record this 30th day of October, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104515
NO: 08-1454-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CALALRY PORTFOLIO SERVICES, LLC
vs.
DEFENDANT: DONNA J. CROWELL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	059864	10.00
SHERIFF HAWKINS	GORDON	059864	50.76

S
FILED
0/9:00 am
JAN 06 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

2051957

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

4 FILED *Atty pd 20.00*
7/11/28/08
AUG 07 2008 *2008*
Writs
William A. Shaw
Prothonotary/Clerk of Courts *to Sheriff*

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC as
assignee of Hilco Receivables, LLC
as assignee of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
County National Bank
3046 Main Street
Madera, PA 16661

GARNISHEE

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,
directed to the Sheriff of Clearfield County;

(1) against

DONNA J CROWELL

defendant(s) and

(2) against

County National Bank

garnishee(s)

(3) AMOUNT DUE

\$7,429.98

INTEREST

from October 30, 2008

\$294.29

COSTS

Prothonotary fee

\$20.00

Sheriff fee

\$100.00

TOTAL

\$7,844.27

2115.00 Prothonotary costs *Add'l*

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC as
assignee of Hilco Receivables, LLC
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7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
County National Bank
3046 Main Street
Madera, PA 16661

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. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached 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) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court 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, 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC as
assignee of Hilco Receivables, LLC
as assignee of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
County National Bank
3046 Main Street
Madera, PA 16661

GARNISHEE

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 \$300.00 statutory exemption be

[] (i) set aside in kind (specify property to be set aside in kind):

[] (ii) 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 and basis of exemption):

I request a prompt Court hearing to determine the exemption.

Notice of the hearing should be given to me at: (include address and telephone)

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. Section 4904 relating to unsworn falsification to authorities.

DATE: _____ Defendant: _____

**THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:**

Sheriff of Clearfield County
P.O. Box 549
Clearfield, PA 16830
814/765-2641

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

EXHIBIT "A"

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC as
assignee of Hilco Receivables, LLC
as assignee of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627

and
County National Bank
3046 Main Street
Madera, PA 16661

GARNISHEE

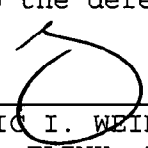
INTERROGATORIES IN ATTACHMENT

TO: County National Bank - GARNISHEE

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.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more 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 in 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(s) had an interest?

5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and 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(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) 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 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.
9. How much is the value of any property in your possession belonging to the defendant(s)?



FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 7/30/09

COPY

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627

and
County National Bank
3046 Main Street
Madera, PA 16661

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION - BANK ACCOUNT ONLY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

DONNA J CROWELL

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein: **No Levy other than bank account**
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

County National Bank
3046 Main Street
Madera, PA 16661- **GARNISHEE - serve only**

(specifically describe property)

and to notify the garnishee(s) 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 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 \$300.00 or less. If multiple accounts are attached, a total of \$300.00 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 42Pa.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	\$7,429.98
INTEREST	
from October 30, 2008	\$294.29
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

TOTAL \$7,844.27

115.00 Prothonotary costs-Add'l

BY:

Clerk

, Prothonotary

DATE:

8/7/09

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL

88 53 BLVD

COALPORT PA 16627

and

County National Bank

3046 Main Street

Madera, PA 16661

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$7,429.98
INTEREST	
from October 30, 2008	\$294.29
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

TOTAL \$7,844.27

115.00

Prothonotary costs - Add 11

FREDERIC I. WEINBERG, ESQUIRE &

JOEL M. FLINK, ESQUIRE

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1454-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC as assignee

vs

SERVICE # 1 OF 2

DONNA J. CROWELL

TO: COUNTY NATIONAL BANK, Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 11/05/2009 *ASAP* HEARING: PAGE: 106031

DEFENDANT: COUNTY NATIONAL BANK, Garnishee

ADDRESS: 3046 MAIN STREET
MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

08-12-09 closed e-mail

SHERIFF'S RETURN

NOW, 8-13-09 AT 2:34 AM (PM) SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON COUNTY NATIONAL BANK, Garnishee
DEFENDANT

BY HANDING TO CINDY Pearce / Receptionist

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

ADDRESS SERVED 1 South 2nd St. Clearfield, Pa. 16830

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR COUNTY NATIONAL BANK, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO COUNTY NATIONAL BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nerling
Deputy Signature

Jerome M. Nerling
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG.106031

CAVALRY PORTFOLIO SEVICES, LLC as assignee

NO. 08-1454-CD

-vs-

DONNA J. CROWELL

TO: County National Bank, Garnishee

WRIT OF EXECUTION, INTERROGATORIES
TO GARNISHEE

FILED
AUG 14 2009
01320/a
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW AUGUST 14, 2009 MAILED THE WITHIN, WRIT OF EXECUTION, PRAECIPE, NOTICE OF WRIT, CLAIM FOR EXEMPTION, INTERROGATORIES TO DONNA J. CROWELL, DEFENDANT AT 88 53 BLVD., COALPORT, PA. 16627 IN THE S.A.S.E.

SHFF. HAWKINS: \$27.00
SHFF. SURCHARGE: \$20.00
PAID BY: Atty.

So Answers,

Chester A. Hawkins
by Mairlyn Hannon

CHESTER A. HAWKINS
SHERIFF

SWORN TO BEFORE ME THIS
____ DAY OF _____ 2009

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627

and
County National Bank
3046 Main Street
Madera, PA 16661

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION - BANK ACCOUNT ONLY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

DONNA J CROWELL

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's(s) interest therein: **No Levy other than bank account**
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

County National Bank
3046 Main Street
Madera, PA 16661- **GARNISHEE - serve only**

(specifically describe property)

and to notify the garnishee(s) 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 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 \$300.00 or less. If multiple accounts are attached, a total of \$300.00 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 42Pa.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	\$7,429.98
INTEREST	
from October 30, 2008	\$294.29
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>

TOTAL \$7,844.27

115.00 Prothonotary costs-Add'l

BY:

Clerk

Prothonotary

DATE:

8/7/09

Received this writ this 7 day

of August A.D. 2009

At PA A.M./P.M.

Clifford A. Hampers
Sheriff by Nancy Hamer

GORDON & WEINBERG, P.C.

BY: FREDERIC I. WEINBERG, ESQUIRE

Identification No.: 41360

JOEL M. FLINK, ESQUIRE

Identification No.: 41200

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL

88 53 BLVD

COALPORT PA 16627

and

County National Bank

3046 Main Street

Madera, PA 16661

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$7,429.98
INTEREST	
from October 30, 2008	\$294.29
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$100.00</u>
TOTAL	\$7,844.27

115.00

Prothonotary costs - Add 11

FREDERIC I. WEINBERG, ESQUIRE &

JOEL M. FLINK, ESQUIRE

1001 E. Hector Street, Ste 220

Conshohocken, PA 19428

484/351-0500

2051957

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED pd \$7.00 Att
m/ 10.00 am ICC Att Weinberg
SEP 04 2009

William A. Shaw
Prothonotary/Clerk of Courts

Cavalry Portfolio Services,
LLC as assignee of Cavalry SPV
I, LLC as assignee of Hilco
Receivables, LLC as assignee
of BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL

and
County National Bank
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment of the defendant's bank
account with County National Bank, as Garnishee in the above
entitled matter.

GORDON & WEINBERG, P.C.

BY: _____

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P011

2051957

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED

MAR 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd.
20.00
Linda Cole
Counts to
Sheriff

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables,
LLC as assignee of BANK OF
AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,
directed to the Sheriff of Clearfield County;

(1) against
DONNA J CROWELL
defendant(s) and

(2) against
Northwest Savings Bank
garnishee(s)

(3)	AMOUNT DUE	\$7,429.98
	INTEREST	
	from October 30, 2008	\$621.63
	COSTS	
	Prothonotary fee	\$20.00
	Sheriff fee	<u>\$200.00</u>
(4)	Less: Payments on Account	(\$.00)

TOTAL \$8,271.61

1162.00 Prothonotary costs

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables,
LLC as assignee of BANK OF
AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

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. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached 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) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court 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, 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables,
LLC as assignee of BANK OF
AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE

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 \$300.00 statutory exemption be

[] (i) set aside in kind (specify property to be set
aside in kind):

[] (ii) 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 and basis of exemption):

I request a prompt Court hearing to determine the exemption.

Notice of the hearing should be given to me at: (include address and telephone)

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. Section 4904 relating to unsworn falsification to authorities.

DATE: _____ Defendant: _____

**THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:**

Sheriff of Clearfield County
1 N. 2ND ST., STE. 116
Clearfield, PA 16830
814/765-2641

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

EXHIBIT "A"

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC as
assignee of Hilco Receivables, LLC
as assignee of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE


INTERROGATORIES IN ATTACHMENT

TO: Northwest Savings Bank - GARNISHEE

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.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more 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 in 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(s) had an interest?

5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and 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(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) 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 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.
9. How much is the value of any property in your possession belonging to the defendant(s)?



FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 3/25/10

COPY

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables,
LLC as assignee of BANK OF
AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION - BANK ACCOUNT ONLY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

DONNA J CROWELL

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein: **No Levy other than bank account**
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

Northwest Savings Bank
1900 River Road
Clearfield PA 16830- **GARNISHEE - serve only**

(specifically describe property)

and to notify the garnishee(s) 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 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 \$300.00 or less. If multiple accounts are attached, a total of \$300.00 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 42Pa.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 \$7,429.98

INTEREST
from October 30, 2008 \$621.63

COSTS
Prothonotary fee \$20.00
Sheriff fee \$200.00

Less: Payment on Account (\$0.00)

TOTAL **\$8,271.61** Prothonotary costs
162.00

BY: William L. Shanley, Prothonotary
Clerk

DATE: 3/29/2010

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables,
LLC as assignee of BANK OF
AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$7,429.98
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from October 30, 2008	\$621.63
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Prothonotary fee	\$20.00
Sheriff fee	<u>\$200.00</u>
Less: Payment on Account	(\$.00)
TOTAL	\$8,271.61
	162.00 Prothonotary costs

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

3/31/10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1454-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC as assignee of Hilco Receivables, LLC as assignee of BANK OF AMERICA

vs

SERVICE # 1 OF 2

DONNA J. CROWELL

TO: NORTHWEST SAVINGS BANK, Garnishee

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 06/26/2010 ASAP HEARING: PAGE: 106898

DEFENDANT: NORTHWEST SAVINGS BANK, Garnishee
ADDRESS: 1900 RIVER ROAD
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 3/31/10 AT 1112 AM PM SERVED THE WITHIN

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

BY HANDING TO Isabella Cunkelman, personal banker

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

ADDRESS SERVED 1900 River rd Clearfield Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

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

AT (ADDRESS) _____

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

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

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2010

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

S. Hunter
Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 106898

2 OF 2

CAVALRY PORTFOLIO SERVICES, LLC

NO. 08-1454-CD

-VS-

DONNA J. CROWELL

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: NORTHWEST SAVINGS BANK, Garnishee

SHERIFF'S RETURN

NOW MARCH 31, 2010 MAILED THE WITHIN:
PRAECIPE, WRIT, WRIT NOTICE, CLAIM FOR EXEMPTION, INTERROGATORIE
TO DONNA J. CROWELL, DEFENDANT
AT 88 53 BLVD., COALPORT, PA. 16627
IN THE S.A.S.E.

^S FILED
9/3:30 PM
APR - 1 2010
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106898

NO: 08-1454-CD

SERVICES 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV I, LLC as assignee of Hilco
Receivables, LLC as assignee of BANK OF AMERICA

vs.

DEFENDANT: DONNA J. CROWELL

TO: NORTHWEST SAVINGS BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	112801	20.00
SHERIFF HAWKINS	GORDON	112801	28.00

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,



Chester A. Hawkins
Sheriff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables,
LLC as assignee of BANK OF
AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

WRIT OF EXECUTION - BANK ACCOUNT ONLY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

DONNA J CROWELL

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein: **No Levy other than bank account**
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

Northwest Savings Bank
1900 River Road
Clearfield PA 16830- **GARNISHEE - serve only**

(specifically describe property)

and to notify the garnishee(s) 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 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 \$300.00 or less. If multiple accounts are attached, a total of \$300.00 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 42Pa.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 \$7,429.98

INTEREST

from October 30, 2008 \$621.63

COSTS

Prothonotary fee \$20.00

Sheriff fee \$200.00

Less: Payment on Account (\$0.00)

TOTAL

\$8,271.61

~~162.00~~ Prothonotary costs

BY:

Clerk

Prothonotary

DATE:

3/29/2010

Received this writ this 29 day
of March A.D. 2010
At 3:00 A.M./P.M.
Chester A. Hawkins
Sheriff

by Mark Hams

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
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GARNISHEE

WRIT OF EXECUTION

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Less: Payment on Account	(\$.00)
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162.00 Prothonotary costs

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

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GARNISHEE

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Less: Payment on Account (\$.00)

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162.00

BY: Willie L. Shaw, Prothonotary
Clerk

DATE: 3/29/2010

Received this writ this 29 day
of March A.D. 2010
At J:ce A.M./P.M.

Christopher A. Hawkins
Sheriff
by Marilyn Harris

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
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FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
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1162.00

BY: Willi L. Shaw, Prothonotary
Clerk

DATE: 3/29/2010

Subscribed this 29 day
At Marsh A.D. 2010
3:22 A.M./P.M.
Chester B. Hawkins
Sheriff
by Marilyn Harris

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
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CLEARFIELD COUNTY

vs.

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FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

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Prothonotary costs
162.00

BY:

Clerk

Prothonotary

DATE:

3/29/2010

Received this writ this 29 day
of March A.D. 2010
At 3:00 A.M./P.M.

Sheriff

Chester A. Henderson
by Marjorie Hamer

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
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1001 E. Hector Street, Ste 220
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COURT OF COMMON PLEAS
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TOTAL **\$8,271.61**

162.00 Prothonotary costs

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
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Conshohocken, PA 19428
484/351-0500

FILED

APR 09 2010

William A. Shaw
Prothonotary/Clerk of Courts

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC as
assignee of Hilco Receivables, LLC
as assignee of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE


Answers
INTERROGATORIES IN ATTACHMENT

TO: Northwest Savings Bank - GARNISHEE

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.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason? *yes*
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant. *See next page*
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 in 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(s) had an interest?

5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and 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(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) 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 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.
-
9. How much is the value of any property in your possession belonging to the defendant(s)?


FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 3/25/10

(2) 2841006089 jointly owned husband + wife Savings
2856007725 jointly owned husband + wife Checking
2851018263 solely owned Savings account \$600.00

After the \$300.00 customer exemption + Northwest's disclosed Processing fee of \$100.00, there is \$200.00 available for garnishment.

Rachely Schwab

4/7/10 814-728-7389

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables, LLC
as assignee of Bank of America

Plaintiff

vs.

Donna J Crowell

Defendants

v.

NORTHWEST SAVINGS BANK,
Garnishee

Case No 2008-1454-CD

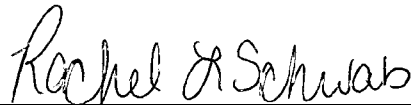
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answers to Interrogatories in Attachment was mailed by first class mail, postage prepaid, or hand delivered this 7th day of April 2010, to unrepresented parties in the above captioned matter as follows:

Donna J Crowell
PO Box 80
Coalport, PA 16627

Gordon & Weinberg, LLC
1001 E Hector St
Ste 220
Conshohocken, PA 11747

By



Rachel Schwab
Northwest Savings Bank
100 Liberty St
PO Box 128
Warren PA 16365



Where people make the difference.

100 LIBERTY STREET

P. O. BOX 128

WARREN, PENNSYLVANIA 16365

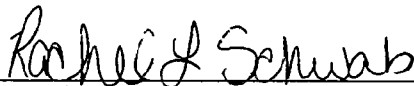
Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables, LLC
as assignee of Bank of America

Vs.

Donna J Crowell
Commonwealth of Pennsylvania
County of Clearfield
Case No 2008-1454-CD

VERIFICATION

The undersigned does hereby verify under penalty of perjury, that he/she is the legal representative of Northwest Savings Bank, Garnishee herein, that he/she is duly authorized to make this Verification and that the facts set forth in the foregoing INTERROGATORIES are true and correct to the best of his/her knowledge, information and belief.



Rachel L Schwab

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

Northwest Savings Bank
Attn: Rachel Schwab
100 Liberty St
PO Box 128
Warren PA 16365
PH: 814-728-7389

Thank you.

2051957

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED *Att'y pd, 00.00*
7/10/38/51
MAY 24 2010 *1007 Notice*
William A. Shaw
Prothonotary/Clerk of Courts *to Garnishee*
100 Att'y (6/10)

Cavalry Portfolio Services, LLC as
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7 Skyline Drive
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COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

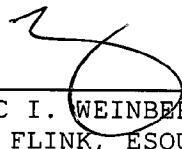
DONNA J CROWELL
and
Northwest Savings Bank
Garnishee

PRAECIPE FOR JUDGMENT UPON ADMISSION

TO THE PROTHONOTARY:

Please enter judgment in favor of the Plaintiff, Cavalry Portfolio Services, LLC as assignee of Cavalry SPV I, LLC as assignee of Hilco Receivables, LLC as assignee of BANK OF AMERICA and against the Garnishee, Northwest Savings Bank, in the amount of \$200.00, admitted in the Answer to Interrogatories to be in the Garnishee's possession, together with interest and costs which is not more than the amount of the judgment of the Plaintiff against the Defendant together with post judgment costs and post judgment interest which is \$8,464.29.

Date: 5/24/10 GORDON & WEINBERG, P.C.

BY: 
FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

2051957
GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
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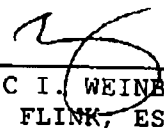
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TO: Northwest Savings Bank - GARNISHEE

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.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason? *yes*
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant. *See next page*
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 in 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(s) had an interest?

5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and 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(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) 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 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.
9. How much is the value of any property in your possession belonging to the defendant(s)?


FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 3/25/10

(2) 2841006089 jointly owned husband + wife Savings
2856007725 jointly owned husband + wife Checking
2851018263 solely owned Savings account \$600.00

After the \$300.00 Customer exemption + Northwest's disclosed Processing Fee of \$100.00, there is \$200.00 available for garnishment.

Rachel & Schwab

4/7/16 814-728-7389



Where people make the difference.

100 LIBERTY STREET

P. O. BOX 128

WARREN, PENNSYLVANIA 16365

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables, LLC
as assignee of Bank of America

Vs.

Donna J Crowell
Commonwealth of Pennsylvania
County of Clearfield
Case No 2008-1454-CD

VERIFICATION

The undersigned does hereby verify under penalty of perjury, that he/she is the legal representative of Northwest Savings Bank, Garnishee herein, that he/she is duly authorized to make this Verification and that the facts set forth in the foregoing INTERROGATORIES are true and correct to the best of his/her knowledge, information and belief.

Rachel L Schwab
Rachel L Schwab

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

Northwest Savings Bank
Attn: Rachel Schwab
100 Liberty St
PO Box 128
Warren PA 16365
PH: 814-728-7389

Thank you.

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables, LLC
as assignee of Bank of America

Plaintiff

vs.

Donna J Crowell

Defendants

v.

NORTHWEST SAVINGS BANK,
Garnishee

Case No 2008-1454-CD

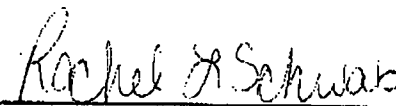
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answers to Interrogatories in Attachment was mailed by first class mail, postage prepaid, or hand delivered this 7th day of April 2010, to unrepresented parties in the above captioned matter as follows:

Donna J Crowell
PO Box 80
Coalport, PA 16627

Gordon & Weinberg, LLC
1001 E Hector St
Ste 220
Conshohocken, PA 11747

By



Rachel Schwab
Northwest Savings Bank
100 Liberty St
PO Box 128
Warren PA 16365

COPY

2051957

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
and
Northwest Savings Bank
Garnishee

NOTICE

PURSUANT TO RULE 236 OF THE SUPREME COURT OF PENNSYLVANIA, YOU ARE HEREBY
NOTIFIED THAT A JUDGMENT UPON ADMISSIONS HAS BEEN ENTERED AGAINST YOU IN
THE ABOVE PROCEEDING.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL **FREDERIC**
I. WEINBERG, ESQUIRE AT 484/351-0500

Willi [Signature] 5/24/10

2051957

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED *pd \$7.00*
11:04 am
JUN - 7 2010 *ICC H44*
W Weinberg
William A. Shaw
Prothonotary/Clerk of Courts

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL

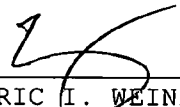
and
Northwest Savings Bank
Garnishee

ORDER TO SATISFY JUDGMENT AGAINST GARNISHEE

TO THE PROTHONOTARY:

Kindly mark the judgment entered against garnishee Northwest
Savings Bank in the above-captioned matter satisfied upon payment of
your costs only.

GORDON & WEINBERG, P.C.

BY: 
FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P013

2051957

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

FILED

APR 11 2011

William A. Shaw
Prothonotary/Clerk of Courts

6 units to SHN

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables,
LLC as assignee of BANK OF
AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,
directed to the Sheriff of Clearfield County;

- (1) against
DONNA J CROWELL
defendant(s) and
- (2) against
Northwest Savings Bank
garnishee(s)
- (3) AMOUNT DUE \$7,429.98
INTEREST
from October 30, 2008 \$1,061.81
COSTS
Prothonotary fee \$20.00
Sheriff fee \$200.00
- (4) Less: Payments on Account (\$200.00)
- TOTAL** \$8,511.79

Prothonotary costs \$215.00

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables,
LLC as assignee of BANK OF
AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE

WRIT OF EXECUTION

(3) AMOUNT DUE	\$7,429.98
INTEREST	
from October 30, 2008	\$1,061.81
COSTS	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$200.00</u>
Less: Payment on Account	(\$200.00)

TOTAL **\$8,511.79**

Prothonotary costs
~~\$~~ 215.00

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
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484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
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AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

DONNA J CROWELL

defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein:

NO LEVY OTHER THAN BANK ACCOUNT

- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

Northwest Savings Bank
1900 River Road
Clearfield PA 16830- **GARNISHEE - SERVE ONLY**

(specifically describe property)

and to notify the garnishee(s) 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 (i) the first \$10,000.00 of each account of the defendant with a bank or other financial institution containing any funds which 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.**

(ii) **each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all 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.**


(iii) **any funds in an account of the defendant with a bank or other financial institution 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	\$7,429.98
INTEREST	
from October 30, 2008	\$1,061.81
COSTS:	
Prothonotary fee	\$20.00
Sheriff fee	<u>\$200.00</u>

Less: Payment on Account (\$200.00)

TOTAL \$8,511.79

Prothonotary costs \$215.00  Prothonotary

BY: _____
Clerk

DATE: 4-11-11

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I, LLC
as assignee of Hilco Receivables,
LLC as assignee of BANK OF
AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

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. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may applicable to you. Attached 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) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court 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, 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
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7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE

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 \$300.00 statutory exemption be

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

☐ (ii) 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 and basis of exemption):

I request a prompt Court hearing to determine the exemption.

Notice of the hearing should be given to me at: (include address and telephone)

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. Section 4904 relating to unsworn falsification to authorities.

DATE: _____ Defendant: _____

**THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:**

Sheriff of Clearfield County
1 N. 2ND ST., STE. 116
Clearfield, PA 16830
814/765-2641

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

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

EXHIBIT "A"

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC as
assignee of Cavalry SPV I, LLC as
assignee of Hilco Receivables, LLC
as assignee of BANK OF AMERICA
7 Skyline Drive
Hawthorne, NY 10532

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL
88 53 BLVD
COALPORT PA 16627
and
Northwest Savings Bank
1900 River Road
Clearfield PA 16830

GARNISHEE

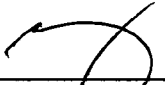
INTERROGATORIES IN ATTACHMENT

TO: Northwest Savings Bank - GARNISHEE

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.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more 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 in 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(s) had an interest?

5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so what was the consideration therefore?
6. At any time after you were served did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) 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(s) 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 of funds in each account, 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 any subsequent time did the defendant(s) 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.
9. How much is the value of any property in your possession belonging to the defendant(s)?



FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: 3/31/11

To Deputy 4/13/11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1454-CD

CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV 1, LLC as assignee of Hilco Receivables, LLC as assignee of BANK OF AMERICA

vs

SERVICE # 1 OF 2

DONNA J. CROWELL

TO: NORTHWEST SAVINGS BANK, Garnishee

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 06/10/2011 **RUSH** HEARING: PAGE: 108379

DEFENDANT: NORTHWEST SAVINGS BANK, Garnishee

ADDRESS: 1900 RIVER ROAD
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED
APR 19 2011
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 04-19-11 AT 1:34 AM / PM **SERVED** THE WITHIN

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

BY HANDING TO MICHAEL T. Ryan / OFFICE MANAGER

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

ADDRESS SERVED 1900 RIVER ROAD, CLEARFIELD, PA. 16830

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

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

AT (ADDRESS) _____

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

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

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2011

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Mark A. Coudriet
Deputy Signature

Mark A. Coudriet
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 108379

2 of 2

CAVALRY PORTFOLIO SERVICES, LLC

NO. 08-1454-CD

-VS-

DONNA J. CROWELL

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: NORTHWEST SAVINGS BANK, Garnishee

SHERIFF'S RETURN

NOW APRIL 25, 2011 MAILED THE WITHIN:
WRIT, WRIT NOTICE & CLAIM FOR EXEMPTION
TO: DONNA J. CROWELL, DEFENDANT
AT: 88 53 BLVD., COALPORT, PA. 16627
IN THE S.A.S.E.

FILED

9/2:50pm
APR 26 2011

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 108379

NO: 08-1454-CD

SERVICES 2

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: CAVALRY PORTFOLIO SERVICES, LLC as assignee of Cavalry SPV 1, LLC as assignee of Hilco
Receivables, LLC as assignee of BANK OF AMERICA

vs.

DEFENDANT: DONNA J. CROWELL

TO: NORTHWEST SAVINGS BANK, Garnishee

SHERIFF RETURN

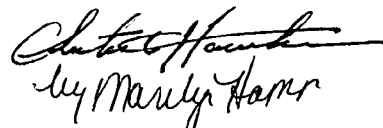
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GORDON	144682	20.00
SHERIFF HAWKINS	GORDON	144682	28.44

Sworn to Before Me This

_____ Day of _____ 2011

So Answers,



Chester A. Hawkins
Sheriff

2051957

S FILED *e*

MAY 09 2011

m/10:30
William A. Shaw
Prothonotary/Clerk of Courts

I came to
ATLY

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Cavalry Portfolio Services, LLC
as assignee of Cavalry SPV I,
LLC as assignee of Hilco
Receivables, LLC as assignee of
BANK OF AMERICA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2008-1454-CD

DONNA J CROWELL

and
Northwest Savings Bank
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment of the defendant's bank account
with Northwest Savings Bank, as Garnishee in the above entitled
matter.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P011