

08-1478-CD
Red Rock Lake Fin vs John Unicky

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

RED ROCK LAKE FINANCIAL,
ASSIGNEE OF BENEFICIAL CONSUMER DISCOUNT COMPANY

Plaintiff

No. 2008 - 1478 - CD

vs.

COMPLAINT IN CIVIL ACTION

JOHN ILNICKY

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

MATTHEW D. URBAN, Esquire
PA I.D. #90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6380817

FILED
M 11:52 a.m. GK
AUG 11 2008
William A. Shaw
Prothonotary/Clerk of Courts
NO CL
1 Compl. to
SHFF
Amy PAID 95.00

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

RED ROCK LAKE FINANCIAL,
ASSIGNEE OF BENEFICIAL CONSUMER DISCOUNT COMPANY

Plaintiff

vs.

Civil Action No.

JOHN ILNICKY

Defendant

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

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

COMPLAINT

1. Plaintiff is a corporation having offices in 1250 SOUTH GROVE ST, #301, BARRINGTON, IL 60010-0000.
2. Defendant is an adult individual residing at 452 MAIN STREET RAMEY, PA 16671 .
3. On or about MARCH 2 1999, Defendant duly executed a LOAN REPAYMENT AND SECURITY AGREEMENT (hereinafter the "Agreement") in favor of BENEFICIAL CONSUMER DISCOUNT COMPANY, a true and correct copy of said Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Said Contract was subsequently assigned to Plaintiff.
5. Plaintiff avers that Defendant is in default of the Agreement by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that a balance of \$11,170.77 is due from Defendant as of JUNE 18 2008.
7. Plaintiff is entitled to interest at the rate of 21.98 % per annum.
8. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

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

WHEREFORE, Plaintiff demands judgment against Defendant, JOHN ILNICKY, individually, in the amount of \$11,170.77 with continuing interest thereon at the rate of 21.98 % per annum from MAY 9, 2008, plus costs.

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

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



MATTHEW D. URBAN, Esquire

PA I.D. #90963

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:6380817

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PENNSYLVANIA
3006 PLEASANT VALLEY BLVD
ALTOONA PA 16602

BORROWERS (called "You", "Your")

ILNICKY, JOHN
SS# 176382102
ILNICKY, JEANNE-TE F
SS# 169429549
PO BOX 324
IRVONA PA 16656

LOAN NO: 711702-504729

6380817
39.1

EFFECTIVE DATE 03/02/1999	FIRST PAYMENT DUE DATE 04/02/1999	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 03/02/2006	CONTRACT RATE (per year) 21.991 %
AMOUNT FINANCED \$ 7,340.86		FEE \$ 220.02		OFFICIAL FEES \$ 19.60
LIFE INS PREMIUM \$ 441.48	DISABILITY INS PREMIUM \$ NONE	HUI PREMIUM \$ NONE		
RELI INS PREMIUM \$ NONE	FORECLOSURE IMPAIRMENT INS PREMIUM \$ NONE	PROPERTY INS (PPD) \$ NONE		
FIRST INSTALLMENT \$ 177.08	MONTHLY INSTALLMENT \$ 177.08	TERM PERIOD 84		NON FILING INSURANCE PREMIUM \$ NONE

SECONDARY MORTGAGE LOAN

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE SECONDARY MORTGAGE LOAN ACT.
YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

Title insurance on real estate security.

Fire and extended coverage insurance on real estate security.

Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.

(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

01-01-99 RE SI
2ND MTG

PAB55911

ORIGINAL



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

PAYMENT. In return for your loan described below, you agree to pay us, the Principal and Interest computed at the Contract Rate (as stated on page one). Principal is Amount Financed, plus The Fee. You shall pay us monthly payments, at our business address or other address given you. If more than one Borrower is named on page one, we may enforce this Contract against all, or any Borrowers, but not in a combined amount greater than the amount owed. Each payment will be first applied to any Late Charges, then to Interest at the Contract Rate for the actual time outstanding, and the remainder to your unpaid Principal.

DATE ON WHICH INTEREST BEGINS. If you do not cancel this loan, the date on which Interest begins, payment dates, and effective date of insurance purchased are postponed by the number of days from this contract's date to date you receive this loan.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. You may prepay your loan at any time. Prepayment will reduce the Interest, because it is computed by the simple interest method. The Principal is fully earned when this loan is made.

LATE CHARGE. We will charge you a late charge if you don't pay any payment in full in 15 days after it's due date. The Late Charge is equal to 10% of the Monthly Installment or \$20.00, whichever is greater.

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

SECURITY. If disclosed on page one, you also agree to give us a security interest in the property identified on page one. You agree to give us a security interest in the real estate as described in the Mortgage/Deed of Trust.

PROPERTY INSURANCE:

A. YOUR OBLIGATION TO INSURE. You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE. You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit (i.e. commission, service fee, expense reimbursement, etc.) from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

01-01-99 RE SI
2ND MTG

PAB55912

ORIGINAL



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

DEFAULT. If you don't pay on time or fail to keep any required insurance in force, or if permitted in the event of default under the Mortgage, (1) all your payments may become due at once and, (2) without notifying you before bringing suit, we may sue you for the entire unpaid balance of Principal and accrued Interest and (3) any judgment in our favor may include our reasonable attorney's fee and court costs as determined by the court. You agree that, should we obtain judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Federal law. You agree to pay interest on any judgment at the Contract Rate.

EXCHANGE OF INFORMATION. You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 8602, Elmhurst, IL 60126.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

OPTIONAL INSURANCE. Optional Credit Insurances and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

APPLICABLE LAW. This loan is made under the Pennsylvania Secondary Mortgage Loan Act, Title 7, Purdon's Pennsylvania Statutes. This loan also may qualify as an "alternative mortgage transaction" under the Alternative Mortgage Transactions Parity Act Section of the Garn-St. Germain Depository Institutions Act of 1982, Sections 3801 to 3806, Title 12, United States Code.

If you do not pay the full amount of an instalment when it is due, and we intend to foreclose on the Mortgage, we must comply with the provisions of Section 403 and 404 of the Act of January 30, 1974, which is known as Act No. 6, and the provisions of the Homeowner's Emergency Mortgage Assistance Act (Act No. 91 of 1983).

ANY ADVANCE OF FUNDS PURSUANT TO THIS CREDIT LINE ACCOUNT AGREEMENT AND THE MORTGAGE WHICH SECURES THE AGREEMENT MAY, IN THE EVENT OF ANY DEFAULT, RESULT IN THE LOSS OF YOUR HOME OR OTHER REAL PROPERTY PLEDGED AS SECURITY FOR YOUR LOAN.

YOU HAVE RECEIVED A COMPLETE
COPY OF THIS AGREEMENT AND THE
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

John McKinley (SEAL)

Deannette L. McKinley (SEAL)

WITNESS: (SEAL)

C. J. Wood

01-01-99 RE SI
2ND MTG

PAB55913

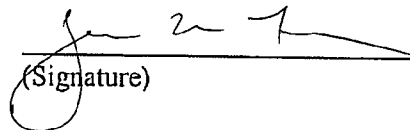
ORIGINAL



VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is GEORGIA ANN LYCOS
(Name)
ASSET MANAGER of RED ROCK LAKE FINANCIAL LLC, plaintiff herein, that
(Title) (Company)

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.


(Signature)

WWR# 6380817
Client Account # 7117000504729
Name John Ilnick

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1478-CD

RED ROCK LAKE FINANCIAL Assignee of Beneficial Consumer

vs
JOHN ILNICKY

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 09/10/2008 HEARING: PAGE: 104525

DEFENDANT: JOHN ILNICKY
ADDRESS: 452 MAIN ST.
RAMEY, PA 16671

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED William A. Shaw
Notary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 8-13-08 AT 2:31 AM / PM SERVED THE WITHIN

COMPLAINT ON JOHN ILNICKY, DEFENDANT

BY HANDING TO John Ilnicky, Det

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

ADDRESS SERVED 452 MAIN ST. Apt #2
Ramey, Pa 16671

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR JOHN ILNICKY

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JOHN ILNICKY

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

DOCKET # 104525
NO: 08-1478-CD
SERVICES 1
COMPLAINT

PLAINTIFF: RED ROCK LAKE FINANCIAL Assignee of Beneficial Consumer
vs.
DEFENDANT: JOHN ILNICKY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8729100	10.00
SHERIFF HAWKINS	WELTMAN	8729100	42.57

5
FILED
01/19/08
10:50 AM
JAN 10 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

FILED

MAR 19 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

NOTICE TO
DEFT.

RED ROCK LAKE FINANCIAL
ASSIGNEE OF BENEFICIAL CONSUMER DISCOUNT COMPANY

Plaintiff

No. 2008-1478-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

JOHN ILNICKY

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt,
P.A.I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412)434-7955
Fax: 412-338-7130

WWR#6380817
Judgment Amount \$ 12,449.32

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

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

RED ROCK LAKE FINANCIAL
ASSIGNEE OF BENEFICIAL CONSUMER DISCOUNT COMPANY

Plaintiff

vs.

Civil Action No. 2008-1478-CD

JOHN ILNICKY

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

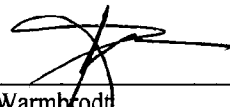
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, JOHN ILNICKY above named, in the default of an Answer, in the amount of \$12,449.32 computed as follows:

Amount claimed in Complaint	\$11,170.77
Interest from 5/9/08 to 3/5/09 at the legal interest rate of 21.98% per annum	\$1,278.55
TOTAL	\$12,449.32

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

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

By: 
James C. Warmbrodt
P.A.I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412)434-7055
Fax: 412-338-7130

WWR#6380817

Plaintiff's address is:

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

And that the last known address of the Defendant is: 452 MAIN STREET RAMEY, PA 16671

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

RED ROCK LAKE FINANCIAL
ASSIGNEE OF BENEFICIAL CONSUMER DISCOUNT COMPANY

Plaintiff

vs.

Civil Action No. 2008-1478-CD

JOHN ILNICKY

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on MARCH 19, 2009

(xx) Assumpsit Judgment in the amount
 of \$12,449.32 plus costs.

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

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

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

Prothonotary

By: 
PROTHONOTARY (OR DEPUTY)

JOHN ILNICKY
452 MAIN STREET
RAMEY, PA 16671

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

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

RED ROCK LAKE FINANCIAL L

Plaintiff

Case No. 2008-1478-CD

vs.

JOHN ILNICKY

Defendant

IMPORTANT NOTICE

TO:
JOHN ILNICKY
452 MAIN STREET
RAMEY, PA 16671

Date of Notice: 2/19/09

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

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

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

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

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

By: 

Matthew Urban
P.A.I.D.# 90963
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, 1400 Koppers Building
Pittsburgh, PA 15219
Phone: (412) 434-7955
6380817 A PIT SMI

Department of Defense Manpower Data Center

MAR-05-2009 06:48:25



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

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

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

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

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

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

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

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

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

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

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

RED ROCK LAKE FINANCIAL
ASSIGNEE OF BENEFICIAL CONSUMER DISCOUNT COMPANY

Case no: 2008-1478-CD

Plaintiff
vs.

NON-MILITARY AFFIDAVIT

JOHN ILNICKY

Defendant

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

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

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

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

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

Further Affiant sayeth naught.

AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 11 day
of March, 2009

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wendy L. Gault, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 15, 2010
Member, Pennsylvania Association of Notaries

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