

08-2206-CD  
Asset Acceptance vs Norma J. Desmett

5 FILED

NOV 17 2008

M/12:55/WH

William A. Shaw  
Prothonotary/Clerk of Courts

1 (PMT TO HATT) L

SHERIFF

HAYT, HAYT & LANDAU, LLC  
By: Arthur Lashin, Esquire  
Identification No. 23425  
400 Market Street  
Suite 600  
Philadelphia, PA 19106-2513  
(215) 928-1400

Attorney for Plaintiff

ASSET ACCEPTANCE LLC

P.O. BOX 2041  
WARREN, MI 48090

vs.

NORMA J DESMETT  
125 BOB RD  
MADERA PA 16661

CLEARFIELD COUNTY

COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM.

No. 2008-2206-CV

CIVIL ACTION

**"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 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.

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

RAYMOND BILLOTTE, COURT ADMIN.  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD PA, 16830  
814-765-2541

**"AVISO**

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

CIVIL ACTION

1. Plaintiff ASSET ACCEPTANCE LLC is a business entity securing or collection debts, with offices located at: P.O. BOX 2041, WARREN, MI 48090.
2. Defendant(s) NORMA J DESMETT is/are individual(s) residing at: 125 BOB RD, MADERA, PA 16661.
3. Upon application by Defendant(s) a Credit/Revolving Charge Account was established for Defendant(s), which was assigned account number 71172300625749; a copy of the account Agreement is attached hereto, made a part of hereof, and marked Plaintiff's Exhibit "A".
4. Defendant(s) subsequently utilized the aforesaid account to make various purchases and/or receive cash advances, thereby incurring payment obligations to Plaintiff and/or Plaintiff's predecessor in interest under the terms of The Agreement.
5. Defendant(s) defaulted upon The Agreement by failing to adhere to the repayment terms contained therein, and in accordance therewith, the entire remaining balance became due and immediately payable.
6. Plaintiff's predecessor in interest assigned to the Plaintiff all of its right, title and interest in and to its account with Defendant(s) so that Plaintiff is now the owner of said account.
7. As a consequence of the foregoing there is presently due and owing to Plaintiff by Defendant(s) the following amounts:

Unpaid Balance:	\$20,508.58
Interest:	\$4,746.77
TOTAL DUE:	<u>\$25,255.35</u>

8. Despite repeated demand by Plaintiff, Defendant(s) has/have failed and refused to pay the aforesaid sum.

WHEREFORE, Plaintiff demands that judgment be entered against Defendant(s) in favor of Plaintiff in the amount of \$25,255.35 together with interest and costs.

HAYT, HAYT & LANDAU

By: 

ARTHUR LASHIN #23425  
Attorney for Plaintiff

# PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 1 of 4)

**LENDER (called "We", "Us", "Our")**  
 BENEFICIAL CONSUMER DISCOUNT COMPANY  
 90 BEAVER DRIVE  
 SUITE 114 C  
 DUBOIS PA 15801

**BORROWERS (called "You", "Your")**  
 DESMETT, NORMA J  
 SS# 207383751  
 DESMETT SR, ROBERT E  
 125 BOBS ROAD  
 MADERA PA 16661

LOAN NO: 711723-17-508092

ON PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATE:	CREDIT LIMIT	DATE OF LOAN
.01 AND OVER	1.915 %	= 22.980 %	\$ 15000	10/27/03
		=	INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEE
		=	\$ 50.00	\$ 50.00
		%		

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", and "our" refer to Lender. This Agreement covers the terms and conditions of your Personal Credit Line Account. We want you to understand how your Personal Credit Line Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Credit Line Account is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Personal Credit Line Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

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

Physical damage insurance on vehicle listed under "Security" above, if "Y" appears under "Insured."  
 You may obtain any required insurance from anyone you choose.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

03-01-00  
 F NRE



\*0G70DN620095RLA9000PA0563610\*\*DESMETT

ORIGINAL

PA056361

EXHIBIT "A"

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 2 of 4)

**Available Credit:** You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for at least \$100.00. Your available credit is your credit limit (shown on page one) less the total unpaid balance, including Finance Charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

**Promise to Pay:** You promise to pay Lender: (a) amounts borrowed under this Agreement; (b) Finance Charges, Administrative Charges (the late charge and bad check charge) and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees; and (e) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

**Payments:** You may repay your entire outstanding balance at any time without penalty. You may not use your special checks to pay any amounts due under this Agreement. Because the Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment. If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement. Payments will be applied as follows: First, to any accrued but unpaid Finance Charges; Second, to any unpaid Administrative Charges (the late charge and bad check charge); Third, to any unpaid credit insurance charges; and Fourth, to the outstanding balance of your Account. Any part of your monthly payment to be applied to amounts borrowed on your Account will be applied to the amounts borrowed under your Personal Credit Line Account in the order in which the amounts were borrowed. Any part of your monthly payment to be applied to Finance Charges will be applied in the same manner.

**Minimum Monthly Payment:** The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$25 or the Payment Amount (as described below) plus any Administrative Charges and credit insurance charges, rounded to the nearest \$1; or (2) the Finance Charges due for the billing cycle plus any Administrative Charges and credit insurance charges; or (3) the amount of the Annual Fee assessed to your Account. In each instance the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from previous billing cycles.

The Payment Amount depends on the monthly periodic rate applicable to your Account, and is calculated as follows:

Monthly Periodic Rate	Payment Amount
through 1.33%	1.43% of Account Balance
over 1.33% through 1.45%	1.55% of Account Balance
over 1.45% through 1.57%	1.67% of Account Balance
over 1.57% through 1.70%	1.80% of Account Balance
over 1.70% through 1.83%	1.93% of Account Balance
over 1.83% through 1.95%	2.00% of Account Balance
over 1.95%	2.15% of Account Balance

**Finance Charges:** This is the interest charged on the balance of your Account during each billing cycle. The Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate stated on page one. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle (but not less than thirty). A daily unpaid balance is the amount owed each day, excluding any unpaid Finance Charge, Administrative Charges, and credit insurance charges for prior billing cycles.

**Annual Fee:** You agree to pay an Annual Fee as stated on page one for participation in this revolving credit plan. The Initial Annual Fee is stated on page one and is due and payable on the date that your Account is established, and the subsequent Annual Fee stated on page one is due and payable on the same day of each subsequent year. You agree that this fee may be charged to your Account balance.

**Bad Check Charge:** If you pay by a check which is returned for any reason, you agree to pay a bad check charge of \$20.

**Late Charge:** If you do not pay any required Minimum Monthly Payment within 15 days after it is due, you agree to pay a late charge of 10% of the Minimum Monthly Payment due or \$20, whichever is greater (excluding any unpaid late charges and amounts due from prior billing cycles).

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

03-01-00  
F NRE



\*DG70DN620095RLA9000PA0563620\*\*DESMETT

ORIGINAL

PA056362

EXHIBIT "A"

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 3 of 4)

**Other Charges:** You agree to pay any amounts actually incurred by Lender for services rendered in connection with the Personal Credit Line Account for fees paid to public officials in connection with perfecting, recording, releasing or satisfying a security interest in the security. You agree that these fees may be charged to your Account balance.

**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 1547, Chesapeake, VA 23320.

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.

**Termination and Changes in the Agreement:** We can terminate your right to obtain additional advances or change the terms of this Agreement, including increasing the rate of Finance Charge at any time. Prior written notice will be given to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by applicable law.

**Default and Cancellation of Agreement:** We have the right to require you to pay your entire balance plus all other accrued but unpaid charges immediately and/or to cancel your credit privileges under this Agreement because of:

- (a) failure to make any payments in full when due under this Agreement;
- (b) frequent overdrawing of your line of credit;
- (c) failure to supply us with any information requested;
- (d) supplying us with misleading, false, incomplete or incorrect information;
- (e) breaking any of the promises, terms or conditions that are contained in this Agreement;
- (f) the filing of a bankruptcy petition by or against you;
- (g) the death of any borrower who signs this Agreement; or
- (h) the sale or transfer of any interest in the property securing this agreement (this includes the creation of a subordinate lien).

After default, you will pay our court costs, reasonable attorney fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law.

Any balance outstanding under this Agreement when the credit limit is terminated will continue to accrue interest at the contract rate until paid in full.

**YOUR BILLING RIGHTS**

**KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and Lender's responsibilities under the Fair Credit Billing Act.

**Notify Lender In Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write Lender on a separate sheet at the address listed on your bill after the words: "Send your billing error notice to: (Lender's name and address)." Write to Lender as soon as possible. Lender must hear from you no later than 60 days after Lender sent you the first bill on which the error or problem appeared. You can telephone Lender, but doing so will not preserve your rights.

NOTICE: SEE THE FOLLOWING PAGE FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

03-01-00  
F NRE



\*DG70DN620095RLA9000PA0563630\*\*DESMETT

ORIGINAL

PA056363

**EXHIBIT "A"**

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 4 of 4)

In your letter, give Lender 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.

**Your Rights and Lender's Responsibilities After Lender Receives Your Written Notice**

Lender must acknowledge your letter within 30 days, unless Lender has corrected the error by then. Within 90 days, Lender must either correct the error or explain why Lender believes the bill was correct.

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

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

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

If Lender doesn't follow these rules, Lender can't collect the first \$50 of the questioned amount, even if your bill was correct.

**Alternative Dispute Resolution and Other Riders:** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**Applicable Law:** The terms and conditions of this Agreement will be governed by the provisions of the Pennsylvania Consumer Discount Company Act, Chapter 7, Sections 6201 through 6221, Purdon's Pennsylvania Statutes Annotated, particularly Section 6217.1.

**Before signing this Agreement, you have read and received this Agreement and the Federal Truth-In-Lending disclosures contained in it.**

You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

This Agreement is entered under the applicable provisions of Federal law and the Pennsylvania Consumer Discount Company Act.

Hanna A. Desmett (SEAL)  
Customer Signature

Robert E. Desmett SR (SEAL)  
Customer Signature

Date: 10-27-03

Date: 10-27-03

Witness: John L. Ritt (SEAL)

John L. Ritt (SEAL)

03-01-00  
RL F NRE

PA056364



\*DG70DN62009SRLA9000PA0563640\*\*DESMETT

ORIGINAL

EXHIBIT 88A00

LOAN CLOSING STATEMENT  
REVOLVING LOAN VOUCHER

CREDITOR

BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

BORROWERS

DESMETT, NORMA J  
DESMETT SR, ROBERT E  
125 BOBS ROAD  
MADERA PA 16661

LOAN NO: 711723-17-508092

Borrowers agree to and direct the disbursements and Advance indicated below. If any estimated amount shown below varies from the actual amount paid, Borrowers agree to the disbursement of the actual amount and a corresponding change to the Advance shown below. Borrowers agree that this Advance is made under Borrowers' Revolving Loan Agreement (account number shown above.)

TO: SPLIT PAYFF.....	\$	6989.82
TO: FD TAX LIEN CBR.....	\$	3379.00
TO: NORMA J DESMETT(FIMC,RE HOME & AUTO SECURITY).....	\$	1199.95
INITIAL ANNUAL FEE.....	\$	50.00
CASH OR CHECK TO BORROWER.....	\$	1.23
TOTAL ADVANCE(S).....	\$	11620.00

WITNESS

*John L. Ruth*

DATE

10/27/03

BORROWERS:

*Norma J. Desmett*  
*Robert E. Desmett SR*

09-20-99  
RL Voucher



\*D670DN620095RLV9000PA1379110\*\*DESMETT

ORIGINAL

PA137911

EXHIBIT "A"



17200703HFCBENE000140171172317508092  
P O BOX 9618  
VIRGINIA BEACH VA 23450

Statement of Your Account

35528483

Payment Coupon	Account Number	New Balance	Billing Date	Due Date	Minimum Payment Due
	711723-17-508092-5	20,594.29	03/17/07		20,594.29 0317007146

NORMA J DESMETT  
ROBERT E DESMETT SR  
125 BOB RD  
MADERA PA 16661-9623

Mail Payment To:

BENEFICIAL FINANCE  
POST OFFICE BOX 4153-K  
CAROL STREAM IL 60197-4153

0

3000000007117231750809250000000004

For Assistance:  
800-477-7095

Your Credit Line Has Been Cancelled  
Your Available Credit is \$ 0.00

Account Summary

Account Number	Billing Date	Due Date	Amount Past Due	Minimum Payment Due	
711723-17-508092-5	03/17/07		20,594.29	20,594.29	
Previous Balance(-)Payments	(-)Credits& Adjustments	(+)Advances& Other Charges	(+)FINANCE CHARGE	(+)Insurance Charges	*New Balance
20,262.72	.00	.00	39.80	291.77	.00 20,594.29

Insurance Premiums Paid Since Last Statement Billing Cycle

Life Insurance	A&H Insurance	IUI Insurance	RELI Insurance	Total Insurance
.00	N/A	N/A	N/A	.00

If "N/A" Appears, N/A means not applicable

Account Detail Since Last Statement

Transaction Date	Posting Date	Transaction Description	Transaction Amount
02/28/07	02/28/07	LATE CHARGE	39.80

PLEASE NOTE... BECAUSE YOUR ACCOUNT IS PAST DUE, YOU WILL BE  
CHARGED A FIXED ANNUAL PERCENTAGE OF 22.98% EFFECTIVE  
IMMEDIATELY. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ONE OF OUR  
BENEFICIAL SERVICE REPRESENTATIVES AT THE NUMBER LISTED ABOVE.

Average Daily Balance	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE	CURRENT FINANCE CHARGE
\$ 15,236.11	1.915%	22.980%	\$ 291.77

\*New Balance may or may not include interest accrued since the billing date. If you have questions on this billing, please call Customer Service at 800-477-7095. Written inquiries about billing errors or questions and all nonpayment correspondence, including instructions on how to request a credit line reduction, cancellation, or reinstatement, should be addressed to Beneficial Customer Service, P O BOX 9618, VIRGINIA BEACH VA 23450. Please include your name, address, and account number on all correspondence. Mail payment to: BENEFICIAL FINANCE, POST OFFICE BOX 4153-K, CAROL STREAM IL 60197.

NOTE: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

EXHIBIT "A"

## ASSIGNMENT AND BILL OF SALE

HSBC Consumer Lending (USA) Inc. on behalf of and as managing company for Beneficial Company LLC and HFC Company LLC and their respective subsidiaries (hereinafter called "Seller") has entered into an Account Purchase and Sale Agreement dated November 19, 2007 ("Agreement") for the sale of accounts dated in the initial paragraph of the Agreement thereof to Asset Acceptance LLC, (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement.

NOW, THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement.

Purchaser and Seller agree that the Purchase Price shall be as stated in Paragraph 3 of the Agreement.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 19th day of November, 2007.

HSBC Consumer Lending (USA) Inc.

By: \_\_\_\_\_

Printed Name: Mushtaq Sahaf

Title: Vice-President

**ASSET ACCEPTANCE LLC**

P.O. Box 2036  
Warren, MI 48090

NORMA J DESMETT ROBERT E DESMETT  
125 BOB RD  
MADERA, PA 16661

ACCOUNT NUMBER	CURRENT BALANCE
71172300625749	\$25255.35
STATEMENT DATE	DUE DATE
APR 08 2008	DUE

ACCOUNT NUMBER
71172300625749

DATE OF LAST PAYMENT
04/07/06

DATE	REFERENCE NO	ACCOUNT INFORMATION	BALANCE DUE
APR 08 2008	35528483	BALANCE DUE ASSET ACCEPTANCE LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, ASSIGNEE OF 71172300625749 P.O. Box 2036, Warren, MI 48090	\$25255.35

DATE OF DELINQUENCY
05/22/06

PURCHASED ON
11/27/07

CHARGE OFF AMOUNT*
\$20508.58

INTEREST RATE
22.00%

SERVICE ADDRESS (IF APPLICABLE)

INTEREST DUE AS OF APR 08 2008
\$4746.77

\*For purposes of this Statement only, Charge Off Amount reflects credits for payments received by Asset, if any.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR

35528483  
0

EXHIBIT A

STATE OF MICHIGAN )  
COUNTY OF MACOMB ) ss

ASSET ACCEPTANCE, LLC )

Plaintiff, )

vs )

NORMA J DESMETT ROBERT E DESMETT )

Defendant, )

I, Judy Melasi )

being first duly sworn deposes and states:

AFFIDAVIT

That I am the Supervisor of ASSET ACCEPTANCE, LLC a Limited Liability company organized and existing under the laws of the State of Delaware and doing business at P.O. BOX 2041, WARREN, MI 48090.

That there is justly due and owing on the account, the sum of \$25255.35 representing the charged off amount and interest.

That the said account originally with HSBC CONSUMER LENDING USA/, account number 71172300625749, has been purchased by ASSET ACCEPTANCE, LLC, who now owns said account and has all rights connected therewith including the right to institute this action.

That we have been unable to determine if the Defendant is in the military service of the United States of America. Further, we are unable to determine if the Defendant is entitled to rights and privileges provided under the Servicemembers Civil Relief Act.

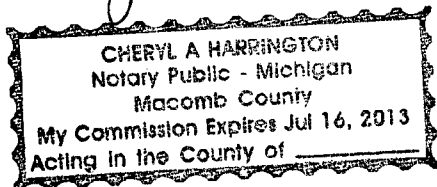
Dated this 08th day of April, 2008.

I certify that the facts contained in the attached pleading are true and correct to the best of my information, knowledge and belief.

Judy Melasi  
Supervisor

Subscribed and sworn to before me, a Notary Public for the State of Michigan, the 08th of April, 2008 as certified by my hand as set forth immediately below.

Cheryl A. Harrington  
Notary Public



Hart

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2206-CD

ASSET ACCEPTANCE LLC  
vs  
NORMA J. DESMETT

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/17/2008 HEARING: PAGE: 104945

DEFENDANT: NORMA J. DESMETT  
ADDRESS: 125 BOB RD  
MADERA, PA 16661

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 12-5-08 AT 10:09 AM PM SERVED THE WITHIN

COMPLAINT ON NORMA J. DESMETT, DEFENDANT

BY HANDING TO BOB Desmett, Husband

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

ADDRESS SERVED 125 Bob Rd.  
Madera, Pa. 16661

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR NORMA J. DESMETT

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO NORMA J. DESMETT

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 # 104945  
NO: 08-2206-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: ASSET ACCEPTANCE LLC  
vs.  
DEFENDANT: NORMA J. DESMETT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HAYT	54963	10.00
SHERIFF HAWKINS	HAYT	54963	42.99

*S*  
**FILED**  
*0/2.45cm*  
**MAR 24 2009**  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

FILED *all 4 2 cert*  
*m/1:33pm* Of disc issued  
APR 22 2009 to Atty Lashin

William A. Shaw  
Prothonotary/Clerk of Courts

HAYT, HAYT & LANDAU  
BY: ARTHUR LASHIN, ESQUIRE  
IDENTIFICATION NO. 23425  
SIXTH FLOOR  
400 MARKET STREET  
PHILADELPHIA, PA 19106-2509  
(215) 928-1400

ATTORNEY FOR PLAINTIFF

ASSET ACCEPTANCE LLC

vs.

NORMA J. DESMETT

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM,

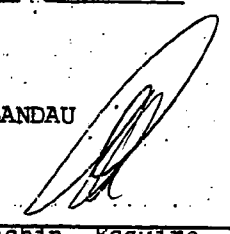
No. 2008-02206-CD

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly discontinue the above captioned matter without prejudice.

HAYT, HAYT & LANDAU

By:   
Arthur Lashin, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPIES

Asset Acceptance LLC

Vs.

No. 2008-02206-CD

Norma J. Desmett

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 22, 2009, marked:

Discontinued without prejudice

Record costs in the sum of \$95.00 have been paid in full by Hayt Hayt & Landau.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of April A.D. 2009.



William A. Shaw, Prothonotary

Lm