

08-2279-CD

Asset Acquisition vs Arlynejo Rothrock

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

ASSET ACQUISITION GROUP,LLC
ASSIGNEE OF CITIZENS BANK OF PENNSYLVANIA

Plaintiff

No. 08-2279-CD

vs.

COMPLAINT IN CIVIL ACTION

ARLYNNEJO ROTHROCK

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
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WWR#7074626

^S FILED Att'y fee \$95.00
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(LW) cc Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

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

ASSET ACQUISITION GROUP,LLC
ASSIGNEE OF CITIZENS BANK OF PENNSYLVANIA

Plaintiff

vs.

Civil Action No.

ARLYNNEJO ROTHROCK

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

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

COMPLAINT

1. Plaintiff is a corporation with offices at 3025 S PARKER RD, STE 500
AURORA, CO 80014-0000

2. Defendant is an adult individual residing at 171 MILL ST
MUNSON, PA 16860 .

3. On or about JUNE 16 1997, Defendant applied for and was granted a revolving line of credit by Citizens Bank successor in interest to Mellon Bank, a true and correct copy of the Line of Credit Application and Agreement, the terms and conditions of which were agreed upon by the parties, is attached hereto, marked as Exhibit "1", and made a part hereof.

4. Contract was subsequently assigned to Plaintiff.

5. On or about OCTOBER 15 2008, Defendant defaulted under the terms of the parties' agreement by failing to make the required payments to Plaintiff when due.

6. By the terms of the parties' agreement, more specifically the "acceleration clause" therein, Defendant's default made the entire balance of the loan immediately due and payable to Plaintiff.

7. Plaintiff avers that the written Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at a variable rate.

8. Plaintiff avers that it is entitled to finance charges at the rate of 6.00% per annum on the unpaid balance.

9. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees incurred in enforcing said Agreement.

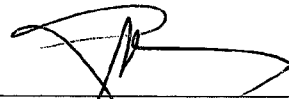
10. Plaintiff avers that such attorneys' fees amount to \$500.00.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, ARLYNNEJO ROTHROCK, individually in the amount of \$5,265.66 with continuing finance charges thereon at the rate of 6.00% per annum plus attorneys' fees of \$500.00 and 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.



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#:7074626

Mellon Personal Credit LineSM Agreement



MELLON BANK, N. A.
122 W COLLEGE AVENUE
STATE COLLEGE, PENNSYLVANIA 16801

IL-2680 Rev.(5/96) L.C. 3/96 LD 3/96

Account Number
025005-303

Date
06/16/97

Credit Limit
\$ 5,000.00

Definitions: In this Agreement, the words "I," "me," and "my" mean anyone signing this Agreement. The words "you and "your" mean the Bank named above.

Borrowing Money: I may borrow money from you through my Mellon Personal Credit LineSM ("PCL") account, up to the credit limit you set, by writing special checks, by overdrawing a deposit account (if indicated below); or by a telephone request for a transfer to a deposit account, if I have signed a separate request for this service. Each borrowing will be subject to your approval.

Finance Charges: All rates are simple interest rates.

Applicable if checked: ☐ The periodic and annual percentage rates below are estimated, based on current rates at the time of completion of this Agreement.

☒ (Variable Rate Account) The ANNUAL PERCENTAGE RATE will change from time to time based on an index. Subject to the limitations explained below and on page 3 of this Agreement, changes in the ANNUAL PERCENTAGE RATE will be determined by adding a margin to the index. The margin will be 8.2500 percentage points in years of 365 days. In years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days. When the rate changes, the new rate will apply to subsequent borrowings and to the whole balance of borrowings outstanding at that time. Currently, the periodic rate of FINANCE CHARGE is .0368493 % per day. This corresponds to an ANNUAL PERCENTAGE RATE of 13.45 % (13.48 % in years of 366 days).

☐ (Variable Rate Account) Until the end of my ☐ initial billing cycle ☐ billing cycle which begins in _____, the periodic rate of FINANCE CHARGE will be _____ % per day. This corresponds to an ANNUAL PERCENTAGE RATE of _____ % (% in years of 366 days). Beginning on the first day of the following billing cycle, the ANNUAL PERCENTAGE RATE will change from time to time based on an index. (However, if your office shown above is located in Pennsylvania or Delaware, and if any required monthly payment becomes 30 days past due, the annual percentage rate will be based on the index beginning on the first day of the first billing cycle that begins on or after that date.) Subject to the limitations explained below and on page 3 of this Agreement, the ANNUAL PERCENTAGE RATE will be determined by adding a margin to the index. The margin will be _____ percentage points in years of 365 days. In years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days. When the rate changes, the new rate will apply to subsequent borrowings and to the whole balance of the borrowings outstanding at that time.

If the initial rate of FINANCE CHARGE were based on the index, it would be _____ % per day. This periodic rate corresponds to an ANNUAL PERCENTAGE RATE of _____ % (% in years of 366 days).

If your office shown above is located in Pennsylvania or Delaware, and either of the following conditions occurs: (i) for the second time in any one-year period, required monthly payments on my PCL account become 30 days past due, or (ii) any required monthly payment becomes 60 days past due, then, on the first day of the first billing cycle beginning on or after that date, and subject to the limitations explained below and on page 3 of this Agreement, the margin applicable to my account in years of 365 days will increase by 2 percentage points (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days). This increased margin will remain in effect until the end of my first billing cycle which ends at least one year after the last date on which any amount owed under this Agreement was 30 or more days past due.

If your office shown above is located in Pennsylvania or Delaware, and if my outstanding balance of money borrowed exceeds my credit limit on the last day of any billing cycle, the margin applicable to my account in years of 365 days will be 2 percentage points higher during the following cycle (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days).

☐ If I choose Payment Method #1 and I change, or you require me to change, to Payment Method #2, then, on the first day of the first billing cycle beginning on or after that date, or on the first day of the first billing cycle in which the annual percentage rate is based on the index, if later, and subject to the limitations explained below and on page 3 of this Agreement, the margin applicable to my account in years of 365 days will increase by _____ percentage point (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days).

☐ The annual percentage rate is a discounted rate based on a separate agreement which I have entered into with you. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this Agreement, but I continue to make payments under Payment Method #1, then, on the first day of the first billing cycle beginning on or after that date, or on the first day of the first billing cycle in which the annual percentage rate is based on the index, if later, and subject to the limitations explained below and on page 3 of this Agreement, the margin applicable to my account in years of 365 days will increase by _____ percentage point. Subsequently, if I change or you require me to change to Payment Method #2, the margin applicable to my account in years of 365 days will increase by _____ percentage point. (In years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days.)

☐ Until the end of my billing cycle which begins in _____, the periodic rate will not exceed the current rate. However, if your office shown above is located in Pennsylvania or Delaware, and if any required monthly payment becomes 30 days past due, this limitation on the periodic rate will cease to apply beginning on the first day of the first billing cycle beginning on or after that date.

☐ (Fixed Rate Account) The periodic rate of FINANCE CHARGE is _____ % per day. This corresponds to an ANNUAL PERCENTAGE RATE of _____ % (% in years of 366 days). Applicable if checked: ☐ For borrowings on or after _____ the periodic rate of FINANCE CHARGE will be _____ % per day. This corresponds to an ANNUAL PERCENTAGE RATE of _____ % (% in years of 366 days).

The periodic rate of finance charge will change from time to time, but each new rate will apply only to borrowings after the rate change. You will tell me about rate changes in advance, except for changes provided for below (if applicable):

☐ If I choose Payment Method #1 and I change, or you require me to change, to Payment Method #2, my ANNUAL PERCENTAGE RATE in years of 365 days will increase by _____ percentage point (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days). This change in the annual percentage rate will apply to borrowings on or after the date of the change in payment method; it will also apply to the remaining balance of borrowings subject to the most recent annual percentage rate which applies to a borrowing on my account, effective on the first day of the billing cycle in which the change in payment method occurs.

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If your office shown above is located in Pennsylvania or Delaware, and either of the following conditions occurs: (i) for the second time in any one-year period, required monthly payments on my PCI account become 30 days past due, or (ii) any required monthly payment becomes 60 days past due, then, on the first day of the first billing cycle beginning on or after that date, and subject to the limitations explained below and on page 3 of this Agreement, the margin applicable to my account in years of 365 days will increase by 2 percentage points (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days). This increased margin will remain in effect until the end of my first billing cycle which ends at least one year after the last date on which any amount owed under this Agreement was 30 or more days past due.

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Repayment Options: I choose to make payments as indicated below.

☐ Payment Method #1: I authorize you to take payments out of _____ on or after the _____ day of each month. I will keep a large enough balance in this account to cover the full amounts of the required payments.

☒ Payment Method #2: You will send me a bill on or after the 10 day of each month, and I will mail or deliver the amount billed so that you will receive it no later than the due date shown on the bill.

If I have chosen Payment Method #1, you may require me to change to Payment Method #2 if I fail at any time to have a large enough balance in the deposit account shown above to cover the full amount of a payment required under this Agreement, or if the deposit account is closed.

I will make monthly payments of money borrowed and finance charge (and credit insurance charges, if applicable) calculated in the manner described on page 3 of this Agreement.

☐ I request that you apply a minimum amount of \$_____ when calculating my monthly payment.

Overdraft Access: I request you to permit borrowing through my PCL account by crediting these deposit accounts when any account holder overdraws them. This overdraft access to my PCL account will not cover fees and charges imposed in connection with my deposit account, nor will it cover my PCL payment if I have chosen to have my PCL payment taken from an account which is also listed for overdraft coverage. Overdraft coverage may not be available until the sixth business day after the date of this Agreement. The deposit accounts listed below will be assessed the fees disclosed for this service in the Consumer Services Price Schedule, which may change from time to time.

Account Number

Names of Owners of Account

I understand that each account listed above will be credited in a minimum amount of \$100 each day on which there are one or more overdrafts on that account. I also understand that taking money out of these accounts by any method may result in an overdraft borrowing through my PCL account. Therefore, by signing this Agreement, I am requesting you to permit the borrowing of money through my PCL account by the use of any card or identification number with which any person can make withdrawals from the deposit accounts listed above. (Borrowing by the use of a card or identification number may, on occasion, be temporarily unavailable.)

Fees: I will pay the fees which are indicated below. (Additional provisions are on page 3 of this Agreement.)

* Annual Fee

Copy of check or other document (per page)

Fee for stopping payment of special check

\$ 15.00

\$ 0.00

\$ 0.00

\$

\$

☐ I have entered into a separate agreement with you providing that the annual fee will not be charged on this account. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this Agreement, the annual fee will be charged.

Late Charge: If I do not make a payment in full within 15 days after it is due, I will be charged \$15.00 or 5% of the amount of the scheduled payment, whichever is less.

Security Interest Disclosure: You will have a security interest in deposits which I have with you. Property which secures other loans with you may also secure my PCL account. This means that you will have the right to take such deposits or other property to pay all or part of my debt if a default occurs under this Agreement.

Note: Pages 3 and 4 of this agreement contain additional terms and disclosures.

Notice to Cosigner

You are being asked to guarantee this debt. Think carefully before you do so. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Creditor can collect this debt from you without first trying to collect from the borrower. The Creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

Signatures

I have received a copy of this Agreement appropriately completed.

I understand that each account listed above will be credited in a minimum amount of \$100 each day on which there are one or more overdrafts on that account. I also understand that taking money out of these accounts by any method may result in an overdraft borrowing through my PCL account. Therefore, by signing this Agreement, I am requesting you to permit the borrowing of money through my PCL account by the use of any card or identification number with which any person can make withdrawals from the deposit accounts listed above. (Borrowing by the use of a card or identification number may, on occasion, be temporarily unavailable.)

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* Annual Fee	\$ 15.00
Copy of check or other document (per page)	\$ 0.00
Fee for stopping payment of special check	\$ 0.00
	\$
	\$

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This notice is not the contract that makes you liable for the debt.

Signatures

I have received a copy of this Agreement appropriately completed.

ARLYNNEJO ROTHROCK

(Seal)

ROBERT S. ROTHROCK

(Seal)

(Seal)

(Seal)

If applicable, this line of credit account corresponds to package demand deposit account _____

Package service indicator 00

Package service benefit:

- ☐ annual fee waiver
☐ annual fee waiver and APR discount

Security Interests: Regardless of the terms of any other document, my PCL account will not be secured by any deposit other than those which I have with you individually or jointly, nor by any other property, unless a security interest in such deposit or other property has been given to you in a document referring specifically to my PCL account or another extension of credit. Further, my PCL account will not be secured by any real property.

Credit Insurance: If I have signed a request for credit insurance, the provisions of that form and the Certificate of Insurance are a part of this Agreement.

Assignment: You can transfer your rights and obligations under this Agreement to anyone you choose; however, my rights under this Agreement cannot be transferred to anyone.

Your Rights and Remedies: If, on any particular occasion or for a period of time, you do not charge me a rate or amount which I am obligated to pay under this Agreement, or charge me a lesser rate or amount, or do not enforce a right or remedy which you have under this Agreement, or enforce a right or remedy to a lesser extent than permitted by this Agreement, you will still have the right to charge the full rate or amount or enforce that right or remedy to its fullest extent at any subsequent time. I understand that my obligations to you under this Agreement will not be affected by any divorce proceeding nor by any order of court issued in such a proceeding.

Governing Law: Except to the extent that Federal law applies, the laws of the state in which your office shown on page 1 of this Agreement is located will apply to this Agreement. (In the case of Maryland, this Agreement is subject to Subtitle 9 of Title 12 of the Commercial Law Article of the Annotated Code of Maryland.)

Definitions: In this Billing Rights Notice, the words "you" and "your" mean anyone signing this Agreement. The words "we," "us" and "our" mean the Bank named above.

Billing Rights - Keep this Notice for Future Use: This notice contains important information about your rights and the Bank's responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Statement. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

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 not sure about.

If you have authorized us to take your payment automatically from your deposit account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

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

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

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

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

I acknowledge that this is page 3 and 4 of the Mellon Personal Credit Line Agreement which I have signed on page 2.

Name of Borrower

Initials of Borrower (s)

am obligated to pay under this Agreement, or enforce the a lesser rate or amount, or do not enforce a right or remedy when you have under this Agreement, or enforce a right or remedy to a lesser extent than permitted by this Agreement, you will still have the right to charge the full rate or amount or enforce that right or remedy to its fullest extent at any subsequent time. I understand that my obligations to you under this Agreement will not be affected by any divorce proceeding nor by any order of court issued in such a proceeding.

Governing Law: Except to the extent that Federal law applies, the laws of the state in which your office shown on page 1 of this Agreement is located will apply to this Agreement. (In the case of Maryland, this Agreement is subject to Subtitle 9 of Title 12 of the Commercial Law Article of the Annotated Code of Maryland.)

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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 not sure about.

If you have authorized us to take your payment automatically from your deposit account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

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

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

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

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

I acknowledge that this is page 3 and 4 of the Mellon Personal Credit Line Agreement which I have signed on page 2.

Name of Borrower

ARLYNNEJO ROTHROCK

Initials of Borrower (s)

AR

Name of Borrower

ROBERT S ROTHROCK

Initials of Borrower (s)

R.S.R.

Balance on which Finance Charge is Calculated: The finance charge will be charged on each borrowing from the date you lend the money until it is repaid. You will calculate the finance charge by multiplying the periodic rate by the "average daily balance" of borrowings in my account and multiplying the resulting amount by the number of days in the billing cycle. To get the "average daily balance," you take the beginning balance each day during the billing cycle, add any new borrowings, and subtract any payments, credits, unpaid finance charges, and unpaid insurance charges. This gives you the daily balance. Then you add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. The result is the "average daily balance."

Rate Changes (Variable Rate Accounts): The value of the index will be determined on the last day of each month, and will be the average discount rate on 3-month United States Treasury Bills set at the most recent weekly auction held prior to the 25th day of that month, as published by the Board of Governors of the Federal Reserve System in the Federal Reserve Bulletin, rounded to the nearest .1%. Any change in the annual percentage rate will take effect on the first day of the billing cycle that begins in the following month.

In no event will the annual percentage rate in any billing cycle exceed the highest rate permitted at any time during that billing cycle by applicable state or federal law (including statutes, rules, and regulations). If, in the future, the index is no longer available, you can use another comparable index in its place.

An increase in the annual percentage rate may take the form of higher payment amounts, additional payments, or both.

Repayment: If more than one person is signing this Agreement, you do not have to send more than one statement; nor do you have to send any statement that is not required by law. Each person signing this Agreement is obligated to repay all amounts owed under this Agreement, whether or not statements are sent. If I make a payment of part of the amount I owe you and you accept it, even though it is designated as full payment, I will still owe the rest of the money I should have paid. I may pay all or any part of the outstanding balance of money borrowed before it is due, without any penalty.

Payments will be applied in the following order: finance charge that has accrued through the end of the preceding billing cycle, credit insurance charges that have accrued through the end of the preceding billing cycle, annual fee, late charges, and the outstanding balance of money borrowed beginning with the oldest portion of the balance. Payments received on Saturdays, Sundays, or holidays will be credited as if made on the following business day.

My monthly payments of money borrowed and finance charge (and credit insurance charges, if applicable) will be calculated at the close of business on the first business day that is at least 15 days after the day of the month I have chosen for you to send me a bill or take my payment from a deposit account. You will calculate a new payment amount if there has been a borrowing on my PCL account. If I have a Variable Rate account, you will also calculate a new payment amount if the annual percentage rate has changed. To calculate the payment amount, you will multiply the applicable payment factor from the schedule below by the outstanding balance of money borrowed at the close of business on the payment calculation date following the most recent borrowing. (The payment factors shown are the maximums for their annual percentage rate or balance ranges, assuming that my account is not covered by credit life insurance. You will use slightly higher payment factors if my account is covered by credit life insurance.)

Variable Rate Accounts

Current ANNUAL PERCENTAGE RATE (periodic rate x 365)	Payment Factor
.00 - 10.90	.019
10.91 - 12.85	.020
12.86 - 14.70	.021
14.71 - 16.55	.022
16.56 - 18.39	.023
18.41 - 20.05	.024
20.06 - 21.75	.025
21.76 and above	.030

Fixed Rate Accounts

Outstanding Balance	Payment Factor
\$0.00 - 2,000	.040
2000.01 - 3,000	.035
3000.01 - 4,000	.031
4000.01 - 5,000	.028
5000.01 - 6,000	.026
6000.01 - 8,000	.024
8000.01 and above	.021

The calculation described above will be rounded to the next higher dollar. You will change the payment amount only if the calculation results in a change of more than \$5.

Regardless of the calculation described above, the required payment will not be less than \$100 or any higher minimum I have requested in the Agreement. (However, the payment will never be more than the total amount I owe.) You have the right to change the payment factors or methods of calculation, provided that you give me any notice required by law.

Fees: If I request a copy of a check or other document in connection with my PCL account, or if I request that you stop payment on a special check written on my PCL account, I will pay the fees in effect at that time for those services. Current fees are shown on page 2 of this Agreement.

Financial Information: By April 30 each year, I will give you a completed and signed personal financial statement in such form as you may require. I will also give you a copy of my federal income tax return, including all applicable schedules, attachments, and exhibits, each year within 30 days after I file it. I will also give you any other financial statement or information concerning my financial affairs that you may request from time to time.

Changing or Closing my PCL Account: I can close my PCL account at any time by written notice to you. If anyone signing this Agreement gives you notice that he or she is closing the account, that person will be responsible for telling the others. You will not be responsible for telling me that you have received such a notice.

You can change this Agreement in the manner permitted by applicable law. If permitted by applicable law, any change may, on and after its effective date, apply to the whole balance of borrowings outstanding at that time. You can also close my PCL account at any time.

If you receive a notice from anyone signing this Agreement that he or she is closing the account, or if you close the account, you may stop

Repayment: If more than one person is signing this Agreement, you do not have to send more than one statement; nor do you have to send any statement that is not required by law. Each person signing this Agreement is obligated to repay all amounts owed under this Agreement, whether or not statements are sent. If I make a payment of part of the amount I owe you and you accept it, even though it is designated as full payment, I will still owe the rest of the money I should have paid. I may pay all or any part of the outstanding balance of money borrowed before it is due, without any penalty.

Payments will be applied in the following order: finance charge that has accrued through the end of the preceding billing cycle, credit insurance charges that have accrued through the end of the preceding billing cycle, annual fee, late charges, and the outstanding balance of money borrowed beginning with the oldest portion of the balance. Payments received on Saturdays, Sundays, or holidays will be credited as if made on the following business day.

My monthly payments of money borrowed and finance charge (and credit insurance charges, if applicable) will be calculated at the close of business on the first business day that is at least 15 days after the day of the month I have chosen for you to send me a bill or take my payment from a deposit account. You will calculate a new payment amount if there has been a borrowing on my PCI account. If I have a Variable Rate account, you will also calculate a new payment amount if the annual percentage rate has changed. To calculate the payment amount, you will multiply the applicable payment factor from the schedule below by the outstanding balance of money borrowed at the close of business on the payment calculation date following the most recent borrowing. (The payment factors shown are the maximums for their initial percentage rate or balance ranges, assuming that my account is not covered by credit life insurance. You will use slightly higher payment factors if my account is covered by credit life insurance.)

Variable Rate Accounts

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21.76 and above	.030

Fixed Rate Accounts

Outstanding Balance	Payment Factor
\$0.00 - 2,000	.040
2000.01 - 3,000	.035
3000.01 - 4,000	.031
4000.01 - 5,000	.028
5000.01 - 6,000	.026
6000.01 - 8,000	.024
8000.01 and above	.021

The calculation described above will be rounded to the next higher dollar. You will change the payment amount only if the calculation results in a change of more than \$5.

Regardless of the calculation described above, the required payment will not be less than \$100 or any higher minimum I have requested in the Agreement. (However, the payment will never be more than the total amount I owe.) You have the right to change the payment factors or methods of calculation, provided that you give me any notice required by law.

Fees: If I request a copy of a check or other document in connection with my PCI account, or if I request that you stop payment on a special check written on my PCI account, I will pay the fees in effect at that time for those services. Current fees are shown on page 2 of this Agreement.

Financial Information: By April 30 each year, I will give you a completed and signed personal financial statement in such form as you may require. I will also give you a copy of my federal income tax return, including all applicable schedules, attachments, and exhibits, each year within 30 days after I file it. I will also give you any other financial statement or information concerning my financial affairs that you may request from time to time.

Changing or Closing my PCI Account: I can close my PCI account at any time by written notice to you. If anyone signing this Agreement gives you notice that he or she is closing the account, that person will be responsible for telling the others. You will not be responsible for telling me that you have received such a notice.

You can change this Agreement in the manner permitted by applicable law. If permitted by applicable law, any change may, on and after its effective date, apply to the whole balance of borrowings outstanding at that time. You can also close my PCI account at any time.

If you receive a notice from anyone signing this Agreement that he or she is closing the account, or if you close the account, you may stop allowing me to borrow money through the account immediately. However, you may continue to allow borrowings through the account for up to 10 days.

If my account is closed, I will be obligated to continue to pay any amount I owe in accordance with the terms of this Agreement.

Default: You will have the right to declare all amounts that I owe under this Agreement immediately due if: (1) I do not make a payment on time; (2) I move without telling you; (3) you find out that I have told you anything which is untrue or misleading; (4) I die; (5) my debts become the subject of a proceeding in Bankruptcy Court; (6) anyone uses a legal procedure, such as garnishment or attachment, to restrain my use of any deposit or other property belonging to me; (7) anyone obtains a judgment against me in court.

Exceeding the Credit Limit: I will be permitted to exceed my credit limit by an amount which is limited to \$1,000.00 or 10% of the credit limit, whichever is less. However, when borrowings on a particular day cause the outstanding balance of money borrowed to exceed the credit limit, no further borrowing will be permitted (except overdraft borrowing, if provided for above) until the outstanding balance no longer exceeds the credit limit.

Collection: If you use the services of an attorney to collect money I owe or to protect your rights under this Agreement, I will pay reasonable attorney's fees permitted by law, and the costs of any legal proceedings.

VERIFICATION PAGE

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities, that he/she is Valerie Petersen Plaintiff herein, and that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

10-27-08
Date

Valerie Petersen
(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2279-CD

ASSET ACQUISITION GROUP, LLC, ASSIGNEE
vs
ARLYNNEJO ROTHROCK

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/25/2008 HEARING: PAGE: 104978

DEFENDANT: ARLYNNEJO ROTHROCK
ADDRESS: 171 MILL ST.
MUNSON, PA 16860
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

in Centre Co.

SHERIFF'S RETURN

FILED
01/31/2009
DEC 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT ON ARLYNNEJO ROTHROCK, DEFENDANT

BY HANDING TO _____

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

ADDRESS SERVED _____

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

COMPLAINT FOR ARLYNNEJO ROTHROCK

AT (ADDRESS) _____

NOW 12/4/08 AT 330 AM / PM **POSTED** AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ARLYNNEJO ROTHROCK

REASON UNABLE TO LOCATE

NOT FOUND

(this address is in Center Co)

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

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

ASSET ACQUISITION GROUP,LLC
ASSIGNEE OF CITIZENS BANK OF PENNSYLVANIA

Plaintiff

No. 08-2279-CD

vs.

COMPLAINT IN CIVIL ACTION

ARLYNNEJO ROTHROCK

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#7074626

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

NOV 25 2008

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

ASSET ACQUISITION GROUP, LLC
ASSIGNEE OF CITIZENS BANK OF PENNSYLVANIA

Plaintiff

vs.

Civil Action No.

ARLYNNEJO ROTHROCK

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

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

COMPLAINT

1. Plaintiff is a corporation with offices at 3025 S PARKER RD, STE 500
AURORA, CO 80014-0000

2. Defendant is an adult individual residing at 171 MILL ST
MUNSON, PA 16860 .

3. On or about JUNE 16 1997, Defendant applied for and was granted a revolving line of credit by Citizens Bank successor in interest to Mellon Bank, a true and correct copy of the Line of Credit Application and Agreement, the terms and conditions of which were agreed upon by the parties, is attached hereto, marked as Exhibit "1", and made a part hereof.

4. Contract was subsequently assigned to Plaintiff.

5. On or about OCTOBER 15 2008, Defendant defaulted under the terms of the parties' agreement by failing to make the required payments to Plaintiff when due.

6. By the terms of the parties' agreement, more specifically the "acceleration clause" therein, Defendant's default made the entire balance of the loan immediately due and payable to Plaintiff.

7. Plaintiff avers that the written Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at a variable rate.

8. Plaintiff avers that it is entitled to finance charges at the rate of 6.00% per annum on the unpaid balance.

9. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees incurred in enforcing said Agreement.

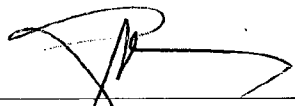
10. Plaintiff avers that such attorneys' fees amount to \$500.00.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, ARLYNNEJO ROTHROCK, individually in the amount of \$5,265.66 with continuing finance charges thereon at the rate of 6.00% per annum plus attorneys' fees of \$500.00 and 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.



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#:7074626

Mellon Personal Credit LineSM Agreement



Mellon Bank

MELLON BANK, N. A.
122 W COLLEGE AVENUE
STATE COLLEGE, PENNSYLVANIA 16801

IL-2680 Rev. (5/96) L.C. 3/96 LD 3/96

Account Number
J25005-303

Date
06/16/97

Credit Limit
\$ **5,000.00**

Definitions: In this Agreement, the words "I," "me," and "my" mean anyone signing this Agreement. The words "you and "your" mean the Bank named above.

Borrowing Money: I may borrow money from you through my Mellon Personal Credit LineSM ("PCL") account, up to the credit limit you set, by writing special checks, by overdrawing a deposit account (if indicated below); or by a telephone request for a transfer to a deposit account, if I have signed a separate request for this service. Each borrowing will be subject to your approval.

Finance Charges: All rates are simple interest rates.

Applicable if checked: ☐ The periodic and annual percentage rates below are estimated, based on current rates at the time of completion of this Agreement.

☒ (Variable Rate Account) The ANNUAL PERCENTAGE RATE will change from time to time based on an index. Subject to the limitations explained below and on page 3 of this Agreement, changes in the ANNUAL PERCENTAGE RATE will be determined by adding a margin to the index. The margin will be 8.2500 percentage points in years of 365 days. In years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days. When the rate changes, the new rate will apply to subsequent borrowings and to the whole balance of borrowings outstanding at that time. Currently, the periodic rate of FINANCE CHARGE is .0368493 % per day. This corresponds to an ANNUAL PERCENTAGE RATE of 13.45 % (13.48 % in years of 366 days).

☐ (Variable Rate Account) Until the end of my ☐ initial billing cycle ☐ billing cycle which begins in _____, the periodic rate of FINANCE CHARGE will be _____ % per day. This corresponds to an ANNUAL PERCENTAGE RATE of _____ % (% in years of 366 days). Beginning on the first day of the following billing cycle, the ANNUAL PERCENTAGE RATE will change from time to time based on an index. (However, if your office shown above is located in Pennsylvania or Delaware, and if any required monthly payment becomes 30 days past due, the annual percentage rate will be based on the index beginning on the first day of the first billing cycle that begins on or after that date.) Subject to the limitations explained below and on page 3 of this Agreement, the ANNUAL PERCENTAGE RATE will be determined by adding a margin to the index. The margin will be _____ percentage points in years of 365 days. In years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days. When the rate changes, the new rate will apply to subsequent borrowings and to the whole balance of the borrowings outstanding at that time.

If the initial rate of FINANCE CHARGE were based on the index, it would be _____ % per day. This periodic rate corresponds to an ANNUAL PERCENTAGE RATE of _____ % (% in years of 366 days).

If your office shown above is located in Pennsylvania or Delaware, and either of the following conditions occurs: (i) for the second time in any one-year period, required monthly payments on my PCL account become 30 days past due, or (ii) any required monthly payment becomes 60 days past due, then, on the first day of the first billing cycle beginning on or after that date, and subject to the limitations explained below and on page 3 of this Agreement, the margin applicable to my account in years of 365 days will increase by 2 percentage points (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days). This increased margin will remain in effect until the end of my first billing cycle which ends at least one year after the last date on which any amount owed under this Agreement was 30 or more days past due.

If your office shown above is located in Pennsylvania or Delaware, and if my outstanding balance of money borrowed exceeds my credit limit on the last day of any billing cycle, the margin applicable to my account in years of 365 days will be 2 percentage points higher during the following cycle (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days).

☐ If I choose Payment Method #1 and I change, or you require me to change, to Payment Method #2, then, on the first day of the first billing cycle beginning on or after that date, or on the first day of the first billing cycle in which the annual percentage rate is based on the index, if later, and subject to the limitations explained below and on page 3 of this Agreement, the margin applicable to my account in years of 365 days will increase by _____ percentage point (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days).

☐ The annual percentage rate is a discounted rate based on a separate agreement which I have entered into with you. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this Agreement, but I continue to make payments under Payment Method #1, then, on the first day of the first billing cycle beginning on or after that date, or on the first day of the first billing cycle in which the annual percentage rate is based on the index, if later, and subject to the limitations explained below and on page 3 of this Agreement, the margin applicable to my account in years of 365 days will increase by _____ percentage point. Subsequently, if I change or you require me to change to Payment Method #2, the margin applicable to my account in years of 365 days will increase by _____ percentage point. (In years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days.)

☐ Until the end of my billing cycle which begins in _____, the periodic rate will not exceed the current rate. However, if your office shown above is located in Pennsylvania or Delaware, and if any required monthly payment becomes 30 days past due, this limitation on the periodic rate will cease to apply beginning on the first day of the first billing cycle beginning on or after that date.

☐ (Fixed Rate Account) The periodic rate of FINANCE CHARGE is _____ % per day. This corresponds to an ANNUAL PERCENTAGE RATE of _____ % (% in years of 366 days). Applicable if checked: ☐ For borrowings on or after _____, the periodic rate of FINANCE CHARGE will be _____ % per day. This corresponds to an ANNUAL PERCENTAGE RATE of _____ % (% in years of 366 days).

The periodic rate of finance charge will change from time to time, but each new rate will apply only to borrowings after the rate change. You will tell me about rate changes in advance, except for changes provided for below (if applicable).

☐ If I choose Payment Method #1 and I change, or you require me to change, to Payment Method #2, my ANNUAL PERCENTAGE RATE in years of 365 days will increase by _____ percentage point (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days). This change in the annual percentage rate will apply to borrowings on or after the date of the change in payment method; it will also apply to the remaining balance of borrowings subject to the most recent annual percentage rate which applies to a borrowing on my account, effective on the first day of the billing cycle in which the change in payment method occurs.

☐ The annual percentage rate is a discounted rate based on a separate agreement which I have entered into with you. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this Agreement, but I continue to

years of 365 days. When the rate changes, the new rate will apply to subsequent borrowings and to the whole balance of borrowings outstanding at that time. Currently, the periodic rate of FINANCE CHARGE is .0368493 % per day. This corresponds to an ANNUAL PERCENTAGE RATE of 13.45 % (13.48 % in years of 366 days).

- ☐ (Variable Rate Account) Until the end of my ☐ initial billing cycle ☐ billing cycle which begins in _____, the periodic rate of FINANCE CHARGE will be _____ % per day. This corresponds to an ANNUAL PERCENTAGE RATE of _____ % (13.45 % in years of 366 days). Beginning on the first day of the following billing cycle, the ANNUAL PERCENTAGE RATE will change from time to time based on an index. (However, if your office shown above is located in Pennsylvania or Delaware, and if any required monthly payment becomes 30 days past due, the annual percentage rate will be based on the index beginning on the first day of the first billing cycle that begins on or after that date.) Subject to the limitations explained below and on page 3 of this Agreement, the ANNUAL PERCENTAGE RATE will be determined by adding a margin to the index. The margin will be _____ percentage points in years of 365 days. In years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days. When the rate changes, the new rate will apply to subsequent borrowings and to the whole balance of the borrowings outstanding at that time.

If the initial rate of FINANCE CHARGE were based on the index, it would be _____ % per day. This periodic rate corresponds to an ANNUAL PERCENTAGE RATE of _____ % (13.45 % in years of 366 days).

If your office shown above is located in Pennsylvania or Delaware, and either of the following conditions occurs: (i) for the second time in any one-year period, required monthly payments on my PCI account become 30 days past due, or (ii) any required monthly payment becomes 60 days past due, then, on the first day of the first billing cycle beginning on or after that date, and subject to the limitations explained below and on page 3 of this Agreement, the margin applicable to my account in years of 365 days will increase by 2 percentage points (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days). This increased margin will remain in effect until the end of my first billing cycle which ends at least one year after the last date on which any amount owed under this Agreement was 30 or more days past due.

If your office shown above is located in Pennsylvania or Delaware, and if my outstanding balance of money borrowed exceeds my credit limit on the last day of any billing cycle, the margin applicable to my account in years of 365 days will be 2 percentage points higher during the following cycle (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days).

- ☐ If I choose Payment Method #1 and I change, or you require me to change, to Payment Method #2, then, on the first day of the first billing cycle beginning on or after that date, or on the first day of the first billing cycle in which the annual percentage rate is based on the index, if later, and subject to the limitations explained below and on page 3 of this Agreement, the margin applicable to my account in years of 365 days will increase by _____ percentage point (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days).
- ☐ The annual percentage rate is a discounted rate based on a separate agreement which I have entered into with you. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this Agreement, but I continue to make payments under Payment Method #1, then, on the first day of the first billing cycle beginning on or after that date, or on the first day of the first billing cycle in which the annual percentage rate is based on the index, if later, and subject to the limitations explained below and on page 3 of this Agreement, the margin applicable to my account in years of 365 days will increase by _____ percentage point. Subsequently, if I change or you require me to change to Payment Method #2, the margin applicable to my account in years of 365 days will increase by _____ percentage point. (In years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days.)
- ☐ Until the end of my billing cycle which begins in _____, the periodic rate will not exceed the current rate. However, if your office shown above is located in Pennsylvania or Delaware, and if any required monthly payment becomes 30 days past due, this limitation on the periodic rate will cease to apply beginning on the first day of the first billing cycle beginning on or after that date.
- ☐ (Fixed Rate Account) The periodic rate of FINANCE CHARGE is _____ % per day. This corresponds to an ANNUAL PERCENTAGE RATE of _____ % (13.45 % in years of 366 days). Applicable if checked: ☐ For borrowings on or after _____ the periodic rate of FINANCE CHARGE will be _____ % per day. This corresponds to an ANNUAL PERCENTAGE RATE of _____ % (13.45 % in years of 366 days).

The periodic rate of finance charge will change from time to time, but each new rate will apply only to borrowings after the rate change. You will tell me about rate changes in advance, except for changes provided for below (if applicable).

- ☐ If I choose Payment Method #1 and I change, or you require me to change, to Payment Method #2, my ANNUAL PERCENTAGE RATE in years of 365 days will increase by _____ percentage point (in years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days). This change in the annual percentage rate will apply to borrowings on or after the date of the change in payment method; it will also apply to the remaining balance of borrowings subject to the most recent annual percentage rate which applies to a borrowing on my account, effective on the first day of the billing cycle in which the change in payment method occurs.
- ☐ The annual percentage rate is a discounted rate based on a separate agreement which I have entered into with you. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this Agreement, but I continue to make payments under Payment Method #1, my ANNUAL PERCENTAGE RATE in years of 365 days will increase by _____ percentage point. Subsequently, if I change or you require me to change to Payment Method #2, my ANNUAL PERCENTAGE RATE in years of 365 days will increase by _____ percentage point. (In years of 366 days, the ANNUAL PERCENTAGE RATE will be 1/365th higher than in years of 365 days.) These changes in the annual percentage rate will apply to borrowings on or after the date the separate agreement is discontinued or the payment method is changed; they will also apply to the remaining balance of borrowings subject to the most recent annual percentage rate which applies to a borrowing on my account, effective on the first day of the billing cycle in which the separate agreement is discontinued or the payment method is changed.

Repayment Options: I choose to make payments as indicated below.

- ☐ Payment Method #1: I authorize you to take payments out of _____ on or after the _____ day of each month. I will keep a large enough balance in this account to cover the full amounts of the required payments.
- ☒ Payment Method #2: You will send me a bill on or after the 10 day of each month, and I will mail or deliver the amount billed so that you will receive it no later than the due date shown on the bill.

If I have chosen Payment Method #1, you may require me to change to Payment Method #2 if I fail at any time to have a large enough balance in the deposit account shown above to cover the full amount of a payment required under this Agreement, or if the deposit account is closed.

I will make monthly payments of money borrowed and finance charge (and credit insurance charges, if applicable) calculated in the manner described on page 3 of this Agreement.

☐ I request that you apply a minimum amount of \$_____ when calculating my monthly payment.

Overdraft Access: I request you to permit borrowing through my PCL account by crediting these deposit accounts when any account holder overdraws them. This overdraft access to my PCL account will not cover fees and charges imposed in connection with my deposit account, nor will it cover my PCL payment if I have chosen to have my PCL payment taken from an account which is also listed for overdraft coverage. Overdraft coverage may not be available until the sixth business day after the date of this Agreement. The deposit accounts listed below will be assessed the fees disclosed for this service in the Consumer Services Price Schedule, which may change from time to time.

Account Number

Names of Owners of Account

I understand that each account listed above will be credited in a minimum amount of \$100 each day on which there are one or more overdrafts on that account. I also understand that taking money out of these accounts by any method may result in an overdraft borrowing through my PCL account. Therefore, by signing this Agreement, I am requesting you to permit the borrowing of money through my PCL account by the use of any card or identification number with which any person can make withdrawals from the deposit accounts listed above. (Borrowing by the use of a card or identification number may, on occasion, be temporarily unavailable.)

Fees: I will pay the fees which are indicated below. (Additional provisions are on page 3 of this Agreement.)

* Annual Fee	\$ 15.00
Copy of check or other document (per page)	\$ 0.00
Fee for stopping payment of special check	\$ 0.00
	\$
	\$

☐ I have entered into a separate agreement with you providing that the annual fee will not be charged on this account. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this Agreement, the annual fee will be charged.

Late Charge: If I do not make a payment in full within 15 days after it is due, I will be charged \$15.00 or 5% of the amount of the scheduled payment, whichever is less.

Security Interest Disclosure: You will have a security interest in deposits which I have with you. Property which secures other loans with you may also secure my PCL account. This means that you will have the right to take such deposits or other property to pay all or part of my debt if a default occurs under this Agreement.

Note: Pages 3 and 4 of this agreement contain additional terms and disclosures.

Notice to Cosigner

You are being asked to guarantee this debt. Think carefully before you do so. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Creditor can collect this debt from you without first trying to collect from the borrower. The Creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

Signatures

I have received a copy of this Agreement appropriately completed.

I understand that each account listed above will be credited in a minimum amount of \$100 each day on which there are one or more overdrafts on that account. I also understand that taking money out of these accounts by any method may result in an overdraft borrowing through my PCL account. Therefore, by signing this Agreement, I am requesting you to permit the borrowing of money through my PCL account by the use of any card or identification number with which any person can make withdrawals from the deposit accounts listed above. (Borrowing by the use of a card or identification number may, on occasion, be temporarily unavailable.)

Fees: I will pay the fees which are indicated below. (Additional provisions are on page 3 of this Agreement.)

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Fee for stopping payment of special check	\$ 0.00
	\$
	\$

☐ I have entered into a separate agreement with you providing that the annual fee will not be charged on this account. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this Agreement, the annual fee will be charged.

Late Charge: If I do not make a payment in full within 15 days after it is due, I will be charged \$15.00 or 5% of the amount of the scheduled payment, whichever is less.

Security Interest Disclosure: You will have a security interest in deposits which I have with you. Property which secures other loans with you may also secure my PCL account. This means that you will have the right to take such deposits or other property to pay all or part of my debt if a default occurs under this Agreement.

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The Creditor can collect this debt from you without first trying to collect from the borrower. The Creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of **your** credit record.

This notice is not the contract that makes you liable for the debt.

Signatures

I have received a copy of this Agreement appropriately completed.

ARLYNNEJO ROTHROCK

(Seal)

ROBERT S. ROTHROCK

(Seal)

(Seal)

(Seal)

If applicable, this line of credit account corresponds to package demand deposit account _____

Package service indicator 00.

Package service benefit:

- ☐ annual fee waiver
☐ annual fee waiver and APR discount

Security Interests: Regardless of the terms of any other document, my PCL account will not be secured by any deposit other than those which I have with you individually or jointly, nor by any other property, unless a security interest in such deposit or other property has been given to you in a document referring specifically to my PCL account or another extension of credit. Further, my PCL account will not be secured by any real property.

Credit Insurance: If I have signed a request for credit insurance, the provisions of that form and the Certificate of Insurance are a part of this Agreement.

Assignment: You can transfer your rights and obligations under this Agreement to anyone you choose; however, my rights under this Agreement cannot be transferred to anyone.

Your Rights and Remedies: If, on any particular occasion or for a period of time, you do not charge me a rate or amount which I am obligated to pay under this Agreement, or charge me a lesser rate or amount, or do not enforce a right or remedy which you have under this Agreement, or enforce a right or remedy to a lesser extent than permitted by this Agreement, you will still have the right to charge the full rate or amount or enforce that right or remedy to its fullest extent at any subsequent time. I understand that my obligations to you under this Agreement will not be affected by any divorce proceeding nor by any order of court issued in such a proceeding.

Governing Law: Except to the extent that Federal law applies, the laws of the state in which your office shown on page 1 of this Agreement is located will apply to this Agreement. (In the case of Maryland, this Agreement is subject to Subtitle 9 of Title 12 of the Commercial Law Article of the Annotated Code of Maryland.)

Definitions: In this Billing Rights Notice, the words "you" and "your" mean anyone signing this Agreement. The words "we," "us" and "our" mean the Bank named above.

Billing Rights - Keep this Notice for Future Use: This notice contains important information about your rights and the Bank's responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Statement. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

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 not sure about.

If you have authorized us to take your payment automatically from your deposit account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

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

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

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

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

I acknowledge that this is page 3 and 4 of the Mellon Personal Credit Line Agreement which I have signed on page 2.

Name of Borrower

Initials of Borrower(s)

ART VNNR TO BATHROCK

am obligated to pay under this Agreement, or charge me a lesser rate or amount, or do not enforce a right or remedy which you have under this Agreement, or enforce a right or remedy to a lesser extent than permitted by this Agreement, you will still have the right to charge the full rate or amount or enforce that right or remedy to its fullest extent at any subsequent time. I understand that my obligations to you under this Agreement will not be affected by any divorce proceeding nor by any order of court issued in such a proceeding.

Governing Law: Except to the extent that Federal law applies, the laws of the state in which your office shown on page 1 of this Agreement is located will apply to this Agreement. (In the case of Maryland, this Agreement is subject to Subtitle 9 of Title 12 of the Commercial Law Article of the Annotated Code of Maryland.)

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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 not sure about.

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Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

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

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

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

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

I acknowledge that this is page 3 and 4 of the Mellon Personal Credit Line Agreement which I have signed on page 2.

Name of Borrower
ARLYNNEJO ROTHROCK

Initials of Borrower (s)

A.R.

Name of Borrower
ROBERT S ROTHROCK

Initials of Borrower (s)

R.S.R.

Balance on which Finance Charge is Calculated: The finance charge will be charged on each borrowing from the date you lend the money until it is repaid. You will calculate the finance charge by multiplying the periodic rate by the "average daily balance" of borrowings in my account and multiplying the resulting amount by the number of days in the billing cycle. To get the "average daily balance," you take the beginning balance each day during the billing cycle, add any new borrowings, and subtract any payments, credits, unpaid finance charges, and unpaid insurance charges. This gives you the daily balance. Then you add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. The result is the "average daily balance."

Rate Changes (Variable Rate Accounts): The value of the index will be determined on the last day of each month, and will be the average discount rate on 3-month United States Treasury Bills set at the most recent weekly auction held prior to the 25th day of that month, as published by the Board of Governors of the Federal Reserve System in the Federal Reserve Bulletin, rounded to the nearest .1%. Any change in the annual percentage rate will take effect on the first day of the billing cycle that begins in the following month.

In no event will the annual percentage rate in any billing cycle exceed the highest rate permitted at any time during that billing cycle by applicable state or federal law (including statutes, rules, and regulations). If, in the future, the index is no longer available, you can use another comparable index in its place.

An increase in the annual percentage rate may take the form of higher payment amounts, additional payments, or both.

Repayment: If more than one person is signing this Agreement, you do not have to send more than one statement; nor do you have to send any statement that is not required by law. Each person signing this Agreement is obligated to repay all amounts owed under this Agreement, whether or not statements are sent. If I make a payment of part of the amount I owe you and you accept it, even though it is designated as full payment, I will still owe the rest of the money I should have paid. I may pay all or any part of the outstanding balance of money borrowed before it is due, without any penalty.

Payments will be applied in the following order: finance charge that has accrued through the end of the preceding billing cycle, credit insurance charges that have accrued through the end of the preceding billing cycle, annual fee, late charges, and the outstanding balance of money borrowed beginning with the oldest portion of the balance. Payments received on Saturdays, Sundays, or holidays will be credited as if made on the following business day.

My monthly payments of money borrowed and finance charge (and credit insurance charges, if applicable) will be calculated at the close of business on the first business day that is at least 15 days after the day of the month I have chosen for you to send me a bill or take my payment from a deposit account. You will calculate a new payment amount if there has been a borrowing on my PCL account. If I have a Variable Rate account, you will also calculate a new payment amount if the annual percentage rate has changed. To calculate the payment amount, you will multiply the applicable payment factor from the schedule below by the outstanding balance of money borrowed at the close of business on the payment calculation date following the most recent borrowing. (The payment factors shown are the maximums for their annual percentage rate or balance ranges, assuming that my account is not covered by credit life insurance. You will use slightly higher payment factors if my account is covered by credit life insurance.)

X Variable Rate Accounts

Current ANNUAL PERCENTAGE RATE (periodic rate x 365)	Payment Factor
.00 - 10.90	.019
10.91 - 12.85	.020
12.86 - 14.70	.021
14.71 - 16.55	.022
16.56 - 18.30	.023
18.31 - 20.05	.024
20.06 - 21.75	.025
21.76 and above	.030

Fixed Rate Accounts

Outstanding Balance	Payment Factor
\$.00 - 2,000	.040
2000.01 - 3,000	.035
3000.01 - 4,000	.031
4000.01 - 5,000	.028
5000.01 - 6,000	.026
6000.01 - 8,000	.024
8000.01 and above	.021

The calculation described above will be rounded to the next higher dollar. You will change the payment amount only if the calculation results in a change of more than \$5.

Regardless of the calculation described above, the required payment will not be less than \$100 or any higher minimum I have requested in the Agreement. (However, the payment will never be more than the total amount I owe.) You have the right to change the payment factors or methods of calculation, provided that you give me any notice required by law.

Fees: If I request a copy of a check or other document in connection with my PCL account, or if I request that you stop payment on a special check written on my PCL account, I will pay the fees in effect at that time for those services. Current fees are shown on page 2 of this Agreement.

Financial Information: By April 30 each year, I will give you a completed and signed personal financial statement in such form as you may require. I will also give you a copy of my federal income tax return, including all applicable schedules, attachments, and exhibits, each year within 30 days after I file it. I will also give you any other financial statement or information concerning my financial affairs that you may request from time to time.

Changing or Closing my PCL Account: I can close my PCL account at any time by written notice to you. If anyone signing this Agreement gives you notice that he or she is closing the account, that person will be responsible for telling the others. You will not be responsible for telling me that you have received such a notice.

You can change this Agreement in the manner permitted by applicable law. If permitted by applicable law, any change may, on and after its effective date, apply to the whole balance of borrowings outstanding at that time. You can also close my PCL account at any time.

If you receive a notice from anyone signing this Agreement that he or she is closing the account, or if you close the account, you may stop

Repayment: If more than one person is signing this Agreement, you do not have to send more than one statement; nor do you have to send any statement that is not required by law. Each person signing this Agreement is obligated to repay all amounts owed under this Agreement, whether or not statements are sent. If I make a payment of part of the amount I owe you and you accept it, even though it is designated as full payment, I will still owe the rest of the money I should have paid. I may pay all or any part of the outstanding balance of money borrowed before it is due, without any penalty.

Payments will be applied in the following order: finance charge that has accrued through the end of the preceding billing cycle, credit insurance charges that have accrued through the end of the preceding billing cycle, annual fee, late charges, and the outstanding balance of money borrowed beginning with the oldest portion of the balance. Payments received on Saturdays, Sundays, or holidays will be credited as if made on the following business day.

My monthly payments of money borrowed and finance charge (and credit insurance charges, if applicable) will be calculated at the close of business on the first business day that is at least 15 days after the day of the month I have chosen for you to send me a bill or take my payment from a deposit account. You will calculate a new payment amount if there has been a borrowing on my PCL account. If I have a Variable Rate account, you will also calculate a new payment amount if the annual percentage rate has changed. To calculate the payment amount, you will multiply the applicable payment factor from the schedule below by the outstanding balance of money borrowed at the close of business on the payment calculation date following the most recent borrowing. (The payment factors shown are the maximums for their initial percentage rate or balance ranges, assuming that my account is not covered by credit life insurance. You will use slightly higher payment factors if my account is covered by credit life insurance.)

X Variable Rate Accounts

Current ANNUAL PERCENTAGE RATE (periodic rate x 365)	Payment Factor
.00 - 10.90	.019
10.91 - 12.85	.020
12.86 - 14.70	.021
14.71 - 16.55	.022
16.56 - 18.39	.023
18.41 - 20.05	.024
20.06 - 21.75	.025
21.76 and above	.030

Fixed Rate Accounts

Outstanding Balance	Payment Factor
\$.00 - 2,000	.040
2000.01 - 3,000	.035
3000.01 - 4,000	.031
4000.01 - 5,000	.028
5000.01 - 6,000	.026
6000.01 - 8,000	.024
8000.01 and above	.021

The calculation described above will be rounded to the next higher dollar. You will change the payment amount only if the calculation results in a change of more than \$5.

Regardless of the calculation described above, the required payment will not be less than \$100 or any higher minimum I have requested in the Agreement. (However, the payment will never be more than the total amount I owe.) You have the right to change the payment factors or methods of calculation, provided that you give me any notice required by law.

Fees: If I request a copy of a check or other document in connection with my PCL account, or if I request that you stop payment on a special check written on my PCL account, I will pay the fees in effect at that time for those services. Current fees are shown on page 2 of this Agreement.

Financial Information: By April 30 each year, I will give you a completed and signed personal financial statement in such form as you may require. I will also give you a copy of my federal income tax return, including all applicable schedules, attachments, and exhibits, each year within 30 days after I file it. I will also give you any other financial statement or information concerning my financial affairs that you may request from time to time.

Changing or Closing my PCL Account: I can close my PCL account at any time by written notice to you. If anyone signing this Agreement gives you notice that he or she is closing the account, that person will be responsible for telling the others. You will not be responsible for telling me that you have received such a notice.

You can change this Agreement in the manner permitted by applicable law. If permitted by applicable law, any change may, on and after its effective date, apply to the whole balance of borrowings outstanding at that time. You can also close my PCL account at any time.

If you receive a notice from anyone signing this Agreement that he or she is closing the account, or if you close the account, you may stop allowing me to borrow money through the account immediately. However, you may continue to allow borrowings through the account for up to 10 days.

If my account is closed, I will be obligated to continue to pay any amount I owe in accordance with the terms of this Agreement.

Default: You will have the right to declare all amounts that I owe under this Agreement immediately due if: (1) I do not make a payment on time; (2) I move without telling you; (3) you find out that I have told you anything which is untrue or misleading; (4) I die; (5) my debts become the subject of a proceeding in Bankruptcy Court; (6) anyone uses a legal procedure, such as garnishment or attachment, to restrain my use of any deposit or other property belonging to me; (7) anyone obtains a judgment against me in court.

Exceeding the Credit Limit: I will be permitted to exceed my credit limit by an amount which is limited to \$1,000.00 or 10% of the credit limit, whichever is less. However, when borrowings on a particular day cause the outstanding balance of money borrowed to exceed the credit limit, no further borrowing will be permitted (except overdraft borrowing, if provided for above) until the outstanding balance no longer exceeds the credit limit.

Collection: If you use the services of an attorney to collect money I owe or to protect your rights under this Agreement, I will pay reasonable attorney's fees permitted by law, and the costs of any legal proceedings.

VERIFICATION PAGE

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities, that he/she is Valerie Petersen, Plaintiff herein, and that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

10-27-08
Date

Valerie Petersen
(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104978
NO: 08-2279-CD
SERVICES 1
COMPLAINT

PLAINTIFF: ASSET ACQUISITION GROUP, LLC, ASSIGNEE
VS.
DEFENDANT: ARLYNNE JO ROTHROCK

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8796481	10.00
SHERIFF HAWKINS	WELTMAN	8796481	33.89

5
FILED
013:40 LM
MAR 13 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

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

ASSET ACQUISITION GROUP, LLC
ASSIGNEE OF CITIZENS BANK OF PENNSYLVANIA

Plaintiff

No. 08-2279-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

ARLYNNEJO ROTHROCK

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

JAMES C WARMBRODT, Esquire
PA I.D. #42524
Weltman, Weinberg & Reis, CO L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

WWR#7074626

5
FILED 1 cc + 1 cert of
m/2:08 undisc issued to
MAY 01 2009
W Warmbrodt
William A. Shaw
Prothonotary/Clerk of Courts

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

ASSET ACQUISITION GROUP, LLC
ASSIGNEE OF CITIZENS BANK OF PENNSYLVANIA

Plaintiff

vs.

Civil Action No. 08-2279-CD

ARLYNNEJO ROTHROCK

Defendant

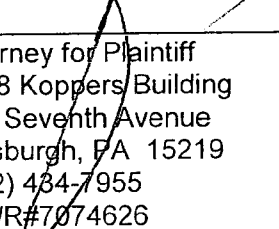
PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without
prejudice to refile and mark the costs paid.

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

By: 
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#7074626

SWORN TO AND SUBSCRIBED

before me this 21 day

of April 2009


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Heidi J. Kelly, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Nov. 4, 2009
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Asset Acquisition Group, LLC
Citizens Bank of Pennsylvania

Vs.

No. 2008-02279-CD

Arlynnejo Rothrock

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 May 1, 2009, marked:

Settled, discontinued and ended without prejudice to refile

Record costs in the sum of \$95.00 have been paid in full by James C. Warmbrodt Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of May A.D. 2009.



William A. Shaw, Prothonotary

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