

00-58-CD

CONSECO FINANCE CONSUMER DISCOUNT COMPANY -vs- MICHAEL A. KELLY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

(113) Consecro Finance Consumer
Discount Company,

Plaintiff,

v.

(101) Michael A. Kelly,

Defendant.

CIVIL DIVISION

No. 00-58-0

Complaint in Civil Action - Replevin

Filed on behalf of:
Consecro Finance Consumer
Discount Company

Counsel of Record for this Party:

Erin P. Dyer, Esquire
PA ID Number: 52748
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

FILED

JAN 18 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Conseco Finance Consumer
Discount Company,

Plaintiff,

v.

Michael A. Kelly,

Defendant.

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)

CIVIL DIVISION

No.

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.

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 ext. 32

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No.
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

COMPLAINT

COUNT I - REPLEVIN

AND NOW comes Conseco Finance Consumer Discount Company, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. Conseco Finance Consumer Discount Company, hereinafter referred to as "Plaintiff" or "Conseco," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at Stonewood Commons III, 105 Bradford Road, Suite 200, Wexford, PA 15090.

2. Michael A. Kelly, hereinafter referred to as "Defendant," is an individual whose last known address is RD 3, Box 135, Log Cabin Road, Clearfield, Pennsylvania 16830.

3. On or about March 18, 1999, Defendant purchased a 1997 Skyline Limited Edition Manufactured Home, Serial Number 2N11-0268JAB, (the "Mobile Home"), from Lynette R. Luzier and Matthew D. Buck, (the "Sellers.") The Defendant, the Sellers and Conseco entered into a written Manufactured Home Transfer of Equity and Assumption Agreement (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Conseco held the first lien on the Sellers' Certificate of Title. Incident to the purchase of the Mobile Home, Conseco filed an application to transfer title of the Mobile Home to the Defendant subject to the first lien of Conseco. A true and correct copy of the application to transfer title is attached hereto as Exhibit "B."

5. Plaintiff avers that the approximate retail value of said Mobile Home is \$52,000.00 and that the said Mobile Home is in the Defendant's possession and believed to be at Defendant's address as stated above.

6. Defendant defaulted under the terms of the Security Agreement by failing to make payments when due. As of December 20, 1999, the Defendant's payments of interest and principal were in arrears in the amount of \$2,218.45. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of December 20, 1999, is \$51,949.21.

7. Plaintiff provided Defendant with thirty (30) days notice of intent to repossess the Mobile Home. A true and correct copy of the notice of intent to repossess the Mobile Home is attached hereto as Exhibit "C."

8. Defendant failed to cure the default or return the Mobile Home upon Plaintiff's demand.

9. Plaintiff avers that under the terms of the Security Agreement and Pennsylvania law it is now entitled to immediate possession of said Mobile Home.

10. The Security Agreement provides that in the event of default:

a. Defendant will pay the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;

b. Court costs and disbursements; and

c. Costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

11. In order to bring this action Conseco Finance Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Conseco Finance Consumer Discount Company, requests:

a) judgment against Defendant to recover the Mobile Home, plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.

COUNT II - DAMAGES

By way of separate and alternative pleading, Plaintiff, Conseco Finance Consumer Discount Company, alleges the following:

12. Paragraphs 1 through 11 of this Complaint are incorporated herein by reference as though fully set forth.

13. This Count is brought in the alternative to the relief sought in Count I.

WHEREFORE, Plaintiff, Conseco Finance Consumer Discount Company, requests:

a) judgment against Defendant in the amount of \$51,949.21 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

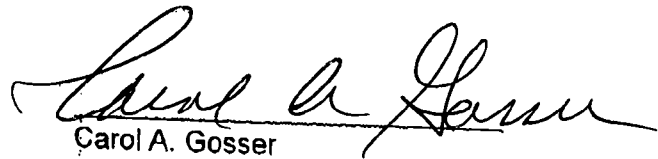
b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.



Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for Conseco Finance Consumer
Discount Company
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

VERIFICATION

Carol A. Gosser, Collection Manager and duly authorized representative of Conseco Finance Consumer Discount Company, deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

A handwritten signature in black ink, appearing to read "Carol A. Gosser", written over a horizontal line.

Carol A. Gosser
Collection Manager
Conseco Finance Consumer Discount
Company

MANUFACTURED HOME TRANSFER OF EQUITY AND ASSUMPTION AGREEMENT (CONV. FHA-VA) (MH-ONLY)

Account No. 73320765

Date: 3/18/99

MANUFACTURED HOME SELLER: LUZIER, LYNNETTE R., RD 3 BOX 135, CLEARFIELD, PA 16830

BUCK, MATTHEW D. (Print Full Name) (No. Street) (City) (State) (ZIP Code)

BUYER: KELLY, MICHAEL A., RD 3 BOX 135, CLEARFIELD, PA 16830
(Print Full Name) (No. Street) (City) (State) (ZIP Code)

DEALER: N/A (Dealer's Name) (No. Street) (City) (State) (ZIP Code)

FINANCIAL INSTITUTION: GREEN TREE CONSUMER DISCOUNT CO.
105 BRADFORD RD, BLDG III, SUITE 200, WEXFORD, PA 15090
(Name of Financial Institution) (No. Street) (City) (State) (ZIP Code)

The following disclosures are being furnished to you to comply with the federal Truth-in-Lending Act and to supplement disclosures contained in the Contract being assumed.

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit provided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my purchase on credit, including my down payment of)
11.50000 %	\$ 100,975.73	\$ 43,989.71	\$ 144,965.44	\$ 144,992.94

Payment schedule for the assumed obligation will be:

Number of Payments	Amount of Payments	When Payments Are Due
328	440.69	Monthly beginning 4/01/99
Final Payment	419.12	8/01/26

SECURITY: I am giving a security interest in the goods or property being purchased.

INITIALING/RETITLING FEES: \$ 27.50

FINANCE CHARGE: If a payment is more than 15 days late, I will be charged \$ 5.00 or 2.00 % of the payment, whichever is LESS.

PAYMENT: If I pay off early, I may be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the contract on the original terms.

See the Contract document for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Annual Percentage Rate shown above represents the total cost of credit (expressed as an annual rate) applicable to this assumption transaction. The Total of Payments and the Payment Schedule shown above are based upon the assumed obligation owed under the Contract, as modified herein.

TRANSFER OF EQUITY AND ASSUMPTION AGREEMENT

"Manufactured Home" means both the manufactured home and other property described below. "Contract" means the initial contract covering the initial sale of the Manufactured Home. "I" and "my" means the New Buyers. "You" means the Assignee. "Manufactured Home Seller" means the present owner of the Manufactured Home. "Seller" means the original dealer who originally sold the Manufactured Home.

	Year and Make	Model	Serial Number	Size
Manufactured Home	1997 SKYLINE CORPORATION		2N11-0268JAB	28 X 52

Other property: STOVE REFRIGERATOR WASHER DRYER AIR CONDITIONER WHEELS/AXLES

JAN- 4-00 THU 3:00 PM CONSEC--
NATURE OF AGREEMENT: This is an agreement among the Manufactured Home Seller, Assignee covering the sale of the Manufactured Home to, and assumption of Contract by, the New Buyer.

TRANSFER OF EQUITY: The Manufactured Home Seller hereby sells all of his/her equity, right, title and interest in the Manufactured Home to the New Buyer, subject to the security interest in favor of the Assignee. The parties agree to execute any application for certificate of title or ownership, financing statement or other instrument necessary to perfect Assignee's security interest in the Manufactured Home.

ASSUMPTION OF CONTRACT: The New Buyer hereby assumes and promises to pay the amounts owing under the Contract, as modified herein, and agrees to be bound by and to perform all other obligations under the Contract, the terms and conditions of which are hereby made a part hereof and otherwise expressly incorporated herein by reference. Accordingly, as of the date of this Agreement, the New Buyer promises to pay to the Assignee \$ 43,989.71 (the "Principal Balance"), plus accrued interest, until paid in full by making the "Total of Payments" in accordance with the "Payment Schedule" on page 1 of this Agreement.

LOAN MODIFICATION: The Manufactured Home Seller hereby agrees to modify the Contract as set forth below. The New Buyer hereby agrees to assume the remainder of the Contract on its original terms, except as modified below:

A 4.1 No modifications to the Contract.

A 4.2 Interest Rate. Effective as of the date of this Agreement, the Manufactured Home Seller and the Assignee agree that the interest rate found in the Contract is hereby modified from the original rate of _____ % per annum to the new rate of _____ % per annum.

C 4.3 Term Extension. The monthly installment(s) of principal and interest due under the Contract for the month(s) of 11/98 - 03/99, 19____ in the aggregate amount of \$ 2,203.45 shall be deferred to the end of the Contract term and, accordingly, the maturity date of the obligation shall be extended by the number of months that payments have been deferred. The parties acknowledge and agree that past-due insurance premiums relating to the Manufactured Home, if any, may not be deferred and must be paid current as of the date of this assumption transaction.

XX 4.4 Interest Accrual Method. Effective as of the date of this Agreement, the Manufactured Home Seller and the Assignee agree that the method of calculating accrued interest is hereby modified and otherwise changed from the simple interest method to the precomputed method. Accordingly, the "Simple Interest" clause found on page 2 of the Contract shall be deleted in its entirety, and the "Prepayment" clause found on page 2 of the Contract shall be modified to include the following additional language: "If I prepay this Contract in full, you will give me a refund of part of the Finance Charge. Any prepaid finance charge will not be included in calculating such refund. The refund will be calculated using the actuarial method, except that you will assume that I made all payments on the scheduled due dates. I will not get a refund if the amount is less than \$1.00."

Except as modified herein, all of the terms and conditions of the Contract shall remain in full force and effect.

RELEASE: (Assignee chooses one)

— **NO RELEASE FROM LIABILITY:** THE MANUFACTURED HOME SELLER AGREES THAT HE/SHE WILL REMAIN OBLIGATED UNDER THE CONTRACT. The liability of the Manufactured Home Seller will not be affected by any extension, renewal, subsequent modification or subsequent transfer (to which the Manufactured Home Seller hereby consents) of the Contract by the New Buyer to another party, or other change in the terms of the Contract. The Manufactured Home Seller does not have to receive notice from the New Buyer of nonpayment or nonperformance of the Contract.

X **MH SELLER RELEASED:** THE MANUFACTURED HOME SELLER IS HEREBY RELEASED AND FOREVER DISCHARGED FROM ANY AND ALL LIABILITY OR OBLIGATION UNDER THE CONTRACT PROVIDED THAT SAID RELEASE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL ALL PARTIES TO THIS AGREEMENT HAVE SIGNED AS SET FORTH BELOW. Accordingly, the Manufactured Home Seller hereby acknowledges and agrees that he/she shall be immediately taken off of any applicable certificate of title relating to the Manufactured Home.

Assumption Fee _____ : The New Buyer agrees to pay Assignee \$ _____
as a bona fide and reasonable fee for preparing and processing this transaction.

TITLING/RETITLING FEES AND TAXES: The New Party agrees to pay for any fees charged by public officials to, among other things, retitle the Manufactured Home and further agrees to pay the sales tax, if any, or any other tax imposed by a governmental body relating to this assumption transaction.

INSURANCE:
A. Credit Insurance: Any credit life and/or credit disability insurance included in the Contract will be, at the option of the insurance company:
N/A transferred to the New Buyer
XX cancelled
(Continuation of any credit insurance is NOT required for approval of the transfer and assumption.)
B. Property Insurance: Any property insurance included in the Contract will be, at the option of the insurance company:
XX transferred to the New Buyer
_____ cancelled

COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which taken together shall constitute one agreement.

ARBITRATION: All disputes, claims or controversies arising from or relating to this Agreement or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This Agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN.)** The parties agree and understand that all disputes arising under case law, statutory law and all other laws including, but not limited to, all contract, tort and property disputes will be subject to binding arbitration in accord with this Agreement. The parties agree that the arbitrator shall have all powers provided by law, by the Agreement and the agreement of the parties. These powers shall include all legal and equitable remedies including, but not limited to, money damages, declaratory relief and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial (filing a lawsuit) or non-judicial relief to enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation secured by the Manufactured Home or to foreclose on the Manufactured Home. The institution and maintenance of a lawsuit to foreclose upon any collateral, to obtain a monetary judgment or enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

BY THE MANUFACTURED HOME SELLER AND THE NEW BUYER ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT AND OF THE ORIGINAL CONTRACT.
NOTATION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS AGREEMENT BEFORE YOU SIGN IT.

X [Signature] (Manufactured Home Seller) X [Signature] (New Buyer)

X MATTHEW D. BUCK (Manufactured Home Seller) X _____ (New Buyer)

CONSENT BY, AND AGREEMENT OF, ASSIGNEE:
The above transfer of equity and assumption is approved and agreed to.

By: X [Signature]
Us: [Signature]

FHA/VA - 45 DAYS
CONV - 45 DAYS

PENNSYLVANIA

**NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT**

Michael A. Kelly
Rd 3 Box 135
Clearfield PA 16830-9152

Date of Notice 11/01/99

Conseco Finance Consumer Discount
Stonewood Commons III
105 Bradford Rd Suite 200
Wexford, PA 15090
800-245-1340

Certified Mail Z 910 254 580

Account No.: 73320785

Brief Identification of
credit transaction: Manufactured home loan

Forty-five (45) days from the date of this Notice (as described below) is the LAST DATE FOR PAYMENT.

\$ 1,322.07 is the AMOUNT NOW DUE.

You are in DEFAULT on this credit transaction. If you pay the AMOUNT NOW DUE (above) (plus all amounts coming due during the cure period) by the LAST DATE FOR PAYMENT (above), you may continue with the contract as though you were not late.

At the expiration of thirty (30) days from the date of this notice we can take action to repossess your Manufactured Home. Upon repossession and sending of a notice of private sale you will have fifteen (15) days remaining to pay the amount then due. You may also cure your default by contacting, within the time allowed, the Conseco Finance Consumer Discount Company ("Conseco Finance") representative stated below to request a modification agreement or repayment agreement from Conseco Finance for repayment of the alleged default. You must complete any modification or repayment agreement allowed by Conseco Finance to cure this default. If you fail to cure your default by taking the steps listed above within the cure period described above, then as of December 1, 1999, the maturity of this contract is automatically accelerated and full payment of all amounts due in the amount of \$ 49,425.17, shall be due and payable (including the remaining unpaid principal balance plus earned interest to such date) without any further notice from us. Additional expenses accrued after the date of this notice shall also be due and payable. If this default is not cured, Conseco Finance will report the defaulted loan to the appropriate credit reporting agency.

IF THIS LOAN IS FHA INSURED, IT IS INSURED AGAINST NONPAYMENT BY THE FEDERAL GOVERNMENT. IF YOU DO NOT REPAY THE LOAN AS AGREED, WE MAY ASSIGN THE DEBT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR COLLECTION. FAILURE TO PAY THE DEBT IN ACCORDANCE WITH THE TERMS SET BY HUD MAY RESULT IN ANY OR ALL OF THE FOLLOWING ACTIONS:

- SEIZING YOUR FEDERAL INCOME TAX REFUNDS.
- GARNISHMENT OF YOUR WAGES IF YOU ARE A FEDERAL EMPLOYEE.
- REFERRING THE DEBT TO THE U.S. DEPARTMENT OF JUSTICE FOR COLLECTION.

If your loan is FHA insured and you are unable to cure the default due to an involuntary loss of employment or other reason, counseling assistance may be available to you from certain agencies that are HUD-approved mortgage counseling agencies. You may contact us to get the name of the mortgage counseling agency that is closest to you.

If you are late more than three (3) times in any calendar year in making your payments, we may exercise our rights without sending you any other Notice(s) like this one. If you abandon the home or voluntarily surrender it in the future we are not required to send a Notice of Default to you. If you have any questions, promptly write or telephone us at the address given above.

GT-46-XX-026 (10/99)

FILED

Shaw

JAN 18 2000

City Over pd \$80.00

M/8:39/1cc Shy.

Wm A. Shaw

Prothonotary

ERIN P. DYER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CONSECO FINANCE CONSUMER

00-58-CD

VS

KELLY, MICHAEL A.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW JANUARY 20, 2000 AT 2:26 PM EST SERVED THE WITHIN
COMPLAINT IN REPLEVIN ON MICHAEL A. KELLY, DEFENDANT AT
RESIDENCE RD 3 BOX 135, LOG CABIN ROAD, CLEARFIELD,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL KELLY
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN
REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING

19.33 SHFF. HAWKINS PAID BY: ATTY
10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

20th DAY OF January 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilyn Hamr

CHESTER A. HAWKINS
SHERIFF

FILED

JAN 26 2000

William A. Shaw
Prothonotary WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No. 00 - 58 - CD
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

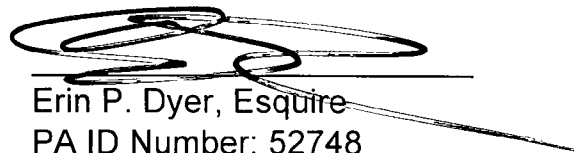
PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter judgment by default in favor of plaintiff Conseco Finance Consumer Discount Company and against defendant Michael A. Kelly for his failure to plead to the complaint in this action within the required time. The complaint contains a notice to defend within twenty days from the date of service thereof. Defendant was served with the complaint on January 20, 2000 and his answer was due to be filed on February 9, 2000.

Attached as Exhibit "A" is a copy of plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the defendant at his last known address and to his attorney of record, if any, on February 15, 2000, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1997 Skyline Limited Edition Manufactured Home, Serial Number 2N11-0268JAB, that being the relief demanded in the complaint.



Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for Conseco
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

FILED

MAR 17 2000

Attachments: Ten Day Notice
Affidavit of Non-Military Service & Last Known Address

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No. 00 - 58 - CD
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

AFFIDAVIT OF NON-MILITARY SERVICE & LAST KNOWN ADDRESS

ERIN P. DYER, Attorney, being duly sworn according to law, deposes and says that he makes this affidavit on behalf of the within plaintiff, being so authorized avers that defendant's place of residence is RD 3, Box 135, Log Cabin Road, Clearfield, Pennsylvania 16830, and that he is not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, *et seq.* This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for Conseco Finance
Consumer Discount Company
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

FILED

MAR 17 2000
O 2:00/403 PP 20.00
William A. Shaw
Prothonotary
E6

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No. 00 - 58 - CD
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

Michael A. Kelly
RD 3, Box 135
Log Cabin Road
Clearfield, Pennsylvania 16830

NOTICE

Pursuant to the requirements of Pa. R.C.P. 236, you are hereby notified that:

JUDGMENT BY DEFAULT has been entered against you in the above proceeding.

Prothonotary of Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No. 00 - 58 - CD
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

PRAECIPE FOR WRIT OF POSSESSION

To the Prothonotary, kindly issue Writ of Possession in the above matter and direct the Sheriff of Clearfield County to:

1. Deliver possession of the following described property to Conseco Finance Consumer Discount Company:
1997 Skyline Limited Edition Manufactured Home, Serial Number 2N11-0268JAB.
2. Inform Michael A. Kelly that he has ten (10) days to remove personal items.
3. After ten (10) days a motor truck will transport the 1997 Skyline Limited Edition Manufactured Home to a predetermined area or the plaintiff will secure the mobile home with a new lock for later transport.
4. Levy upon any property of Michael A. Kelly remaining after the above-mentioned time period and sell his interest therein.

FILED

MAR 17 2000

William A. Shaw
Prothonotary



Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for Conseco
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

FILED

MAR 17 2000
m/2:00/ww
William A. Shaw PD 20.00
Prothonotary
NO CASH COPIES
6 WANTS TO SHENK

GRB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No. 00 - 58 - CD
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)	
	)	ss
COUNTY OF CLEARFIELD)	

To the Sheriff of Clearfield County:

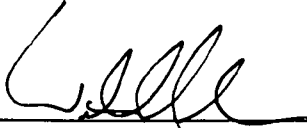
1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Conseco Finance Consumer Discount Company:

1997 Skyline Limited Edition Manufactured Home, Serial Number 2N11-0268JAB.

2. You are directed to inform Michael A. Kelly that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1997 Skyline Limited Edition Manufactured Home to a predetermined area or the plaintiff will secure the mobile home with a new lock for later transport.

4. To satisfy the costs against Michael A. Kelly, you are directed to levy upon any property of Michael A. Kelly remaining after the above-mentioned time period and sell his interest therein.



(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date March 17, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer
Discount Company,

Plaintiff,

v.

Michael A. Kelly,

Defendant.

) CIVIL DIVISION

) No. 00 - 58 - CD

FILED

MAR 22 2000

William A. Shaw
Prothonotary


PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter judgment by default in favor of plaintiff Conseco Finance Consumer Discount Company and against defendant Michael A. Kelly for his failure to plead to the complaint in this action within the required time. The complaint contains a notice to defend within twenty days from the date of service thereof. Defendant was served with the complaint on January 20, 2000 and his answer was due to be filed on February 9, 2000.

Attached as Exhibit "A" is a copy of plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the defendant at his last known address and to his attorney of record, if any, on February 15, 2000, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1997 Skyline Limited Edition Manufactured Home, Serial Number 2N11-0268JAB, that being the relief demanded in the complaint.


Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for Conseco
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

Attachments: Ten Day Notice
 Affidavit of Non-Military Service & Last Known Address

FILED

MAR 22 2000
Mla. J. Oyer
William A. Shaw
Prothonotary

pd \$20.00

not. to Dy. m. Kelly
Statement to City Oyer


[Handwritten initials]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No. 00 - 58 - CD
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

AFFIDAVIT OF NON-MILITARY SERVICE & LAST KNOWN ADDRESS

ERIN P. DYER, Attorney, being duly sworn according to law, deposes and says that he makes this affidavit on behalf of the within plaintiff, being so authorized avers that defendant's place of residence is RD 3, Box 135, Log Cabin Road, Clearfield, Pennsylvania 16830, and that he is not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, *et seq.* This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.


Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for Conseco Finance
Consumer Discount Company
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Conseco Finance Consumer Discount
Company,

Plaintiff,

v.

Michael A. Kelly ,

Defendant.

) CIVIL DIVISION

) No. 00 - 58 - CD

Via Certified Mail # Z 047 928 689

and Certificate of Mailing

Michael A. Kelly

RD 3, Box 135

Log Cabin Road

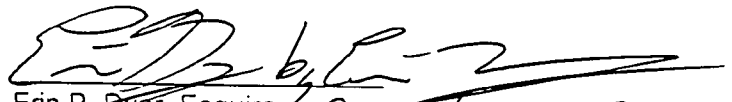
Clearfield, Pennsylvania 16830

Date of Notice: February 15, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 ext. 32


Erin P. Dyer, Esquire
Attorney for Plaintiff
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975
Pa. JS# 77739

FILE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No. 00 - 58 - CD
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

PRAECIPE FOR WRIT OF POSSESSION

To the Prothonotary, kindly issue Writ of Possession in the above matter and direct the Sheriff of Clearfield County to:

1. Deliver possession of the following described property to Conseco Finance Consumer Discount Company:

1997 Skyline Limited Edition Manufactured Home, Serial Number 2N11-0268JAB.

2. Inform Michael A. Kelly that he has ten (10) days to remove personal items.


3. After ten (10) days a motor truck will transport the 1997 Skyline Limited Edition Manufactured Home to a predetermined area or the plaintiff will secure the mobile home with a new lock for later transport.

4. Levy upon any property of Michael A. Kelly remaining after the above-mentioned time period and sell his interest therein.

FILED

MAR

William A. Shaw
Prothonotary


Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for Conseco
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

FILED

MAR 10 1957
William A. Shaw
Prothonotary

Shaw
at, Dep, pd

520.00

GA

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No. 00 - 58 - CD
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)	
	)	ss
COUNTY OF CLEARFIELD)	

To the Sheriff of Clearfield County:

1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Conseco Finance Consumer Discount Company:

1997 Skyline Limited Edition Manufactured Home, Serial Number 2N11-0268JAB.

2. You are directed to inform Michael A. Kelly that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1997 Skyline Limited Edition Manufactured Home to a predetermined area or the plaintiff will secure the mobile home with a new lock for later transport.

4. To satisfy the costs against Michael A. Kelly, you are directed to levy upon any property of Michael A. Kelly remaining after the above-mentioned time period and sell his interest therein.



(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date March 22, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No. 00 - 58 - CD
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)	
)	ss
COUNTY OF CLEARFIELD)	

To the Sheriff of Clearfield County:

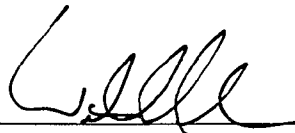
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2. You are directed to inform Michael A. Kelly that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1997 Skyline Limited Edition Manufactured Home to a predetermined area or the plaintiff will secure the mobile home with a new lock for later transport.

4. To satisfy the costs against Michael A. Kelly, you are directed to levy upon any property of Michael A. Kelly remaining after the above-mentioned time period and sell his interest therein.


(Prothonotary/Clerk)

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.
(Deputy)

Seal of the Court:

Date March 17, 2000

RECEIVED MAR 17 2000

@ 2:32 PM
Chester A. Hankins
by Margaret N. Putt

NOW, March 24, 2000, at 8:11 AM o'clock served the Writ of Possession on Michael A. Kelly, defendant, at his place of residence, RD #3, Log Cabin Road, Clearfield, Clearfield County, Pennsylvania, 16830, by handing to Michael A. Kelly, defendant, a true and attested copy of the original Writ of Possession and made known to him the contents thereof. The Deputy advised verbally that the defendant has ten (10) days to vacate premises.

NOW, March 29, 2000, return the Writ as being served, paid costs from advance and made refund of unused advance to the attorney.

SHERIFF HAWKINS \$19.00
SURCHARGE 10.00
PAID BY ATTORNEY

SO ANSWERS,

Chester A. Hawkins
by Margaret W. Putt
CHESTER A. HAWKINS,
SHERIFF

SWORN AND SUBSCRIBED BEFORE ME THIS
29TH DAY OF MARCH, 2000.

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

FILED

MAR 29 2000
01:31:43pm
William A. Shaw
Prothonotary *gkb*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company,)	
	)	No. 00 - 58 - CD
Plaintiff,)	
)	
v.)	
)	
Michael A. Kelly,)	
)	
Defendant.)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)	
	)	ss
COUNTY OF CLEARFIELD)	

To the Sheriff of Clearfield County:

1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Conseco Finance Consumer Discount Company:

1997 Skyline Limited Edition Manufactured Home, Serial Number 2N11-0268JAB.

2. You are directed to inform Michael A. Kelly that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1997 Skyline Limited Edition Manufactured Home to a predetermined area or the plaintiff will secure the mobile home with a new lock for later transport.

4. To satisfy the costs against Michael A. Kelly, you are directed to levy upon any property of Michael A. Kelly remaining after the above-mentioned time period and sell his interest therein.



(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date March 22, 2000

RECEIVED MAR 22 2000

@ 3:11 PM
Chester A. Hawkins
by Margaret H. Pratt

NOW, March 24, 2000, at 8:11 AM o'clock served the Writ of Possession on Michael A. Kelly, defendant, at his place of residence, RD #3, Box 135, Log Cabin Road, Clearfield, Clearfield County, Pennsylvania, 16830, by handing to Michael A. Kelly, defendant, a true and attested copy of the original Writ of Possession and made known to him the contents thereof. The Deputy advised verbally that the defendant has ten (10) days to vacate premises.

NOW, March 29, 2000, return the Writ as being served, paid costs from advance and made refund of unused advance to the attorney.

SHERIFF HAWKINS \$19.00
SURCHARGE 10.00
PAID BY ATTORNEY

SO ANSWERS,
Chester A. Hawkins
by Margaret H. Hoff
CHESTER A. HAWKINS,
SHERIFF

SWORN AND SUBSCRIBED BEFORE
ME THIS 29th day of March, 2000.



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

FILED

03:41pm

EKB