

00-1441-CD
GREENPOINT CREDIT, LLC -vs- CLIFFORD T. LESKOVANSKY et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,

Plaintiff,

v.

Clifford T. Leskovansky
and Carrie D. Leskovansky,

Defendants.

CIVIL DIVISION

No. 00-1441-00

Complaint in Civil Action - Replevin

Filed on behalf of:
GreenPoint Credit, LLC

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

NOV 20 2000

William A. Shaw
Clerk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No.
)	
v.)	
)	
Clifford T. Leskovansky)	
and Carrie D. Leskovansky,)	
)	
Defendants.)	

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No.
)	
v.)	
)	
Clifford T. Leskovansky)	
and Carrie D. Leskovansky,)	
)	
Defendants.)	

COMPLAINT

COUNT I - REPLEVIN

AND NOW, comes GreenPoint Credit, LLC, f/k/a Bank of America Housing, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. GreenPoint Credit, LLC, hereinafter referred to as "Plaintiff" or "GreenPoint," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at 400 Southpointe Boulevard, Southpointe Plaza I, Suite 230, Canonsburg, PA 15317.

2. Clifford T. Leskovansky and Carrie D. Leskovansky, hereinafter referred to as "Defendants," are individuals whose last known address is RR2 Box 33, Morrisdale, PA 16858.

3. On or about September 5, 1996, Defendants purchased a 1997 Skyline Limited Edition Manufactured Home, Serial Number 2N1104813, (the "Mobile Home"), from Family Mobile Homes, Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security 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. Seller assigned its interest in the Security Agreement to Plaintiff, GreenPoint. GreenPoint perfected its security interest in said Mobile Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

5. Plaintiff avers that the approximate retail value of said Mobile Home is \$19,600.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

6. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of October 31, 2000, the Defendants' payments of interest and principal were in arrears in the amount of \$760.76. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of October 31, 2000, is \$21,821.92.

7. Plaintiff provided Defendants 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. Defendants 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. Defendants 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 GreenPoint Credit, LLC was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, GreenPoint Credit, LLC, requests:

a) judgment against Defendants 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, GreenPoint Credit, LLC, 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, GreenPoint Credit, LLC, requests:

a) judgment against Defendants in the amount of \$21,821.92 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 GreenPoint Credit, LLC
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

VERIFICATION

Don Turosik, Collection Manager and duly authorized representative of GreenPoint Credit, LLC, 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 his knowledge, information and belief.

A handwritten signature in black ink, appearing to read "Don Turosik", is positioned above a horizontal line.

Don Turosik
Collection Manager
GreenPoint Credit, LLC

PENNSYLVANIA

**ETAILED INSTALLMENT CONTRACT
and SECURITY AGREEMENT****MH FIXED RATE CONTRACT**

LOAN PLAN: F01
OFFICE NUMBER: 79075
DEALER NO: 750039
ACCT. NO: 75302495

NAME: CLIFFORD T. LESKOVANSKY
 BUYER(S): NAME: CARRIE D. LESKOVANSKY
 NAME: _____
 NAME: _____

ADDRESS: R D 1 BOX 15 CITY: MORRISDALE STATE: PA ZIP: 16858
 PHONE: 814/342-6402 S. SEC. # (S): 210-66-4045 198-56-4823
 PROPOSED LOCATION OF MANUFACTURED HOME: DEER CREEK RD HANSLOVINS MHP MORRISDALE, PA 16858

"me" or "us" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "you" or "your" means the seller and its assignee. This contract will be submitted to the Creditor indicated below, at a local office, and if approved, it will be assigned to that creditor. On the date of this contract, I buy from you on a credit sale basis the manufactured home described below, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

EDITOR: BANKAMERICA HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSB

**Description of
Manufactured
Home:**

TRADE NAME: SKYLINE CORP. MODEL: LIMITED EDITION
 YEAR: 97 NEW: X USED: _____ LENGTH: 64 ft WIDTH: 14 ft
 SERIAL NUMBERS: 2N11-0481J

ITEM	SERIAL NUMBER	ITEM	SERIAL NUMBER
ADDITIONAL ACCESSORIES AND FURNISHINGS: <u>AIR CONDITNG</u>		<u>SKIRTING</u>	
<u>2 4X4 DECKS</u>		<u>OIL TANK</u>	

PROMISE TO PAY: I promise to pay you the Unpaid Balance shown in (item 5) with interest at the rate of:

12.25 % per

year until the debt is fully paid. I'll pay this amount in installments as shown in the payment schedule. Each monthly payment will be applied as if its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate:	The dollar amount the credit will cost me:	The amount of credit provided to me or on my behalf:	The amount I will have paid after I have made all payments as scheduled:	The total cost of my purchase on credit including my down payment of:
<u>12.25</u> %	<u>\$ 37,493.40</u>	<u>\$ 22,257.00</u>	<u>\$ 59,750.40</u>	<u>\$ 1,200.00</u> <u>\$ 60,950.40</u>
		See #7	Fin. Charge + Amount Fin.	Total Pay. - Downpayment

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

Prepayment: If I pay off early, I will not have to pay a penalty, but I will not be entitled to a refund of the Prepaid Finance Charge, if any.

Number of Payments	Amount of Payments	Monthly, beginning	Year
<u>240</u>	<u>\$ 248.96</u>	<u>October 5</u>	<u>19 96</u>
Monthly, beginning	<u>.00</u>		<u>19</u>
Monthly, beginning	<u>.00</u>		<u>19</u>
Monthly, beginning	<u>.00</u>		<u>19</u>

Security: I give you a security interest in: X the goods or property being purchased. _____ real property located at:

Late Charge: If a payment is more than 15 days late, I will be charged 2 % of the unpaid amount of such payment, not to exceed \$ 5.00.

Assumption: Someone buying my Manufactured Home may, under certain circumstances, be allowed to assume the remainder of the contract on the original terms.

ITEMIZATION OF AMOUNT FINANCED

Cash Price (Incl. Sales Tax of \$.00): \$ 22,321.00

1. a. Cash Downpayment \$ 1,200.00

b. Trade-In (Year, Make, Model):
Length _____ Width _____
Gross Value \$.00 Liens \$.00
(Seller to pay off)

Net Trade-In Value \$.00

Total Downpayment \$ 1,200.00

2. Unpaid Balance of Cash Price (1 minus 2) \$ 21,121.00

3. Amounts paid to others on my behalf:

a. To Insurance Companies:

(1) Property Insurance \$ 1,075.00

(2) Credit Life Insurance \$.00

b. To Public Officials:

(1) Certificate of Title \$ 15.00

(2) FILING FEES \$ 5.00

c. To Seller:

For: \$.00
(Prepaid Finance Charge)

d. To:

For: ADMIN FEE \$ 35.00

TIRE TAX 6.00

e. To:

For: \$.00

Total (a + b + c + d + e) \$ 1,136.00

5. Unpaid Balance (3 plus 4) \$ 22,257.00

6. Prepaid Finance Charge \$.00

7. Amount Financed (5 minus 6) \$ 22,257.00

INSURANCE

PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown:

Type of Insurance	Term	Premium
Broad Form Comp.	60MOS	\$.00
X Mobile Home Owners	60MOS	\$ 1,075.00
SERV CNTRT		\$

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS MOBILE HOME OWNERS INSURANCE IS INDICATED IN THE PROPERTY INSURANCE SECTION ABOVE.

CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:

Type of Coverage	Term	Premium
Single		\$
Joint		\$
		Date
(signature)		Date
(signature)		Date

(If joint coverage desired, both proposed insureds must sign.)

ACCEPTED: The foregoing contract is hereby assigned under the terms of the Assignment on page 4.

SELLER: FAMILY MOBILE HOMES INC

SELLER'S ADDRESS:

1683 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

SELLER'S SIGNATURE:

SELLER'S TITLE:

President

If you do not meet your contract obligations, you may lose your manufactured home.

Notice to Buyer: Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

BUYER(S) SIGNATURE(S):

Clifford T. Leskovansky

CLIFFORD T. LESKOVANSKY

Carrie D. Leskovansky

CARRIE D. LESKOVANSKY

DATE OF THIS CONTRACT: September 5, 1996

AGREE TO ALL THE TERMS ON ALL PAGES OF THIS RETAIL INSTALLMENT CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

(Signature of Buyer)

(Signature of Co-Buyer)

COMMONWEALTH OF PENNSYLVANIA									
DEPARTMENT OF TRANSPORTATION									
CERTIFICATE OF TITLE FOR A VEHICLE									
10,377									
962700013005906-001									
2N110481J		97		SKYLINE		50144527801 LE			
VEHICLE IDENTIFICATION NUMBER		YEAR		MAKE OF VEHICLE		TITLE NUMBER			
MM	8			10/21/96		EXEMPT		4	
BODY TYPE	COUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROC. DATE		ODOM. MILES		ODOM. STATUS	
10/21/96	10/21/96								
DATE PA TITLED		DATE OF ISSUE		UNLADEN WEIGHT		GVWR		TITLE BRANDS	
<p style="text-align: center;">ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW</p> <p>REGISTERED OWNER(S) CLIFFORD T & CARRIE D LESKOVANSKY R R 2 BOX 33 MORRISDALE PA 16858</p>									
<p>FIRST LIEN FAVOR OF: BANK AMERICA HOUSING SERVICES</p>					<p>SECOND LIEN FAVOR OF:</p>				
<p>FIRST LIEN RELEASED _____ DATE _____ BY _____ AUTHORIZED REPRESENTATIVE _____</p>					<p>SECOND LIEN RELEASED _____ DATE _____ BY _____ AUTHORIZED REPRESENTATIVE _____</p>				
<p>MAILING ADDRESS 031007 BANK AMERICA HOUSING SERVICES 180 SHEREE BLVD STE 3200 EXTON PA 19341</p>									
<p>I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.</p> <p style="text-align: right;">BRADLEY L MALLORY Secretary of Transportation</p>									
<p>D. APPLICATION FOR TITLE AND LIEN INFORMATION -</p> <p>TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.</p>									
<p>SUBSCRIBED AND SWORN TO BEFORE ME: _____ MO. _____ DAY _____ YEAR _____</p> <p>_____ SIGNATURE OF PERSON ADMINISTERING OATH</p>					<p>When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".</p> <p>A <input type="checkbox"/> Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).</p> <p>B <input type="checkbox"/> Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).</p>				
<p>SEAL</p>					<p>LIEN DATE: _____ IF NO LIEN CHECK BOX <input type="checkbox"/></p>				
					<p>FIRST LIENHOLDER:</p>				
					<p>NAME _____</p>				
					<p>STREET _____</p>				
					<p>CITY _____</p>				
					<p>STATE _____ ZIP _____</p>				
					<p>LIEN DATE: _____ IF NO LIEN CHECK BOX <input type="checkbox"/></p>				
<p>The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.</p>					<p>SECOND LIENHOLDER</p>				
<p>_____ SIGNATURE OF APPLICANT</p>									
<p>_____ SIGNATURE OF CO-APPLICANT</p>									
<p>_____ SIGNATURE OF SELLER</p>									

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

07258383

EXHIBIT "B"

INSURE YOUR TITLE

September 29, 2000

CLIFFORD T. LESKOVANSKY
CARRIE D. LESKOVANSKY
RR2 BOX 33
MORRISDALE PA 16858RE: Manufactured Home Loan - Account #000007530249500001**NOTICE OF INTENTION TO ACCELERATE, COMMENCE LEGAL ACTION OR REPOSSESS**

You are now in default on your Manufactured Home Loan Contract. If you correct the default, you may continue with the contract as though you did not default. Your default consists of failure to make timely payments of one or more installments as agreed to in the terms of the contract.

Thirty-one (31) days after the date of this notice, we may have the right to commence legal action and repossess your manufactured home.

Cure of default: You may cure your default by making payment in the amount indicated below:

Past Due Monthly Payment(s)	\$	497.92
Late Charge(s)	\$	8.90
Total Due Now	\$	506.82

Creditor's rights: Any partial payment of the amount due which is received by us will be applied to your account. You will need to pay the full amount by the date indicated above in order to cure your default. If you do not correct your default within 31 days due from the postmarked date of this notice, we may exercise our rights against you under the law by accelerating your debt and either repossessing your manufactured home or, if necessary, bringing a court action to obtain possession of your manufactured home.

If we elect to exercise our rights against you by repossession of the manufactured home you may, at any time before we sell or otherwise dispose of the manufactured home or enter into a contract for its sale or other disposition, (which shall be at least 45 days after postmark of this notice), redeem the manufactured home by paying us all amounts due plus expenses reasonably incurred by us in detaching and transporting the manufactured home to the site of the sale and our reasonable attorney's fees, to the extent permitted by law, plus court costs.

If you have any questions, write to us at the address above or call me at the phone number listed above between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

If this default was caused by your failure to make a payment or payments, and you want to pay by mail, please send a check or money order. Do not send cash.

Manager

CC: File

If any additional regular payment becomes due during this cure period, this payment must also be paid in order to avoid any further default. This correspondence is an attempt to collect a debt and any information obtained will be used for that purpose.

PA (144)

EXHIBIT "C"



[Signature]

NOV 20 2000

11/13/01 eth

William A. ...

\$280.00

acc Sheryl
/cc eth

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10425

GREENPOINT CREDIT

00-1441-CD

VS.

LESKOVANSKY, CLIFFORD T. and CARRIE D.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW NOVEMBER 29, 2000 AT 9:46 AM EST SERVED THE WITHIN COMPLAINT
IN REPLEVIN ON CARRIE D LESKOVANSKY, DEFENDANT AT RESIDENCE,
RR #2, BOX 33, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO CARRIE LESKOVANSKY A TRUE AND ATTESTED COPY OF
THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE
CONTENTS THEREOF.
SERVED BY: NEVLING

FILED
013:00 JP
DEC 1 2000
William A. Shaw
Prothonotary

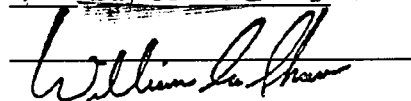
NOW NOVEMBER 29, 2000 AT 9:46 AM EST SERVED THE WITHIN COMPLAINT
IN REPLEVIN ON CLIFFORD T. LESKOVANSKY, DEFENDANT AT RESIDENCE,
RR# 2, BOX 33, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO CARRIE LESKOVANSKY, DEFENDANT'S WIFE, A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE
KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

Return Costs

Cost	Description
30.76	SHFF. HAWKINGS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.


Sworn to Before Me This

15 Day Of Dec 2000



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

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,

Plaintiff,

v.

Clifford T. Leskovansky and
Carrie D. Leskovansky,

Defendants.

) CIVIL DIVISION

) No. 00-1441-CD

FILED

JAN 08 2001

William A. Shaw
Prothonotary


PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter Judgment by Default in favor of Plaintiff GreenPoint Credit, LLC and against Defendants Clifford T. Leskovansky and Carrie D. Leskovansky for their 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. Defendants were served with the Complaint on November 29, 2000 and their answer was due to be filed on December 20, 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 Defendants at their last known address and to their attorney of record, if any, on December 22, 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 2N1104813, that being the relief demanded in the Complaint.


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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,

Plaintiff,

v.

Clifford T. Leskovansky and Carrie D.
Leskovansky,

Defendants.

) CIVIL DIVISION

)

)

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No. 00-1441-CD

**Via Certified Mail # 01 8885 4626
and Certificate of Mailing**

Clifford T. Leskovansky
RR2 Box 33
Morrisdale, PA 16858

**Via Certified Mail # 01 8885 4619
and Certificate of Mailing**

Carrie D. Leskovansky
RR2 Box 33
Morrisdale, PA 16858

Date of Notice: December 22, 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:

Prothonotary of Clearfield County
Clearfield County Courthouse
230 E. Market St.
Clearfield, PA 16830



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

FILE

FILE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-1441-CD
)	
v.)	
)	
Clifford T. Leskovansky and)	
Carrie D. Leskovansky,)	
)	
Defendants.)	

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 Defendants' place of residence is RR2 Box 33, Morrisdale, PA 16858, and that they are 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 GreenPoint Credit, LLC
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

FILED

EWS

JAN 08 2001

en/2:55/1435

William A. Shaw

Prothonotary

80

20--

1 CEN TO ATT

NOTICE TO DEFT

Prothonotary of Clearfield County

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

Greenpoint Credit, LLC,
Plaintiffs (s)

Vs.

Clifford T. Leskovansky and
Carrie D. Leskdovansky
Defendant (s)

Docket:

No.: 2000-1441-CD

Real Debt: \$00

Atty's Comm:

Costs: \$

Int. From:

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 8, 2001

Expires: January 8, 2006

Certified from the record this 8th day of January, 2001.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-1441-CD
)	
v.)	
)	
Clifford T. Leskovansky and)	
Carrie D. Leskovansky,)	
)	
Defendants.)	

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 GreenPoint Credit, LLC:

1997 Skyline Limited Edition Manufactured Home, Serial Number 2N1104813.

2. Inform Clifford T. Leskovansky and Carrie D. Leskovansky that they have 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 Clifford T. Leskovansky and Carrie D. Leskovansky remaining after the above-mentioned time period and sell their interest therein.

FILED

JAN 08 2001

William A. Shaw
Prothonotary



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-1441-CD
)	
v.	)	Writ of Possession
)	
Clifford T. Leskovansky and)	
Carrie D. Leskovansky,)	
)	
Defendants.)	

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 GreenPoint Credit, LLC:

1997 Skyline Limited Edition Manufactured Home, Serial Number 2N1104813.

2. You are directed to inform Clifford T. Leskovansky and Carrie D. Leskovansky that they have 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 Clifford T. Leskovansky and Carrie D. Leskovansky, you are directed to levy upon any property of Clifford T. Leskovansky and Carrie D. Leskovansky remaining after the above-mentioned time period and sell their interest therein.

William A. Shaw
(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date JAN. 8, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-1441-CD
)	
v.)	Writ of Possession
)	
Clifford T. Leskovansky and)	
Carrie D. Leskovansky,)	
)	
Defendants.)	

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COMMONWEALTH OF PENNSYLVANIA)	
)	ss
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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 Clifford T. Leskovansky and Carrie D. Leskovansky, you are directed to levy upon any property of Clifford T. Leskovansky and Carrie D. Leskovansky remaining after the above-mentioned time period and sell their interest therein.

William A. Shaw
(Prothonotary/Clerk)



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

Seal of the Court:

Date Jan. 8, 2001

RECEIVED JAN 8 2000

@ 3:40 PM

Chester A. Hawkins
by Margaret H. Pitt

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10618

GREENPOINT CREDIT, LLC

00-1441-CD

VS.

LESKOVANSKY, CLIFFORD T. AND CARRIE D.

WRIT OF POSSESSION

SHERIFF RETURNS

NOW, JANUARY 29, 2001, AT 2:45 PM O'CLOCK SERVED WRIT OF POSSESSION ON CARRI D. LESKOVANSKY, WIFE OF CLIFFORD T. LESKOVANSKY, DEFENDANT, AT HER PLACE OF RESIDENCE, RR #2, BOX 33, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, 16858, BY HANDING TO CARRI D. LESKOVANSKY, WIFE OF CLIFFORD T. LESKOVANSKY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, JANUARY 29, 2001, AT 2:45 PM O'CLOCK SERVED WRIT OF POSSESSION ON CARRI D. LESKOVANSKY, DEFENDANT, AT HER PLACE OF RESIDENCE, RR #2, BOX 33, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, 16858, BY HANDING TO CARRI D. LESKOVANSKY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, FEBRUARY 5, 2001, ATTORNEY CALLED TO REQUEST THAT WE GO PAST THE RESIDENCE TO CHECK IF DEFENDANTS HAVE VACATED HOME. THEY WOULD LIKE TO SET UP A POSSESSION DATE.

NOW, FEBRUARY 8, 2001, RECEIVED PHONE CALL FROM THE ATTORNEY THAT WE ARE TO STOP EFFORTS AS UNIT IS VACANT AND PLAINTIFF HAS SECURED THE HOME. FAX TO FOLLOW.

NOW, FEBRUARY 9, 2001, RECEIVED A FAX THAT WE ARE TO STOP EFFORTS AS UNIT IS VACANT AND PLAINTIFF HAS SECURED THE HOME.

NOW, FEBRUARY 20, 2001, RETURN WRIT AS BEING SERVED, PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10618

GREENPOINT CREDIT, LLC

00-1441-CD

VS.

LESKOVANSKY, CLIFFORD T. AND CARRIE D.

WRIT OF POSSESSION

SHERIFF RETURNS

SHERIFF HAWKINS \$47.28

SURCHARGE \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

20th Day Of February 2001
William A. Shaw

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

So Answers,

Chester A. Hawkins
by Margaret H. Pratt
Chester A. Hawkins
Sheriff

FILED

FEB 20 2001

01:25:57 PM
William A. Shaw
Prothonotary *WAS*

ERIN P. DYER

Attorney at Law

2021 MURRAY AVENUE, SUITE B
PITTSBURGH, PENNSYLVANIA 15217

TELEPHONE: (412) 422-8975
FACSIMILE: (412) 422-9095

February 9, 2001

Via Telefax: 814-765-5915

Chester A. Hawkins
Sheriff of Clearfield County
Clearfield County Courthouse
230 E. Market St.
Clearfield, PA 16830

Attn: Peggy

Re: GreenPoint Credit, LLC v. Clifford T. Leskovansky and Carrie D. Leskovansky
Civil Division No. 00-1441-CD

Dear Sheriff:

In order to confirm our telephone conversation with your office February 8, 2001, please stop your efforts to deliver possession of the mobile home in the above-referenced matter and return the Writ of Possession to the Prothonotary's Office. Our client has advised us that the unit is vacant and has been secured by GreenPoint.

This arrangement was possible as a result of your office's efforts and we appreciate your help very much.

Thank you for your assistance. If you have any questions, please call.

Very truly yours,



Erin P. Dyer

EPD: acw

L:\GreenPoint\Leskovansky, Cliff & Carrie\CT SO Stop Action.wpd

COPY