

01-926-CD  
CONSECO FINANCE CONSUMER DISCOUNT -vs- WAYNE THOMAS BUCHMILLER  
COMPANY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Conseco Finance Consumer Discount  
Company, f/k/a Green Tree Consumer  
Discount Company,

CIVIL DIVISION

Plaintiff,

No. 01-926-CD

v.

Wayne Thomas Buchmiller,

Defendant.

Complaint in Civil Action  
In Mortgage Foreclosure

CERTIFICATE OF LOCATION

I hereby certify that the location of the  
real estate affected by this lien is:

RD2, Box 248  
Morrisdale, PA 16858

By :

  
Erin P. Dyer  
Attorney for Plaintiff

Filed on Behalf of the Plaintiff:  
Conseco Finance Consumer Discount  
Company, f/k/a Green Tree Consumer  
Discount Company

I HEREBY CERTIFY THAT THE  
address of the Plaintiff is:

Stonewood Commons III  
105 Bradford Road  
Suite 200  
Wexford, PA 15090

**FILED**

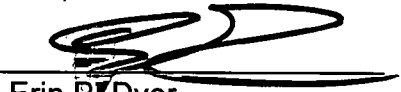
JUN 14 2001

William A. Shaw  
Prothonotary

And the Defendant is:

Wayne Thomas Buchmiller  
RD2 Box 248  
Morrisdale, PA 16858

By :

  
Erin P. Dyer  
Attorney for Plaintiff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company, f/k/a Green Tree	)	
Consumer Discount Company,	)	
	)	No.
Plaintiff,	)	
	)	
v.	)	Complaint in Civil Action
	)	In Mortgage Foreclosure
Wayne Thomas Buchmiller,	)	
	)	
Defendant.		

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.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company, f/k/a Green Tree	)	
Consumer Discount Company,	)	
	)	No.
Plaintiff,	)	
	)	
v.	)	Complaint in Civil Action
	)	In Mortgage Foreclosure
Wayne Thomas Buchmiller,	)	
	)	
Defendant.		

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the Plaintiff, Conseco Finance Consumer Discount Company, f/k/a Green Tree Consumer Discount Company, by and through its Attorney, Erin P. Dyer, and files this Complaint in Mortgage Foreclosure and in support thereof avers as follows:

1. Plaintiff, Conseco Finance Consumer Discount Company, f/k/a Green Tree Consumer Discount Company, ("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. The Defendant, Wayne Thomas Buchmiller, ("Defendant"), is an adult individual whose last known address is RD2 Box 248, Morrisdale, PA 16858.

3. On or about August 26, 1996, in consideration of a loan in the amount of \$55,363.00, the said Defendant executed and delivered a Universal Note (the "Note") payable to Conseco Finance Consumer Discount Company, f/k/a Green Tree Consumer Discount Company, (the "Mortgagee.") A copy the Note is attached hereto and marked Exhibit "A."

4. On August 26, 1996, contemporaneously with the execution of the Note and in order to secure payment of the same, Defendant executed and delivered to Mortgagee, a certain real estate mortgage (the "Mortgage") which is recorded in the Recorder of Deeds Office of this County in Mortgage Book Volume 1789, page 366, conveying to Mortgagee a first lien on the subject premises. A copy of the Mortgage is attached hereto and marked as Exhibit "B."

5. Defendant is the present owner of the property subject to the Mortgage.

6. Neither the Universal Note nor the Mortgage have been assigned.

7. The land subject to the Mortgage is: RD2, Box 248, Morrisdale, PA 16858, and is more particularly described in a deed which is recorded in the said Recorder of Deeds Office in Deed Book Volume 1773, Page 40.

8. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on February 1, 2001 and has continued in default since that date, despite demand being made for cure of the outstanding arrearages.

9. As of May 11, 2001, the Mortgage is currently in arrears in the amount of \$2,231.51.

10. The notice required by the Loan Interest and Protection Law, Act 6, 41 P.S. Section 403 *et seq.*, and the Homeowners' Emergency Mortgage Assistance Act, Act 91, 35 P.S. Section 1680.401c, *et seq.* was mailed to Defendant on March 12, 2001. A copy of the Notice is attached hereto and marked as Exhibit "C."

11. Defendant failed to meet with the mortgagee or an approved consumer credit counseling agency within the period specified.

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12. Conseco elects under the acceleration terms of the Mortgage instrument to declare the entire balance (interest, principal, costs, and attorneys' fees provided for under the terms of the Note) due and payable immediately.

13. The following amounts are due on the Mortgage:


Principal Balance	\$52,957.31
Interest thru June 6, 2001	\$2,174.49
Insurance	\$676.00
Late Charges	<u>\$19.29</u>
	\$55,827.09

Together with interest at the rate of 9.5% after May 11, 2001 and other charges, costs, and attorneys' fees to date of Sheriff's Sale.

14. No judgment has been entered upon said Mortgage in any jurisdiction.

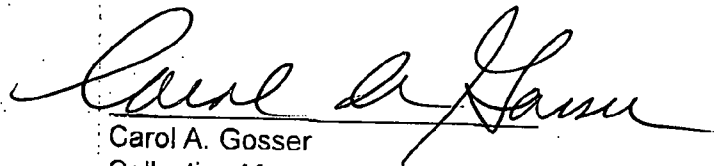
15. Defendant is not member of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

WHEREFORE, Plaintiff prays that this Honorable Court enter judgment in mortgage foreclosure against Defendant for the aforementioned total amount due of \$55,827.09 with interest at the rate of 9.5%, together with other charges, attorneys' fees and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

  
\_\_\_\_\_  
Erin P. Dyer, Esquire  
Attorney for Plaintiff  
PA ID Number: 52748  
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 are true and correct to the best of her knowledge, information and belief.

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

Carol A. Gosser  
Collection Manager  
Conseco Finance  
Consumer Discount Company

WAYNE THOMAS BUCHMILLER	GREEN TREE CONSUMER DISCOUNT CO.	DISBURSEMENT DATE: 8-29-96 ACCOUNT # 73421095
RD 3 BOX 248A MORRISDALE, PA 16858	105 BRADFORD RD. BLDG III, SUITE 200 WEXFORD, PA 15090	Loan Number _____ Date <u>8-26-96</u> Maturity Date <u>12-1-2026</u> Loan Amount \$ <u>53363.00</u> Renewal Of <u>NA</u>
<b>BORROWER'S NAME AND ADDRESS</b> "I" includes each borrower above, joint and severally.	<b>LENDER'S NAME AND ADDRESS</b> "You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of FIFTY FIVE THOUSAND THREE HUNDRED SIXTY THREE AND NO/100 DOLLARS Dollars \$ 53363.00

☐ **Single Advance:** I will receive all of this principal sum on \_\_\_\_\_. No additional advances are contemplated under this note.

☒ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On date of first advance I will receive the amount of \$ 10000 (land value and future principal advances) are contemplated.

**Conditions:** The conditions for future advances are 1st advance(adv): real property appraisal & legal permits; 2nd adv: land improvement invoices, lien waivers, customer advance authorization ("CAA"); 2nd or 3rd adv: home & setup & CAA; final adv: certificate of occupancy or inspection report & CAA.

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_.

☒ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from date of first advance at the rate of 9.50 % per year until the principal balance is fully paid.

☒ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be \_\_\_\_\_ the following index rate:

**Prepayment Refund:** I may prepay all or part of this note without penalty. If I prepay in full, you will refund part of the finance charge.

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as \_\_\_\_\_.

A change in the interest rate will take effect \_\_\_\_\_.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

**ACCRUAL METHOD:** Interest will be calculated on a simple interest basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to \_\_\_\_\_.

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of \$ 5.00 OR 2.00% OF THE PAYMENT, WHICHEVER IS LESS

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which \_\_\_\_\_ are \_\_\_\_\_ are not included in the principal amount above: \_\_\_\_\_

**PAYMENTS:** I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest during the construction period on a monthly basis on cumulative amounts advanced, and principal & interest monthly thereafter until the contract is fully paid.

☒ **Principal:** I agree to pay the principal in 360 monthly installments, beginning no later than 45 days after the completion of the construction funding period.

☒ **Installments:** I agree to pay this note in 360 payments. The first payment will be in the amount of \$ 465.52 (Principal & Interest) and will be due approximately 30 days from final disbursement. A payment of \$ 465.52 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due 360 months from last construction disbursement

**UNIVERSAL NOTE**

©1991 Barbers Systems, Inc., St. Cloud, MN Form CTH-UN-LAZ 4/18/98

= SEE & SIGN ON PAGE 2

CT-15-00-011 (4/96) (page 1 of 4)



**CREDIT INFORMATION:** I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

**PURPOSE:** The purpose of this loan is construction on  
land and home.

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3 and 4). I have received a copy on today's date.

Signature for Lender

Wayne T. Buchmiller  
WAYNE THOMAS BUCHMILLER

GREEN TREE CONSUMER DISCOUNT CO.  
Maurice Zyzanski

CLEARFIELD COUNTY  
 ENTERED OF RECORD 4-20-98  
 TIME 1:53pm  
 BY Stratford  
 FEES 14.00  
 Karen L. Starck, Recorder

THIS CERTIFICATE was recorded in the Recorder's Office of  
 CLEARFIELD COUNTY, Pennsylvania.



*Karen L. Starck*  
 Karen L. Starck  
 Recorder of Deeds

Commonwealth of Pennsylvania  
 GT-15-19-090 (9/94)

Space Above This Line For Recording Data

## OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is AUGUST 26, 1996  
 and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:** WAYNE THOMAS BUCHHILLER

RD 2 BOX 248A

MORRISDALE, PA 16858

..... If checked, refer to the attached Addendum Incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:** GREEN TREE CONSUMER DISCOUNT CO.

105 BRADFORD RD, BLDG III, SUITE 200  
 WEXFORD, PA 15090

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

All of the property located at RD 2 BOX 248A  
 in the City/Town/Village of MORRISDALE, County of CLEARFIELD  
 State of PA, in which the Borrower has an ownership, leasehold or other  
 legal interest. This property is more particularly described on the schedule titled  
 "Additional Property Description" which is attached hereto as Exhibit A,  
 together with a security interest in that certain 1997, 76 X 16  
NEW MOON mobile home, serial number STACE FUND.

The Borrower does hereby authorize the Lender or its assigns to obtain a  
 more detailed property description after the Borrower has signed the Mortgage,  
 and to attach Exhibit A after the Borrower has signed the Mortgage.

*\* Local description attached \* PART OF TAX 16-09-57*  
 The property is located in CLEARFIELD at RD 2 BOX 248A  
 (County) (Address)

MORRISDALE, Pennsylvania 16858  
 (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

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ALL that certain parcel or tract of land located and situate in the Village of Morrisdale, Graham Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin marking the southwest corner of the herein described lot, also being the southeast corner of lands, now or formerly, of John F. Conklin, Jr. (D.B. 1712, Page 256, Tax Parcel No. Q10-000-077); thence along said lands of Conklin, and also lands, now or formerly, of Lewis E. Bumbarger (D.B. 1190, Page 436, Tax Parcel No. Q10-000-004) N 03° 45' 00" W a distance of 252.00 feet to an iron pin marking the southwest corner of Lot No. 1 of the Mary Bumbarger Subdivision of which this description is a part; thence along said Lot No. 1 N 84° 38' 00" E a distance of 201.27 feet to an iron pin; thence along said Lot No. 1 N 00° 33' 05" E a distance of 312.74 feet to an iron pin on the southerly right of way line of State Route No. S. R. 2030; thence along said right of way line S 84° 30' 50" E a distance of 50.04 feet to an iron pin on said right of way line and also marking the northwest corner of Lot No. 3 of said Bumbarger Subdivision; thence along said Lot No. 3 S 00° 33' 05" W a distance of 303.26 feet to an iron pin marking the southwest corner of said Lot No. 3; thence along lands, now or formerly, of Frank W. Albert (D.B. 489, Page 559, Tax Parcel No. Q10-000-009) S 03° 45' 00" E a distance of 252.00 feet to an iron pin; thence along said lands of Albert S 84° 38' 00" W a distance of 251.40 feet to an iron pin and marking the place of beginning.

..... NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

..... Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]

..... Condominium Rider ..... Planned Unit Development Rider ..... Other .....

..... Additional Terms.

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

(Signature) Wayne Thomas Buchmiller (Date) 8-26-96

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Signature) [Signature] (Date) \_\_\_\_\_

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Witness) [Signature] (Date) 8-26-96

(Witness) \_\_\_\_\_

**ACKNOWLEDGMENT:**

COMMONWEALTH OF Penn. COUNTY OF Clearfield ) ss.

On this, the 26th day of AUGUST, 1996, before me  
(Individual) the undersigned officer, personally appeared WAYNE THOMAS BUCHMILLER, known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:

(Seal) Notarial Seal  
Cheryl Kay Caliani, Notary Public  
Hudson Twp., Clearfield County  
My Commission Expires March 29, 1998  
Member, Pennsylvania Association of Notaries

[Signature]  
\_\_\_\_\_  
Title of Officer

It is hereby certified that the address of the Lender within named is: \_\_\_\_\_  
P.O. BOX 1158, HENK FORD, PA 15090

Marci L. Zych  
\_\_\_\_\_  
MARCI L. ZYCH

Entered of \_\_\_\_\_ 9-20-96 1:52pm \_\_\_\_\_ Clerk, Recorder

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address, and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO FOR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PREDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**EXHIBIT "C"**

GENERAL ADMINISTRATION

HOMEOWNER'S NAME(S): Wayne Thomas Buchmiller  
PROPERTY ADDRESS: RD 2 Box 248A  
Morrisdale, PA 16858  
LOAN ACCT. NO.: 73421095-8  
ORIGINAL LENDER: Conseco  
CURRENT LENDER/SERVICER: Conseco

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH  
CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU  
MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE  
ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- \* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND  
YOUR CONTROL,
- \* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY  
YOUR MORTGAGE PAYMENTS, AND
- \* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY  
THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a  
temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice.  
During that time you must arrange and attend a "face-to-face" meeting with one of the consumer  
credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR  
WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY  
MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE  
PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT".  
EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the  
consumer credit counseling agencies listed at the end of this notice, the lender may NOT take  
action against you for thirty (30) days after the date of this meeting. The names, addresses, and  
telephone numbers of designated consumer credit counseling agencies for the county in which  
the property is located are set forth at the end of this Notice. It is only necessary to schedule one  
face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for  
the reasons set forth later in this Notice (see following pages for specific information about the  
nature of your default.) If you have tried and are unable to solve this problem with the lender,

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

## HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date.)

RD2 Box 248A Morrisdale, PA 16858

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

3/01 \$554.52

**TOTAL AMOUNT PAST DUE: \$1112.47**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

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**HOW TO CURE THE DEFAULT**--You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1328.54, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Conseco  
PO Box 1158  
Wexford, PA 15090

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

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**IF YOU DO NOT CURE THE DEFAULT**--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON**--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES**-- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other



charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately \_\_\_\_\_ months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER**

Name of Lender: Conseco Finance  
Address: PO Box 1158  
Wexford, PA 15090  
Phone Number: 1-800-245-1340  
Fax Number: (724)935-1324  
Contact Person: Carol Gosser

**EFFECT OF SHERIFF'S SALE**--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE**--You   X   may or        may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

\*TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\*TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTION ON YOUR BEHALF.

\*TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\*TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\*TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

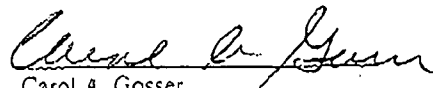
**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

(Include names and addresses of all Counseling Agencies listed for the county in which the property is located.)

Keystone Economic Development Corp.

Consumer Credit Counseling Service of Western PA, Inc.

Very truly yours,



Carol A. Gosser  
Collection Manager

FILED

JUN 14 2001  
3:44  
William A. Shaw  
Prothonotary

PD 880.00

2cc Sherry

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11115

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

01-926-CD

VS.

BUCHMILLER, WAYNE THOMAS

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 29, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WAYNE THOMAS BUCHMILLER, DEFENDANT BY CERT. MAIL # 7000 0600 0023 2701 1076 AT PO BOX 62, OATMAN, AZ. 84633 BEING HIS LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT. LETTER WAS SENT "ADDRESSEE ONLY".

Return Costs

Cost	Description
32.33	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**FILED**

JUL 06 2001  
10:26 pm  
William A. Shaw  
Prothonotary

Sworn to Before Me This

6th Day of July 2001  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
*by Mandy Harris*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Conseco Finance Consumer  
Discount Company, f/k/a Green  
Tree Consumer Discount  
Company,

Plaintiff,

v.

Wayne Thomas Buchmiller,

Defendant.

) CIVIL DIVISION

) No. 01-926-CD

) Writ of Execution

COPY

WRIT OF EXECUTION

To the Sheriff of Clearfield County:

To satisfy judgment, interest and costs in the above matter

You are directed to levy upon and sell the following described property:

All that certain property situated at RD#2, Box 248-A, Morrisdale, PA 16858, being more fully described in a Deed dated July 1, 1996 and recorded July 20, 1996 among the land records of the county and state set forth above, in Deed Book Volume 1773 at page 40. See attached Exhibit "A."

Amount Due: \$57,264.46

Interest through September 28, 2001 (based  
on 137 Days at 13.79% per diem)

1,889.23

Attorney Fees through September 28, 2001

2,000.00

Costs through August 28, 2001

165.00

Total:

\$61,318.69\*

Costs:

120.06

( \* Additional Costs and Interest to be added. )



Prothonotary/Clerk

Seal of the Court

By:

(Deputy)

Dated: 10/2/01



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company, f/k/a Green	)	
Tree Consumer Discount	)	No. 01-926-CD
Company,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Wayne Thomas Buchmiller,	)	
	)	
Defendant.		

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter judgment of default in favor of Plaintiff Conseco and against Defendant Wayne Thomas Buchmiller 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 June 29, 2001 and his answer was due to be filed on July 19, 2001.

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 July 23, 2001, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for \$55,827.09 plus interest at the rate of 9.5%, together with all other costs that being the relief demanded in the Complaint.

  
Erin P. Dyer  
Attorney for Conseco

Attachments: Ten Day Notice -- "Exhibit A"  
Affidavit of Non-Military Service

**FILED**

OCT 02 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Conseco Finance Consumer Discount  
Company, f/k/a Green Tree Consumer  
Discount Company,

Plaintiff,

v.

Wayne Thomas Buchmiller,

Defendants.

) CIVIL DIVISION

) No. 01-926-CD

**Via Certified Mail # 13 3592 0338  
and Certificate of Mailing**

Wayne Thomas Buchmiller  
P.O. Box 62  
Oatman, AZ 86433

Date of Notice: July 23, 2001

**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  
230 E. Market St.  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982



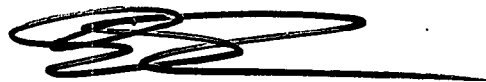
Erin P. Dyer, Esquire  
Attorney for Plaintiff  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company, f/k/a Green	)	
Tree Consumer Discount	)	No. 01-926-CD
Company,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Wayne Thomas Buchmiller,	)	
	)	
Defendant.	)	

AFFIDAVIT OF LAST KNOWN ADDRESS AND NON-MILITARY SERVICE

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 last known place of residence is P.O. Box 62, Oatman, AZ 86433, 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  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Conseco Finance Consumer	)	CIVIL DIVISION
Discount Company, f/k/a Green	)	
Tree Consumer Discount	)	No.
Company,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Wayne Thomas Buchmiller,	)	
	)	
Defendant.		

AFFIDAVIT OF ACT 91 COMPLIANCE

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 Notice required by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §1680.401c, *et seq.*), was mailed to Defendant at his last known address on March 12, 2001. 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  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

COPY

Conseco Finance Consumer  
Discount Company, f/k/a Green  
Tree Consumer Discount  
Company,

Plaintiff,

v.

Wayne Thomas Buchmiller,

Defendant.

) CIVIL DIVISION

) No. 01-926-CD

Wayne Thomas Buchmiller  
P.O. Box 62  
Oatman, AZ 86433

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.

Dated: Oct. 2, 2001

  
\_\_\_\_\_  
Prothonotary

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

COPY

Conseco Finance Consumer Discount Company  
Plaintiff(s)

No.: 2001-00926-CD

Real Debt: \$55,827.09

Atty's Comm:

Vs.

Costs: \$

Int. From:

Wayne Thomas Buchmiller  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 2, 2001

Expires: October 2, 2006

Certified from the record this 2nd of October, 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

FILED

OCT 02 2001

11/13/01  
William A. Shaw  
Prothonotary

pd \$2000

*See* *Exhibit to D3*  
*Statement to city*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA

Conseco Finance Consumer  
Discount Company, f/k/a Green Tree  
Consumer Discount Company

Plaintiff,

v.

Wayne Thomas Buchmiller,

Defendant.

Civil Division Number:

Mortgage Foreclosure

01-926-CD

AFFIDAVIT OF SERVICE ON LIENHOLDERS

Commonwealth of Pennsylvania )

County of Clearfield )

ERIN P. DYER, Attorney, being duly sworn according to law, does hereby state that he is a person of such age and discretion as to be competent to serve papers; that on November 19, 2001 he served a Notice of Sheriff's Sale of Real Estate pursuant to Pennsylvania Rules of Civil Procedure 3129.2, *inter alia*, describing the property to be sold, its location, the improvements, if any, the judgment of the court on which the sale is being held, the name of the owner, and the time and place of sale by placing same in a postage paid envelope first class mail, addressed to the persons who are hereinafter named, who are or may be Lienholders on the real estate subject to sale, at the place and addresses stated in Exhibit "A", by delivering or causing to be delivered said envelopes and contents to a Post Office Employee at a United States Post Office at Pittsburgh, Allegheny County, Pennsylvania, mailing via Certified Mail for each Notice and obtaining the receipt for each. True and correct copies of the of U.S. Postal Service Certified Mail Receipts are attached hereto, marked Exhibit "B" and incorporated herein by reference thereto.

Respectfully submitted,



Erin P. Dyer  
Attorney for Conseco

**FILED**

EPD:cao  
Enclosures

NOV 26 2001

m/201/KC Sherry  
William A. Shaw  
Prothonotary  
E  
401

## **LIENHOLDERS ADDRESSES**

Assessment Office  
Attn: Mary Ann Wesdock  
230 East Market Street  
Morristown, PA 16858

Graham Township Tax Office  
Attn: Shirley Kay Folmar  
RR2, Box 228  
Morrisdale, PA 16858

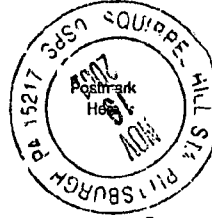
West Branch Area School District  
Attn: Thomas Giles  
RR2, Box 194  
Morrisdale, PA 16858

**EXHIBIT "A"**

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$ .57
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.17</b>



**Sent To** West Branch Area School Dist

**Street, Apt. No. or PO Box No.** Rte 2, Box 184

**City, State, ZIP+4** Martinsburg PA 26055

PS Form 3800, January 2001 See Reverse for Instructions

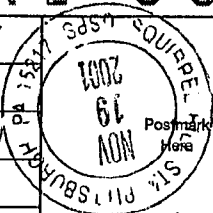
7001 1940 0006 1459 4128

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

7001 1740 0006 1459 4142

Postage	\$ .57
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.17</b>



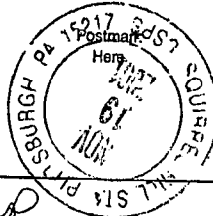
Sent To	Assessment Office
Street, Apt. No., or PO Box No.	230 E. Market St.
City, State, ZIP	St. Louis, MO 63101



U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$ 37
Certified Fee	8.10
Return Receipt Fee (Endorsement Required)	1.50
Ristricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17



Sent to: Adam Chursky  
Street, Apt. No.,  
or P.O. Box No. Box 228  
City, State, ZIP Pittsburgh, PA 15258

PS Form 3800, January 2001 See Reverse for Instructions

7001 1940 0006 1459 4135