

01-961-CD
CONSECO FINANCE CONSUMER DISCOUNT -vs- CHRISTOPHER T. LEIGEY et al
COMPANY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11124

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

01-961-CD

VS.

LEIGEY, CHRISTOPHER T. & WINDY LEIGEY a/k/a

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 20, 2001 AT 10:00 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTOPHER T. LEIGEY, DEFENDANT AT RESIDENCE, 1902 DOREY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MELANIE SIPE, GIRLFRIEND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

NOW JULY 02, 2001 AT 9:00 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WINDY LEIGEY A/K/A WINDY RHODES, DEFENDANT AT RESIDENCE, 313 WEAVER ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WINDY LEIGEY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
28.00	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

JUL 05 2001

07:29 pm

William A. Shaw

*E
KRS*

Prothonotary

Sworn to Before Me This

5th Day Of July 2001

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

So Answers,

*Chester A. Hawkins
by Marilyn Harris*

**Chester A. Hawkins
Sheriff**

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. 01-961-CD
Company,)
Plaintiff,)
v.)
Christopher T. Leigey and Windy)
Leigey, a/k/a Windy Rhodes,

Defendants.

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter judgment of default in favor of Plaintiff Conseco and against Defendants Christopher T. Leigey and Windy Leigey, a/k/a Windy Rhodes 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. Defendant Christopher Leigey was served with the Complaint on June 20, 2001, and Windy Leigey was served on July 2, 2001. Their answers were due to be filed on July 10, 2001 and July 23, 2001, respectively.

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 July 11, 2001 and July 27, 2001 respectively, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for \$66,648.02 plus interest at the rate of 9.48%, together with all other costs that being the relief demanded in the Complaint.


Erin P. Dyer
Attorney for Conseco

FILED

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

AUG 20 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Conseco Finance Consumer Discount) CIVIL DIVISION
Company, f/k/a Green Tree Consumer)
Discount Company,) No. 01-961-CD
Plaintiff,)
V.)
Christopher T. Leigey and Windy)
Leigey, a/k/a Windy Rhodes,)
Defendants.

**Via Certified Mail # 05 1386 4481
and Certificate of Mailing**

Windy Leigey, a/k/a Windy Rhodes
313 Weaver Street
Clearfield, PA 16830

Date of Notice: July 27, 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 Discount) CIVIL DIVISION
Company, f/k/a Green Tree Consumer)
Discount Company,) No. 01-961-CD
)
Plaintiff,)
) Mortgage Foreclosure
V.)
)
Christopher T. Leigey and Windy)
Leigey, a/k/a Windy Rhodes,)
Defendants.

**Via Certified Mail # 13 5594 3225 and
Certificate of Mailing**

Christopher T. Leigey
1902 Dorey Street
Clearfield, PA 16830

Date of Notice: July 11, 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:

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(814) 765-2641, Ext. 5982



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

FILE

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. 01-961-CD
Company,)
Plaintiff,)
v.)
)

Christopher T. Leigey and Windy
Leigey, a/k/a Windy Rhodes,

Defendants.

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 Defendants' last known place of residence is 1902 Dorey Street, Clearfield, PA 16830, and 313 Weaver Street, Clearfield, PA 16830, 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 Conseco
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

FILED

Aug 20 2001
M 12:04 PM
AUG 20 2001

20.00
William A. Shaw
Prothonotary
Notice to Defendants
Statement to the
Court
2 cc Shaff

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Conseco Finance Consumer Discount Company

Vs.

No. 2001-00961-CD

Christopher T. Leigey
Windy Leigey

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$66,648.02 on the August 20, 2001.

William A. Shaw
Prothonotary

William A. Shaw

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Conseco Finance Consumer Discount Company

Vs.

No. 2001-00961-CD

Christopher T. Leigey
Windy Leigey

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$66,648.02 on the August 20, 2001.

William A. Shaw
Prothonotary

William A. Shaw

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

COPY

Conseco Finance Consumer Discount Company
Plaintiff(s)

No.: 2001-00961-CD

Real Debt: \$66,648.02

Atty's Comm:

Vs.

Costs: \$

Int. From:

Christopher T. Leigey
Windy Leigey
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 20, 2001

Expires: August 20, 2006

Certified from the record this 20th day of August, 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

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

CIVIL DIVISION

Plaintiff,
v.

No. 01-961-CO

Christopher T. Leigey and Windy
Leigey, a/k/a Windy Rhodes,

Defendants.

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:

705 Milford Street
Clearfield, PA 16830

By: 

Erin P. Dyer
Attorney for Plaintiff

I HEREBY CERTIFY THAT THE
address of the Plaintiff is:

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

And the Defendants are:

Christopher T. Leigey
1902 Dorey Street
Clearfield, PA 16830
and
Windy Leigey, a/k/a Windy Rhodes
313 Weaver Street
Clearfield, PA 16830

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

FILED

JUN 18 2001

William A. Shaw
Prothonotary

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,)
Plaintiff,) No.
v.)
Christopher T. Leigey and Windy) Complaint in Civil Action
Leigey, a/k/a Windy Rhodes,) In Mortgage Foreclosure
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.

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,)
Plaintiff,) No.
v.)
Christopher T. Leigey and Windy) Complaint in Civil Action
Leigey, a/k/a Windy Rhodes,) In Mortgage Foreclosure
Defendants.

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 Defendants, Christopher T. Leigey and Windy Leigey, a/k/a Windy Rhodes, ("Defendants"), are adult individuals whose last known addresses are 1902 Dorey Street, Clearfield, PA 16830, and 313 Weaver Street, Clearfield, PA 16830, respectively.
3. On or about July 10, 1997, in consideration of a loan in the amount of \$61,664.25, the said Defendants executed and delivered a Universal Note (the "Note") payable to Green Tree Consumer Discount Company, (the "Mortgagee.") A copy of the Note is attached hereto and marked Exhibit "A." Thereafter, Green Tree merged with Conseco Finance. Conseco was the surviving entity.

4. On July 10, 1997, contemporaneously with the execution of the Note and in order to secure payment of the same, Defendants 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 1858, page 258, conveying to Mortgagee a first lien on the subject premises. A copy of the Mortgage is attached hereto and marked as Exhibit "B."

5. Defendants are the present owners 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: 705 Milford Street, Clearfield, PA 16830, and is more particularly described in a Deed which is recorded in the said Recorder of Deeds Office in Deed Book 1858 Volume Page 254.

8. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on January 15, 2001, and have continued in default since that date, despite demand being made for cure of the outstanding arrearages.

9. As of May 31, 2001, the Mortgage is currently in arrears in the amount of \$2,855.70.

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 Defendants on April 2, 2001. A copy of the Notice is attached hereto and marked as Exhibit "C."

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

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:	\$61,808.25
Accrued Interest through May 31, 2001:	4,285.27
Insurance:	524.50
Late Charges	<u>30.00</u>
 Total:	 <u>\$66,648.02</u>

Together with interest at the rate of 9.48% after May 31, 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. Defendants are not members 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 Defendants for the aforementioned total amount due of \$66,648.02 with interest at the rate of 9.48%, 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 Complaint are true and correct to the best of his knowledge, information and belief.



Carol A. Gosser
Carol A. Gosser
Collection Manager
Conseco Finance Consumer
Discount Company

CHRISTOPHER T. LEIGEY WINDY RHODES 705 MILFORD STREET CLEARFIELD, PA 16830	GREEN TREE CONSUMER DISCOUNT CO. 105 BRADFORD RD, BLDG III, SUITE 200 WEXFORD, PA 15090	DISBURSEMENT DATE: 7-10-97 ACCOUNT # 73422764 Loan Number _____ Date 7-10-97 Maturity Date 10-10-2027 Loan Amount \$ 62897.53 Renewal Of NA
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, joint and severally.		LENDER'S NAME AND ADDRESS "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 SIXTY TWO THOUSAND EIGHT HUNDRED NINETY SEVEN AND 53/100 DOLLARS Dollars \$ 62897.53

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 \$ 20000 (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 9.25 % per year until the principal balance is fully paid.

N/Variable Rate: This rate may then change as stated below.

Index Rate: The future rate will be _____ the following index rate: _____

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.

ACCRAUL 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 \$ 517.44 (Principal & Interest) and will be due approximately 30 days from final disbursement.

A payment of \$ 517.44 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 Bankers Systems, Inc., St. Cloud, MN Form GTH-U.

IN PAGE 2

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

EXHIBIT "A"

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 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 mail, 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.

Signature for Lender

GREEN TREE CONSUMER DISCOUNT CO.

Mark Zysman

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.

Christopher T. Leigey
CHRISTOPHER T. LEIGEY

Windy Rhodes
WINDY RHODES

LENDER'S NAME AND ADDRESS GREEN TREE CONSUMER DISCOUNT CO. 105 BRADFORD RD, BLDG III, SUITE 200. WEXFORD, PA 15090	BORROWER'S NAME AND ADDRESS CHRISTOPHER T. LEIGEY WENDY RHODES 705 MILFORD STREET CLEARFIELD, PA 16830	DISBURSEMENT DATE: 7-10-97 ACCOUNT # 73422764 Loan Number _____ Date 7-10-97 Mat. Date 10-10-2027 Loan Amount \$ 62897.53
---	--	--

TRUTH-IN-LENDING DISCLOSURES
"I" MEANS THE BORROWER AND "YOU" MEANS THE LENDER

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 9.48 %	FINANCE CHARGE The dollar amount the credit will cost me. \$ 123341.41 e	AMOUNT FINANCED The amount of credit provided to me or on my behalf. \$ 61664.35	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. \$ 187005.66 e	I have the right to receive at this time an itemization of the Amount Financed I _____ do _____ do not want an itemization.
---	--	--	---	--

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
3 e 360	242.42 e 517.44	MONTHLY BEGINNING 30 DAYS FROM DATE OF FIRST DISBURSEMENT e APPROXIMATELY 30 DAYS FROM FINAL DISBURSEMENT e

N/A **Demand:** This loan has a demand feature.

— This loan is payable on demand and all disclosures are based on an assumed maturity of one year.

N/A **Variable Rate:** (check one below)

— My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

— The annual percentage rate may increase during the term of this transaction if THIS IS NOT A VARIABLE RATE LOAN

Any increase will take the form of _____.

If the rate increases by _____ % in _____, the _____ will increase to _____. The rate may not increase more often than once _____, and may not increase more than _____ % each _____. The rate will not go above _____ %.

Security: I am giving a security interest in: X (brief description of other property) **Filing/Recording Fees:** \$ 35.00
 the goods or property being purchased. 705 MILFORD STREET, CLEARFIELD, PA 16830

— collateral securing other loans with you may also secure this loan.

— my deposit accounts and other rights I may have to the payment of money from you.

Required Deposit: The annual percentage rate does not take into account my required deposit.

Late Charge: If a payment is late I will be charged \$ 5.00 OR 2.00% OF THE PAYMENT, WHICHEVER IS LESS IF

Prepayment: If I pay off this loan early, I _____ may X will not have to pay a penalty. PAYMENT IS MORE THAN 15 DAYS LATE

Assumption: Someone buying my house X may, subject to conditions, be allowed to _____. I cannot assume the remainder of the mortgage on the original terms.

I can see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

"e" means an estimate.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life	.00	000
Credit Disability	.00	000
Joint Credit Life	.00	000
	.00	000

I do do not want credit life insurance.
X N/A

I do do not want credit disability insurance.
X N/A

I do do not want joint credit life insurance.
X N/A XX

I do do not want _____ insurance.
X N/A

N/A Group credit life / accident / health coverage is applicable.

NOTICE OF PROPOSED INSURANCE

I take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this contract if so marked on this disclosure and each type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to me a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

Name of Insurer: _____

Amount of Credit Insurance: \$ _____
decreasing term

BY SIGNING BELOW - I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE ON THE DATE INDICATED ON PAGE 1.

X Christopher T. Leigey
CHRISTOPHER T. LEIGEY

X _____

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay

\$ 697.00 for 01 years of cover

FLOOD INSURANCE - Flood insurance is is required. I may obtain flood insurance from anyone I want is acceptable to you. If I get the insurance from or through

I will pay \$ B/A
for N/A of cover

ITEMIZATION OF AMOUNT FINANCED

Amount given to me directly	\$.00
Amount paid on my (loan) account	\$.00
Unpaid Balance	\$ 59223.00

AMOUNTS PAID TO OTHERS ON MY BEHALF:

Insurance Companies	\$ 620.75
Public Officials	\$ 35.00
Title Transfer Fee	\$ 27.50
Appraisal Fee	\$ 290.00
Title Report Fee	\$.00
Flood Verification Fee	\$.00
STRATFORD SETTLEMENT	\$ 325.00
Survey Fee	\$ 525.00
Other Inspection Fee	\$ 121.00
To Green Tree for Points	\$ 1233.28
To Green Tree for Hazard Ins.	\$ 497.00
Credit Life/Warranty Insurance	\$.00
	\$.00
SUBTOTAL	\$ 62897.53

(less) PREPAID FINANCE CHARGE(S) \$ 1233.28
Discount Points/Flood Verif/Brokers Fees \$ 61664.25

Amount Financed \$ 61664.25

(Add all items financed and subtract prepaid finance charges.)

X Windy Rhodes
WINDY RHODES

X _____

VOL 1858 PAGE 258

734 22764

Mail To: STRATFORD SETTLEMENTS
8001 ROWAN ROAD, SUITE 203
CRANBERRY TWP., 16068

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 2:44 PM 7-18-97

BY Stratford Settlement 21:50

FEES

Karen L. Starck, Recorder

Parcel #5 04, 2-K08 - 229 - 00020
04 - K08 - 229 - 020. 1

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

GT-1S-39-090 (9/94)

OPEN-END MORTGAGE

This Mortgage secures future advances

JULY 10, 1997

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

MORTGAGOR: CHRISTOPHER T. LEIGEY
WINDY RHODES
705 MILFORD STREET

CLEARFIELD, PA 16830

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 705 MILFORD STREET

in the City/Town/Village of CLEARFIELD, 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 1998, 48 X 28
OAK MANOR mobile home, serial number STAGE 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.

The property is located in CLEARFIELD at

705 MILFORD STREET CLEARFIELD Pennsylvania 16830
(Address) (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").

PENNSYLVANIA - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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GT-1S-39-090 (9/94) (page 1 of 6)

EXHIBIT "B"

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, Mortagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Christopher T. Lesley 7-10-97
(Signature) CHRISTOPHER T. LESLEY (Date)

Melody J. Endress 7-10-97
(Signature) WINDY RODES (Date)

.....
(Signature) (Date)

.....
(Signature) (Date)

Cindy K. Mighell
(Witness)

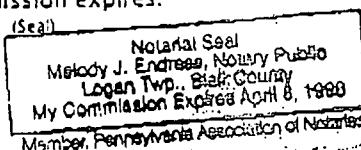
Cindy K. Mighell
(Witness)

ACKNOWLEDGMENT:

COMMONWEALTH OF Pennsylvania, COUNTY OF Blair, ss.
(Individual) On this, the 10TH day of JULY 1997, before me Melody J. Endress,
the undersigned officer, personally appeared
CHRISTOPHER T. LESLEY WINDY RODES 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:



Melody J. Endress

Title of Officer

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

Marci L. Zyke
MARCI L. ZYKE

Christopher Leigey

209 56 0623

734 22764

APPENDIX A

Date: 4-2-01

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE***

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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

EXHIBIT "C"

GENERAL ADMINISTRATION

HOMEOWNER'S NAME(S): Christopher Leigey

PROPERTY ADDRESS: 705 Milford St

Clearfield, PA 16830

LOAN ACCT. NO.: 73422764

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,

nature of your default.) If you have tried and are unable to solve this problem with the lender,

you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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.

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at:
705 Milford St Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

1/01 \$549.14
2/01 \$569.14
3/01 \$569.14

Other charges (explain/itemize): \$20.00 Late Charges

TOTAL AMOUNT PAST DUE: \$1707.42

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

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 \$1707.42, 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)

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 30 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: Dave Grundy

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 (CHECK ONE) 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.)

Very truly yours,



Carol A. Gosser
Collection Manager

APPENDIX A

Date: 4-2-01

**ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE***

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GENERAL ADMINISTRATION

HOMEOWNER'S NAME(S): Windy Leigey

PROPERTY ADDRESS: 705 Milford St
Clearfield, PA 16830

LOAN ACCT. NO.: 73422764

ORIGINAL LENDER: Conseco

CURRENT LENDER/SERVICER: Conseco

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Conseco
PO Box 1158
Wexford, PA 15090

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Address: PO Box 1158
Wexford, PA 15090
Phone Number: 1-800-245-1340
Fax Number: (724)933-1324
Contact Person: Dave Grundy

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*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.)

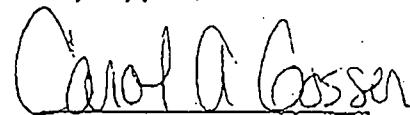
*TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

*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.)

Very truly yours,


Carol A. Gosser
Collection Manager

GREEN TREE

PROPERTY LOCATOR

Name of Borrower CHRISTOPHER T. LEIGEY WINDY RHODES

WINDY RHODES

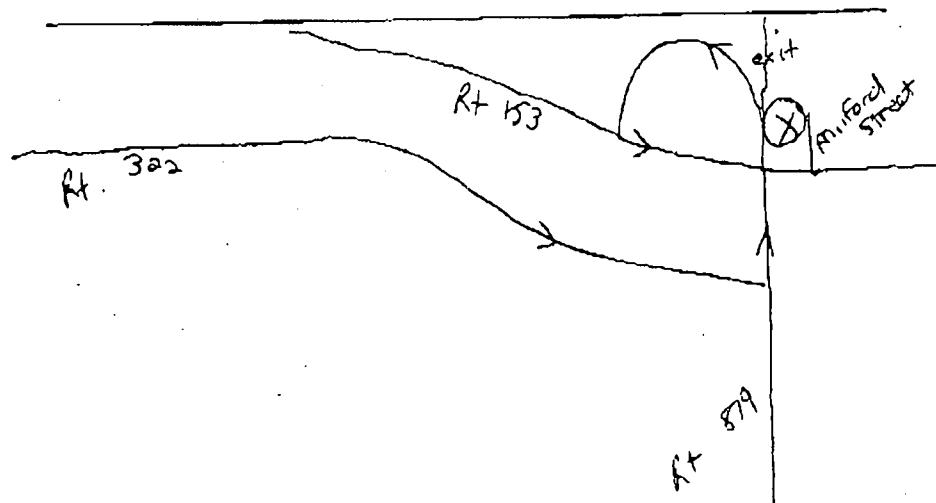
Exact Mailing Address _____

Property Address 705 MILFORD STREET

CLEARFIELD, PA 16830

LOCATION: Directions must start from a known specific point so that field inspectors may proceed directly to the mobile home.

Rt 322 to 879 to 1st left from exit. Follow to stop sign. (It is 1st exit) Turn left onto Rt 158. Follow to 1st left turn onto Milford St. 1st site on left. (Just under 879 overpass)



In space above draw a sketch using Highway and Road numbers, names and other landmarks or points of location indicating exactly how to find this property.

FILED

JUN 18 2001

Wm A. Shaw
William A. Shaw
Prothonotary
pd \$80.00

cc Sherry

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. 01-961-CD
Company,)
Plaintiff,)
v.)
Christopher T. Leigey and Windy)
Leigey, a/k/a Windy Rhodes,)
Defendants.

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue Writ of Execution in the above matter as follows:

Amount Due:	\$61,808.25
Interest through August 17, 2001	5,506.90
Attorney Fees through August 17, 2001	2,000.00
Insurance	1,224.50
Costs through August 17, 2001	45.00
Total	<u>\$70,584.65*</u>

(* Additional Costs and Interest to be added.)

Dated: August 17, 2001


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

FILED

AUG 20 2001

William A. Shaw
Prothonotary

FILED Aug 27 2000
10:04 AM
AUG 27 2000 3cc Sheriff

William A. Sherrill to
Prothonotary
+ Zebra

COPY

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. 01-961-CD
Company,)
Plaintiff,) Writ of Execution
v.)
Christopher T. Leigey and Windy)
Leigey, a/k/a Windy Rhodes,)
Defendants.

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 705 Milford Street, Clearfield, PA 16830, being more fully described in a Deed dated July 10, 1997 and recorded July 18, 1997 among the land records of the county and state set forth above, in Deed Book Volume 1858 at Page 254. See attached Exhibit "A."

Amount Due:	\$61,808.25
Interest through August 17, 2001	5,506.90
Attorney Fees through August 17, 2001	2,000.00
Insurance	<u>1,224.50</u>
Costs through August 17, 2001	<u>45.00</u>
Total	<u>\$70,584.65*</u>

(* Additional Costs and Interest to be added.)

Prothonotary Costs 120.00

Prothonotary/Clerk

Seal of the Court

By: _____
(Deputy)

COPY

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. 01-961-CD
Company,)	
)	
Plaintiff,)	
)	
V.)	
)	
Christopher T. Leigey and Windy)	
Leigey, a/k/a Windy Rhodes,)	

Defendants.

LONG PROPERTY DESCRIPTION

ALL those four lots or parcels of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

The first thereof; beginning at a point on Milford Street and line of Lot No. 60; thence East along line of Lot No. 60 a distance of 130 feet to a point on an alley; thence along said alley South parallel to Milford Street a distance of 25 feet to line of Lot No. 62; thence West along line of Lot No. 62 and parallel to line of Lot No. 60 a distance of 130 feet to Milford Street; thence along Milford Street North and parallel to alley a distance of 25 feet to point and place of beginning, being Lot No. 61.

The second thereof; beginning at a point on Milford Street and line of Lot No. 61; thence East along line of Lot No. 61 a distance of 130 feet to a point of an alley; thence along said alley South parallel to Milford Street a distance of 25 feet to line of Lot No. 63; thence West along line of Lot No. 63; thence West along line of Lot No. 63 and parallel to line of Lot No. 61 a distance of 130 feet to Milford Street; thence along Milford Street North and parallel to alley a distance of 25 feet to point and place of beginning, being Lot No. 62.

The third thereof; beginning at a point on Milford Street and line of Lot No. 62; thence East along line of Lot No. 62 a distance of 130 feet to a point an alley; thence South along alley and parallel to Milford Street a distance of 25 feet to line of Lot No. 64; thence West along line of Lot No. 64 and parallel to line of Lot No. 62 a distance of 130 feet to Milford Street; thence along line of Milford Street and Parallel to alley, North a distance of 25 feet to point and place of beginning, being Lot No. 63.

The fourth thereof; bounded on the North by a street; on the East by Lot No. 59; on the South by an alley and on the West by Lot No. 62, being twenty-five (25) feet front on said street and extending in depth one hundred and thirty (130) feet to the alley, being Lot No. 60 in Snyder Terrace.

The above four Lots are known as Lots Nos. 60, 61, 62 and 63 in the plot of plan of Snyder Terrace of the Borough of Clearfield, formerly Lawrence Township, as recorded in miscellaneous Book X, Page 111 in the Office of the Recorder of Deeds in and for Clearfield County

Tax Map Number: 4.2-K08-229-00020 & 4.2-K08-229-020.1



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

COPY

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. 01-961-CD
Company,)
Plaintiff,)
v.)
Christopher T. Leigey and Windy)
Leigey, a/k/a Windy Rhodes,

Defendants.

SHORT PROPERTY DESCRIPTION

ALL that certain piece or parcel of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, with a physical address of 705 Milford Street, Clearfield, PA 16830

Tax Map Number: 4.2-K08-229-00020 & 4.2-K08-229-020.1



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) CIVIL DIVISION
Discount Company, f/k/a Green)
Tree Consumer Discount) No. 01-961-CD
Company,)
)

Plaintiff,)
)
v.)
)

Christopher T. Leigey and Windy
Leigey, a/k/a Windy Rhodes,

Defendants.

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 Defendants at their last known address on April 2, 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, PENNSYLVANIA

Conseco Finance Consumer)	
Discount Company, f/k/a Green Tree)	Civil Division Number:
Consumer Discount Company)	01-961-CD
)	
Plaintiff,)	Mortgage Foreclosure
)	
v.)	
Christopher T. Leigey and Windy)	
Leigey, a/k/a Windy Rhodes,)	
)	
Defendant.)	

FILED

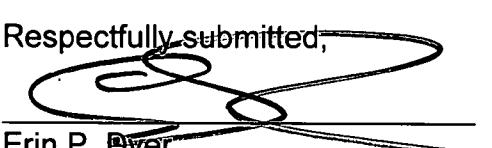
AFFIDAVIT OF SERVICE ON LIENHOLDERS

09/27/2001

Commonwealth of Pennsylvania)	William A. Shaw
)	Prothonotary
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 September 27, 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

EPD:cao
Enclosures

LIENHOLDERS ADDRESSES FOR LEIGEY/RHODES

Beneficial Consumer Discount Company
Attention: Manager
90 Beaver Avenue
DuBois, PA 15801

Beneficial Consumer Discount Company
Attention: Legal Department
961 Weigel Drive
Elmhurst, IL 60126

County Tax Office
Attn: Mr. Chris Crado
930 East Market Street
Clearfield, PA 16830

Borough of Clearfield
c/o Mr. Chris Crado
138 West Market Street
Clearfield, PA 16830

Clearfield Area School District
Attn: Mr. Chris Crado
P.O. Box 710
Clearfield, PA 16830

FILED

OCT 01 2001

William A. Shaw
Prothonotary
ccatty

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. 01-961-CD
Company,)
Plaintiff,) Writ of Execution
v.)
Christopher T. Leigey and Windy)
Leigey, a/k/a Windy Rhodes,)
Defendants.

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 705 Milford Street, Clearfield, PA 16830, being more fully described in a Deed dated July 10, 1997 and recorded July 18, 1997 among the land records of the county and state set forth above, in Deed Book Volume 1858 at Page 254. See attached Exhibit "A."

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Insurance	1,224.50
Costs through August 17, 2001	45.00
Total	<u>\$70,584.65*</u>

(* Additional Costs and Interest to be added.)

Prothonotary costs 120.00

Prothonotary/Clerk

RECEIVED AUG 20 2001

② 3:26 PM

Chester A. Watkins
by Margaret H. Pitt

By:

(Deputy)

Seal of the Court



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11432

CONSECO FINANCE CONSUMER DISCOUNT CO ET AL

01-961-CD

VS.

LEIGEY, CHRISTOPHER T.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 26, 2001, AT 9:32 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS.

NOW, SEPTEMBER 26, 2001, AT 9:34 AM O'CLOCK PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, NOVEMBER 2, 2001, AT 10:00 AM O'CLOCK.

NOW, SEPTEMBER 27, 2001, AT 2:50 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON WINDY LEIGEY, DEFENDANT, AT HER PLACE OF RESIDENCE, 313 WEAVER STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WINDY LEIGEY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, OCTOBER 01, 2001, AT 2:30 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON CHRISTOPHER T. LEIGEY, DEFENDANT, AT HIS PLACE OF RESIDENCE, 1902 DOREY STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO CHRISTOPHER T. LEIGEY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 2, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE (\$1.00) DOLLAR PLUS COSTS. SENT BILL TO ATTORNEY THIS DATE.

NOW, NOVEMBER 21, 2001, RECEIVED ATTORNEY CHECK #3538 IN THE AMOUNT OF TEN THOUSAND FOUR HUNDRED SEVENTY-TWO DOLLARS AND EIGHTY-EIGHT CENTS (\$10,472.88) FOR COSTS DUE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11432

CONSECO FINANCE CONSUMER DISCOUNT CO ET AL

01-961-CD

VS.

LEIGEY, CHRISTOPHER T.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 27, 2001, RETURN WRIT AS SALE BEING HELD WITH PLAINTIFF PURCHASING THE PROPERTY FOR ONE (\$1.00) DOLLAR PLUS COSTS. PAID COSTS FROM ADVANCE WITH PLAINTIFF'S ATTORNEY PAYING REMAINING COSTS, DEED WAS FILED THIS DATE.

**SHERIFF HAWKINS \$288.08
SURCHARGE \$ 40.00
PAID BY ATTORNEY**

FILED

NOV 20 2001

01400ncc

**William A. Shaw
Prothonotary**

KAH

Sworn to Before Me This

26th Day Of November 2001
William A. Shaw

So Answers,

Chester A. Hawkins
by *Maryann H. Pitt*
Chester A. Hawkins
Sheriff

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

3538


ERIN P. DYER, ESQ - EXPENSE ACCOUNT
2021 MURRAY AVENUE SUITE B
PITTSBURGH, PA 15217

PNC BANK, N.A.
PITTSBURGH, PA
8-9/430

11/15/2001

Details on Back



Security Features Included

TO THE Clearfield County Sheriff's Office \$ **10,472.88

Ten Thousand Four Hundred Seventy-Two and 88/100***** DOLLARS

Clearfield County Sheriff's Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830



AUTHORIZED SIGNATURE

MP

MO CF Leigey-Rhodes/Fees Re: SS

11003538 104300096 1011260523

COPY

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

NOW, NOVEMBER 5, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 2nd day of NOVEMBER 2001, I exposed the within described real estate of CHRISTOPHER T. LEIGEY AND WINDY LEIGEY, a/k/a WINDY RHODES

to public venue or outcry at which time and place I sold the same to CONSECO FINANCE CONSUMER DISCOUNT COMPANY, f/k/a GREEN TREE CONSUMER DISCOUNT COMPANY he/she being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		2.00
LEVY		15.00
MILEAGE		2.00
POSTING		15.00

CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	45.00
ADD'L MILEAGE	4.00
ADD'L LEVY	45.00
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES / BILLING	15.00
BILLING - PHONE - FAX	
TOTAL SHERIFF COSTS	\$ 288.08

DEED COSTS:

REGISTER & RECORDER	\$	16.50
ACKNOWLEDGEMENT	***	5.00
TRANSFER TAX 2%	---	
TOTAL DEED COSTS		\$ 21.50

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 61,808.25
INTEREST through 8-17-01	5,506.90
TOTAL DEBT & INTEREST	\$ 67,315.15

COSTS:

ATTORNEY FEES	2,000.00
PROTH. SATISFACTION	
ADVERTISING	181.05
LATE CHARGES & FEES	
TAXES-Collector	1,598.18
TAXES-Tax Claim	5,427.51
COSTS OF SUIT-To Be Added	45.00
LIST OF LIENS AND MORTGAGE SEARCH	140.00
FORCLOSURE FEES	
ACKNOWLEDGEMENT	5.00
DEED COSTS	16.50
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 288.08
LEGAL JOURNAL AD	81.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00
INSURANCE	1,224.50
MUNICIPAL LIEN	246.06
TOTAL COSTS	\$ 11,372.88

COPY
DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE
WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff