

02-856-CD
TIMBERLAND FEDERAL CREDIT UNION -vs- RONALD D. GREEN et al

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

TIMBERLAND FEDERAL CREDIT UNION
Plaintiff

: NO. 02-866-CO

vs.

RONALD D. GREEN and BRENDA L. GREEN
Defendants

: COMPLAINT

: Filed on behalf of: Plaintiff

: Counsel of record for this Party:
: DAVID B. INZANA, ESQ.
: Sup. Ct. # 75569
: 920 Fifth Ave.
: Brockway, PA 15824
: (814) 265-0282

FILED

MAY 20 2002

02-866-CO
William A. Shaw
Prothonotary pd 80.00

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

TIMBERLAND FEDERAL CREDIT UNION

Plaintiff

: NO. _____

vs.

RONALD D. GREEN and BRENDA L. GREEN

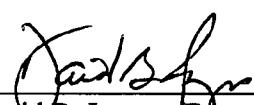
Defendants

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY 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 CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND WHERE YOU CAN GET LEGAL HELP.

Clearfield County Prothonotary
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-3641

By: 
David B. Inzana, Esq.
Attorney for Plaintiff

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

TIMBERLAND FEDERAL CREDIT UNION

Plaintiff

: NO. _____

vs.

RONALD D. GREEN and BRENDA L. GREEN

Defendants

: COMPLAINT

:

:

:

COMPLAINT

AND NOW, comes the Plaintiff, Timberland Federal Credit Union, by and through its attorney, David B. Inzana, Esq., and files the within Complaint, and in support thereof, avers as follows:

1. On January 30, 1998, Defendant Brenda L. Green, of RR 1, Box 32, Penfield, Clearfield County, PA, did request from Plaintiff two loans for the purposes of refinancing existing debt to lower her payment.
2. One loan in the amount of \$25,490.61 was secured by two vehicles, namely a 1996 Dodge Sport 4x4 and a 1991 Chevrolet Beretta. The second loan for \$3,303.04 was unsecured. A copy of said loan agreements are attached hereto and made a part hereof as Exhibits A & B respectively.
3. Defendant, Ronald D. Green, of RR1, Box 32, Penfield, Clearfield County, PA, signed on both loans as a guarantor. A copy of said Guaranty Agreements are attached hereto and made a part hereof as Exhibits C & D.
4. In reliance upon the security given by both vehicles as well as the signature of the guarantor, Plaintiff granted the loan requests.
5. Eventually, Plaintiff, Brenda L. Green, became delinquent on both loans. The loans were not brought current by the guarantor, Defendant Ronald D. Green.

6. Plaintiff, after giving valid notice unto both Defendants, repossessed said vehicles.

7. The vehicles were properly sold and Plaintiff received \$4,500.00 for the Dodge Sport 4x4 and \$375.00 for the Chevrolet Beretta.

8. After applying these amounts to the loan balances there still remained a deficiency of \$16,615.30 on the first loan and \$ 813.79 on the second unsecured loan.

9. These accounts continued to remain delinquent and as of May 17, 2002, the balance due on the first secured loan is \$17,135.73 and on the second unsecured loan is \$824.13.

Count I - Timberland FCU v. Brenda L. Green

10. Plaintiff hereby incorporates paragraphs 1 through 9 as if the same were set forth in full.

11. Defendant, Brenda L. Green failed to make payments pursuant to agreements lawfully executed on January 30, 1998.

12. Defendant's failure to make said payments is a breach of said agreements to which Plaintiff is entitled to damages.

13. The balance of both loans is currently \$17,959.86.

WHEREFORE Plaintiff respectfully requests that this Honorable Court find in favor of Plaintiff and against Defendant, Brenda L. Green, jointly and severally, in the amount of \$17,959.86 plus costs, attorney's fees and interest thereon.

Count II - Timberland FCU v. Ronald D. Green

14. Plaintiff hereby incorporates paragraphs 1 through 9 as if the same were set forth in full.

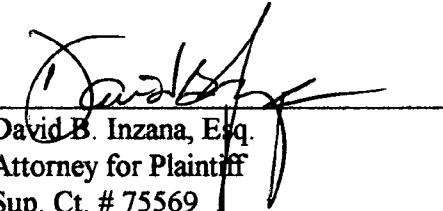
15. Defendant, Ronald D. Green failed to make payments pursuant to agreements lawfully executed on January 30, 1998.

16. Defendant's failure to make said payments is a breach of said agreements to which Plaintiff is entitled to damages.

17. The balance of both loans is currently \$17,959.86.

WHEREFORE Plaintiff respectfully requests that this Honorable Court find in favor of Plaintiff and against Defendant, Ronald D. Green, jointly and severally, in the amount of \$17,959.86 plus costs, attorney's fees and interest thereon.

Respectfully submitted,



David B. Inzana, Esq.
Attorney for Plaintiff
Sup. Ct. # 75569
920 Fifth Ave.
Brockway, PA 15824
814-265-0282

VERIFICATION

I, Maddie Cherry, be duly authorized as Chief Executive Officer of Timberland Federal Credit Union hereby verifies that the information contained in the within Complaint is true and correct to the best of my information, knowledge and belief. I understand that false statements made herein are subject the penalties of 18 PA. C.S.A. Section 4904 relating to unsworn statements to authorities.

5-21-02
Date

Maddie Cherry
Maddie Cherry



DISBURSEMENT VOUCHER AND SECURITY AGREEMENT

Timberland FCU
821 Beaver Drive
DuBois, PA 15801
8143712676

NAME	DATE	SOC. SEC. NO.	ACCOUNT NO.	LOAN NO.
GREEN, BRENDA L. PO BOX 403 HYDE, PA 16843	01-30-1998	187-64-2701	10425-021	30914
PURPOSE N/A REFINANCE WITH NO MONEY				
TRANSACTION TYPE	<input type="checkbox"/> FIRST ADVANCE	<input type="checkbox"/> SUBSEQUENT ADVANCE	<input checked="" type="checkbox"/> OTHER (DESCRIBE)	REFINANCE TO LOWER PAYMENT
FOR CREDIT UNION USE ONLY MEMBER PAYS PREMIUM FOR THE FOLLOWING COVERAGE(S): <input type="checkbox"/> CREDIT DISABILITY <input type="checkbox"/> SINGLE CREDIT LIFE <input type="checkbox"/> JOINT CREDIT LIFE				
PAYMENT TERMS				
DAILY PERIODIC RATE	ANNUAL PERCENTAGE RATE	INTEREST RATE IS: FIXED <input type="checkbox"/> VARIABLE <input checked="" type="checkbox"/>	OTHER CHARGES (DESCRIBE)	LOAN LIMIT
0.023288 %	8.5000 %	<input checked="" type="checkbox"/> N/A N/A		\$ N/A
AMOUNT APPROVED	OTHER CHARGES	AMOUNT ADVANCED	PREVIOUS BALANCE	NEW BALANCE
\$ 25,490.61	+ \$ N/A	= \$ 25,490.61	+ \$ N/A	= \$ 25,490.61
CURRENT PAYMENT	DATE DUE	PMT. AFTER ADVANCE	DATE DUE	PMT. FREQUENCY
\$ N/A	N/A	\$ 220.00	02-05-1998	Bi-weekly
				TOTAL PMT. ALL ACCTS. \$ N/A
				REMAINING LIMIT \$ N/A
SECURITY OFFERED				
IN ADDITION TO THE PLEDGE OF SHARES IN YOUR LOANLINER® CREDIT AGREEMENT, THE FOLLOWING PROPERTY SECURES THE ADVANCE:				
PROPERTY	MODEL	YEAR	I.D. NUMBER	TYPE VALUE
DODGE	RAM SPORT 4X4	1996	1B7HF16Y2TS681047	N/A N/A
CHEVROLET	BERETTA	1991	1G1LV13G4ME203357	
OTHER (DESCRIBE)	COWNR/GNTR-RON GREEN ON 96 DOD ALL PRESENT AND FUTURE SHARES.			
YOU PLEDGE SHARES AND/OR DEPOSITS OF	\$ N/A \$ N/A	ACCT. # <input type="checkbox"/> N/A ACCT. # <input type="checkbox"/>	\$ N/A	ACCT. # N/A
PRIMARY USE OF PROPERTY:	<input checked="" type="checkbox"/> PERSONAL <input type="checkbox"/> BUSINESS <input type="checkbox"/> FARMING	KEY NO: N/A		
PURCHASE MONEY:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	LOCATION OF PROPERTY: N/A		

APPROXIMATELY 74 MONTHS, WHICH MAY BE MORE OR LESS DEPENDING ON
WHETHER YOU PREPAY, ARE LATE IN MAKING A PAYMENT, ETC.

SIGNATURES SIGN BELOW

BY SIGNING BELOW OR UNDER THE ENDORSEMENT ON THE ADVANCE PROCEEDS CHECK YOU AGREE:

- * TO MAKE AND BE BOUND BY THE TERMS OF THE SECURITY AGREEMENT.
- * TO MAKE PAYMENTS AS DISCLOSED ABOVE.
- * TO THE TERM(S) DISCLOSED BELOW IF ANY ONE OR MORE ITEM(S) ARE CHECKED.

IF YOU ARE NOT A BORROWER
BUT AN OWNER OF THE COLLATERAL
SIGN BELOW AND CHECK THE
APPLICABLE BOX.

<input type="checkbox"/> SIGNATURE	YOU ARE RECEIVING A CASH/CHECK ADVANCE.	<input type="checkbox"/> SIGNATURE	YOU ARE PLEDGING SHARES FOR THE AMOUNT SHOWN IN THE SECURITY OFFERED SECTION.	<input type="checkbox"/> SIGNATURE	THE CHANGE IN THE TERM(S) OF YOUR LOANLINER® AGREEMENT MARKED WITH A STAR(*)
<input type="checkbox"/> SIGNATURE	OWNER OF COLLATERAL (Other than a Borrower)	DATE	SIGNATURE	<input checked="" type="checkbox"/> OWNER OF COLLATERAL (Other than a Borrower)	DATE
<input checked="" type="checkbox"/> SIGNATURE	(SEAL)	DATE	<input checked="" type="checkbox"/> SIGNATURE	(SEAL)	DATE
<input checked="" type="checkbox"/> SIGNATURE	(SEAL)	DATE	<input checked="" type="checkbox"/> SIGNATURE	(SEAL)	DATE
CUNA MUTUAL INSURANCE SOCIETY, 1980, 82, 84, 86, 89, ALL RIGHTS RESERVED			VST334 (LASER) 6826LL		

CREDIT UNION COPY

Exhibit A



DISBURSEMENT VOUCHER AND SECURITY AGREEMENT

Timberland FCU
821 Beaver Drive
DuBois, PA 15801
8143712676

NAME	DATE	SOC. SEC. NO.	ACCOUNT NO.	LOAN NO.
GREEN, BRENDA L. PO BOX 403 HYDE, PA 16843	01-30-1998	187-64-2701	10425-031	30915
PURPOSE N/A REFINANCE WITH NO MONEY				
TRANSACTION TYPE	<input type="checkbox"/> FIRST ADVANCE	<input type="checkbox"/> SUBSEQUENT ADVANCE	<input checked="" type="checkbox"/> OTHER (DESCRIBE)	REFINANCE TO LOWER PAYMENT.
FOR CREDIT UNION USE ONLY MEMBER PAYS PREMIUM FOR THE FOLLOWING COVERAGE(S):				
	<input type="checkbox"/> Y	CREDIT DISABILITY	<input type="checkbox"/> Y	SINGLE CREDIT LIFE
			<input type="checkbox"/> N	JOINT CREDIT LIFE
PAYMENT TERMS				
DAILY PERIODIC RATE	ANNUAL PER- CENTAGE RATE	INTEREST RATE IS: FIXED <input type="checkbox"/> VARIABLE <input type="checkbox"/>	OTHER CHARGES (DESCRIBE)	LOAN LIMIT
0.029863 %	10.9000 %	<input checked="" type="checkbox"/> X	N/A N/A	\$ N/A minus
AMOUNT APPROVED	OTHER CHARGES	AMOUNT ADVANCED	PREVIOUS BALANCE	NEW BALANCE
\$ 3,303.04	+ \$ N/A	= \$ 3,303.04	+ \$ N/A	= \$ 3,303.04 equals
CURRENT PAYMENT	DATE DUE	PMT. AFTER ADVANCE	DATE DUE	PMT. FREQUENCY
\$ N/A	N/A	\$ 46.00	02-05-1998	Bi-weekly
				TOTAL PMT. ALL ACCTS.
				\$ N/A
				\$ N/A
SECURITY OFFERED				
IN ADDITION TO THE PLEDGE OF SHARES IN YOUR LOANLINER® CREDIT AGREEMENT, THE FOLLOWING PROPERTY SECURES THE ADVANCE:				
PROPERTY	MODEL	YEAR	I.D. NUMBER	TYPE
N/A	N/A	N/A	N/A	N/A
OTHER (DESCRIBE)	GUARANTOR: RONALD GREEN ALL PRESENT AND FUTURE SHARES.			
YOU PLEDGE SHARES AND/OR DEPOSITS OF	\$ N/A \$ N/A	ACCT. # <input type="checkbox"/> N/A ACCT. # <input type="checkbox"/>	\$ N/A	ACCT. # N/A
PRIMARY USE OF PROPERTY:	<input checked="" type="checkbox"/> PERSONAL	<input type="checkbox"/> BUSINESS	<input type="checkbox"/> FARMING	KEY NO: N/A
PURCHASE MONEY:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	LOCATION OF PROPERTY: N/A	

APPROXIMATELY 42 MONTHS, WHICH MAY BE MORE OR LESS DEPENDING ON
WHETHER YOU PREPAY, ARE LATE IN MAKING A PAYMENT, ETC.

SIGNATURES SIGN BELOW

BY SIGNING BELOW OR UNDER THE ENDORSEMENT ON THE ADVANCE PROCEEDS CHECK YOU AGREE:

- * TO MAKE AND BE BOUND BY THE TERMS OF THE SECURITY AGREEMENT.
- * TO MAKE PAYMENTS AS DISCLOSED ABOVE.
- * TO THE TERM(S) DISCLOSED BELOW IF ANY ONE OR MORE ITEM(S) ARE CHECKED.

IF YOU ARE NOT A BORROWER
BUT AN OWNER OF THE COLLATERAL
SIGN BELOW AND CHECK THE
APPLICABLE BOX.

<input type="checkbox"/>	YOU ARE RECEIVING A CASH/CHECK ADVANCE.	<input type="checkbox"/>	YOU ARE PLEDGING SHARES FOR THE AMOUNT SHOWN IN THE SECURITY OFFERED SECTION.	<input type="checkbox"/>	THE CHANGE IN THE TERM(S) OF YOUR LOANLINER® AGREEMENT MARKED WITH A STAR(*)
SIGNATURE	<input type="checkbox"/> OWNER OF COLLATERAL (Other than a Borrower)	DATE	SIGNATURE	<input type="checkbox"/> OWNER OF COLLATERAL (Other than a Borrower)	DATE

<input checked="" type="checkbox"/>	SIGNATURE	(SEAL)	<input checked="" type="checkbox"/>	SIGNATURE	(SEAL)	DATE
X	Brenda L. Green	(SEAL)	1/30/98 X	Ronald D. Green	(SEAL)	1/30/98

©CUNA MUTUAL INSURANCE SOCIETY, 1980, 82, 84, 86, 89, ALL RIGHTS RESERVED

VST334 (LASER) 6826LL

CREDIT UNION COPY

Exhibit B



Guaranty Agreement

Timberland FCU
821 Beaver Drive
DuBois, PA 15801

BASIC GUARANTY To induce Timberland FCU (the "Credit Union") to lend money or give credit to BRENDA L. GREEN (the "Borrower"), you (the "Guarantor(s)"), jointly and severally if more than one, guarantee prompt and full payment when due the following debt, including principal and interest and any costs of collection including reasonable attorney fees.

\$ 25,490.61, at 8.5000% interest payable in Bi-weekly Installments of \$ 220.00 for 74 months or until the full amount owed plus interest has been paid.

WHEN YOU MUST PAY If the Borrower fails to pay the debt when due you promise to pay the debt to the Credit Union upon demand. The Credit Union can demand that you pay the debt even if it does not try to collect from the Borrower and without enforcing any security interests the Borrower has given the Credit Union.

SECURITY You pledge all shares and/or deposits in any of your joint and individual accounts at the Credit Union as security for your promise. The Credit Union has the right to apply your shares and/or deposits towards what you owe if you are in default under this agreement. Shares and/or deposits in an Individual Retirement Account, Keogh Plan Account, or All Savers Certificate will not be subject to any right of set off or to your pledge of shares and/or deposits.

NO NOTICE REQUIRED This guaranty remains in effect even though you are not given notice of the following:
(1) If the Borrower fails to pay any amount due.
(2) Of any action taken by the Credit Union with respect to property given by the Borrower as security for the debt.
(3) Of any new debts with the Credit Union incurred by the Borrower.
(4) Of any renewal, extension or substitution of any of the Borrower's debts.
(5) Of the acceptance by the Credit Union of this guaranty.

PAYMENTS The Credit Union has the right to apply payments by the Borrower to any of the Borrower's debts in any order the Credit Union elects.

YOU MAY BE SUED You may be sued for payment of the debt if the Borrower is in default and you do not pay the amount you have guaranteed.

OTHER GUARANTORS If more than one Guarantor signs this agreement, the Credit Union can release or settle with any of the Guarantors at any time without affecting the liability of the others.

NO WAIVER OF RIGHTS The Credit Union can delay enforcing any of its rights under this agreement without losing them.

WHO IS BOUND Each person who signs below is bound jointly and severally. The Credit Union can enforce this Agreement against your heirs and legal representatives.

GUARANTOR

SIGNATURES

PRINT NAME RONALD GREEN

Ronald D. Green
SIGNATURE

WITNESS

PRINT NAME Eileen Haag

Eileen Haag
SIGNATURE

DATE

PRINT NAME _____

SIGNATURE

PRINT NAME _____

SIGNATURE

DATE

PRINT NAME _____

SIGNATURE

PRINT NAME _____

SIGNATURE

DATE

PRINT NAME _____

SIGNATURE

PRINT NAME _____

SIGNATURE

DATE

Timberland FCU
821 Beaver Drive
DuBois, PA 15801

NOTICE TO COSIGNER

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

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

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

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

1-30-98
Date

Ronald L. Green
Signed

PRINCIPAL BORROWER
GREEN, BRENDA L.

ACCOUNT NUMBER
10425-021

DATE OF LOAN
01-30-1998

AMOUNT OF LOAN
\$ 25,490.61

Notice sent or delivered to RONALD GREEN
on 1/30/98 by EAT
(DATE) (INITIALS)

MST022
Duplicate - Credit Union

Exhibit C-2



Guaranty Agreement

Timberland FCU
821 Beaver Drive
DuBois, PA 15801

BASIC GUARANTY To induce Timberland FCU (the "Credit Union") to lend money or give credit to BRENDA L. GREEN (the "Borrower"), you (the "Guarantor(s)"), jointly and severally if more than one, guarantee prompt and full payment when due the following debt, including principal and interest and any costs of collection including reasonable attorney fees.

**\$ 3,303.04, at 10.9000% Interest payable in Bi-weekly installments of
\$ 46.00 for 42 months or until the full amount owed plus interest
has been paid.**

WHEN YOU MUST PAY If the Borrower fails to pay the debt when due you promise to pay the debt to the Credit Union upon demand. The Credit Union can demand that you pay the debt even if it does not try to collect from the Borrower and without enforcing any security interests the Borrower has given the Credit Union.

SECURITY You pledge all shares and/or deposits in any of your joint and individual accounts at the Credit Union as security for your promise. The Credit Union has the right to apply your shares and/or deposits towards what you owe if you are in default under this agreement. Shares and/or deposits in an Individual Retirement Account, Keogh Plan Account, or All Savers Certificate will not be subject to any right of set off or to your pledge of shares and/or deposits.

NO NOTICE REQUIRED This guaranty remains in effect even though you are not given notice of the following:
(1) If the Borrower fails to pay any amount due.
(2) Of any action taken by the Credit Union with respect to property given by the Borrower as security for the debt.
(3) Of any new debts with the Credit Union incurred by the Borrower.
(4) Of any renewal, extension or substitution of any of the Borrower's debts.
(5) Of the acceptance by the Credit Union of this guaranty.

PAYMENTS The Credit Union has the right to apply payments by the Borrower to any of the Borrower's debts in any order the Credit Union elects.

YOU MAY BE SUED You may be sued for payment of the debt if the Borrower is in default and you do not pay the amount you have guaranteed.

OTHER GUARANTORS If more than one Guarantor signs this agreement, the Credit Union can release or settle with any of the Guarantors at any time without affecting the liability of the others.

NO WAIVER OF RIGHTS The Credit Union can delay enforcing any of its rights under this agreement without losing them.

WHO IS BOUND Each person who signs below is bound jointly and severally. The Credit Union can enforce this Agreement against your heirs and legal representatives.

GUARANTOR

PRINT NAME RONALD GREEN

Ronald Green
SIGNATURE

WITNESS

PRINT NAME Brenda L. Green

Brenda L. Green
SIGNATURE

DATE

PRINT NAME _____

SIGNATURE

PRINT NAME _____

SIGNATURE

DATE

PRINT NAME _____

SIGNATURE

PRINT NAME _____

SIGNATURE

DATE

PRINT NAME _____

SIGNATURE

PRINT NAME _____

SIGNATURE

DATE

Timberland FCU
821 Beaver Drive
DuBois, PA 15801

NOTICE TO COSIGNER

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

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

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

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

1-30-98

Date

Ronald A. Green

Signed

PRINCIPAL BORROWER

GREEN, BRENDA L.

ACCOUNT NUMBER

10425-031

DATE OF LOAN

01-30-1998

AMOUNT OF LOAN

\$ 3,303.04

Notice sent or delivered to RONALD GREEN

on 1/30/98 by EP.
(DATE) (INITIALS)

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

TIMBERLAND FEDERAL CREDIT UNION : No 02-856-CD
Plaintiff :
vs. : Preacipe to Enter Judgment
Defendants : By Default
RONALD D. GREEN & BRENDA L. GREEN :
Defendants :

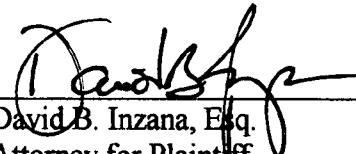
Preacipe to Enter Judgment By Default

TO THE PROTHONOTARY:

Please enter judgment in favor of Plaintiff against Defendants, jointly and severally, in the amount of \$17,959.86 plus costs. I hereby certify that Notice of intention to request said default judgment was given to Defendants on August 14, 2002. A copy of said notice is attached hereto and made a part hereof.

Thank you in advance for your cooperation.

Very truly yours,


David B. Inzana, Esq.
Attorney for Plaintiff
Supreme Ct. No. 75569
920 Fifth Ave.
Brockway, PA 15824
814-265-0282

FILED

SEP 11 2002
M 11:52 | atty Inzana
William A. Shaw pd 20.00
Prothonotary

Not to Day
Stat. toatty
Inzana

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

TIMBERLAND FEDERAL CREDIT UNION	:	NO 02-856-CD
Plaintiff	:	
v.	:	NOTICE OF PREACIPE TO
	:	ENTER JUDGMENT BY
	:	DEFAULT
RONALD D. GREEN and BRENDA L. GREEN	:	
Defendants	:	

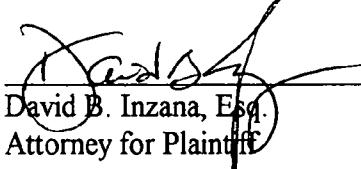
TO: Ronald D. Green

DATE OF NOTICE: August 14, 2002

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:

Clearfield County Prothonotary
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641



David B. Inzana, Esq.
Attorney for Plaintiff
920 Fifth Ave
Brockway PA 15824
814-265-0282

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

TIMBERLAND FEDERAL CREDIT UNION	:	NO 02-856-CD
Plaintiff	:	
v.	:	NOTICE OF PREACIPE TO
	:	ENTER JUDGMENT BY
RONALD D. GREEN and BRENDA L. GREEN	:	DEFAULT
Defendants	:	

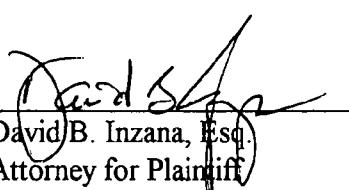
TO: Brenda L. Green

DATE OF NOTICE: August 14, 2002

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:

Clearfield County Prothonotary
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641



David B. Inzana, Esq.
Attorney for Plaintiff
920 Fifth Ave
Brockway PA 15824
814-265-0282

PAUL J. PAPE
CONSTABLE
MEMBER OF PA. STATE CONSTABLES
705 Pine Street
Punxsutawney, Pa. 15767

CONSTABLE RETURN

This will affirm that on the 25th day of June, 2002
I, the undersigned, did serve upon Ronald Green, A
Complaint at 79 elk st, clearfield Pa
4:10 A.M. (P.M.)

Paul J. Pape
PAUL J. PAPE

Sworn and subscribed before me this 28 day of June, 2002

Richard D. Beck
NOTARY PUBLIC

RICHARD D. BECK, DISTRICT JUSTICE
Magisterial District Court 54-3-03
Jefferson County Courthouse
Brookville, PA 15825
My Commission Expires First Mon. Jan. 2006

COSTS:
NO. Services 15⁰⁰
Additional Defendant _____
Deputy _____
Return 2⁵⁰
60 Miles @ \$.365 /Mi 21⁹⁰
Hours @ \$10.00/Hr _____
TOTAL 39⁴⁰

PAUL J. PAPE
CONSTABLE
MEMBER OF PA. STATE CONSTABLES
705 Pine Street
Punxsutawney, Pa. 15767

CONSTABLE RETURN

This will affirm that on the 25th day of June, 2002
I, the undersigned, did serve upon Ronald Green - accepted service for his wife: Brenda Green
Complaint at 79 Elk st, Clearfield, Pa
4:10 AM (P.M.)

Paul J. Pape
PAUL J. PAPE

Sworn and subscribed before me this 28 day of June, 2002

Richard D. Beck
NOTARY PUBLIC

RICHARD D. BECK, DISTRICT JUSTICE
Magisterial District Court 54-3-03
Jefferson County Courthouse
Brookville, PA 15825
My Commission Expires First Mon. Jan. 2006



COSTS:
NO. Services 15⁰⁰
Additional Defendant _____
Deputy _____
Return 25⁰⁰
60 Miles @ \$.365 /Mi 21⁹⁰
Hours @ \$10.00/Hr _____
TOTAL 39⁴⁰

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

COPY

Timberland Federal Credit Union : No. 02-856-CD
Plaintiff :
v. : NOTICE
Ronald D. Green & Brenda L. Green :
Defendants :
.

IMPORTANT NOTICE

To the Defendants:

Please take notice that on this the 11th day of September,
2002, a judgment in the amount of \$17,959.86 was entered against you in favor of
Timberland Federal Credit Union.

Willie L. Hall

Prothonotary

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

COPY

Timberland Federal Credit Union : No. 02-856-CD
Plaintiff

NOTICE

v.

Ronald D. Green & Brenda L. Green :
Defendants

IMPORTANT NOTICE

To the Defendants:

Please take notice that on this the 11th day of September,
2002, a judgment in the amount of \$17,959.86 was entered against you in favor of
Timberland Federal Credit Union.



Prothonotary

COPY

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

Timberland Federal Credit Union
Plaintiff(s)

No.: 2002-00856-CD

Real Debt: \$17,959.86

Atty's Comm:

Vs.

Costs: \$

Int. From:

Ronald D. Green and
Brenda L. Green
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 11, 2002

Expires: September 11, 2007

Certified from the record this 11th of September, 2002



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
CIVIL DIVISION

TIMBERLAND FEDERAL CREDIT
UNION,

Plaintiff(s),

vs.

RONALD D. GREEN and BRENDA L.
GREEN,

Defendants.

: NO. 2002-00856-C.D.
:
: Type of Pleading: PRAECIPE FOR WRIT
: OF REVIVAL
:
: Filed on Behalf of: PLAINTIFF(S)
: TIMBERLAND FEDERAL CREDIT
: UNION
:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: Supreme Court I.D. No.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED 019/12/2007 No CC
SEP 07 2007

William A. Shaw
Prothonotary/Clerk of Courts
3 wnts to Sheriff
GK

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

TIMBERLAND FEDERAL CREDIT
UNION,

Plaintiff(s),

vs.

NO. 2002-00856-C.D.

RONALD D. GREEN and BRENDA L.
GREEN,

Defendants.

PRAECIPE FOR WRIT OF REVIVAL

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Kindly issue Writ of Revival of lien of judgment entered at No. 2002-00856-C.D. and enter it in the Judgment Index against Ronald D. Green and Brenda L. Green in the amount of Seventeen Thousand Nine Hundred Fifty-Nine Dollars Eighty-Six Cents (\$17,959.86) together with costs and interest as allowed under Pennsylvania law.

Respectfully submitted,

By:


Christopher E. Mohney, Esquire
Attorney for Plaintiff

OPY

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

TIMBERLAND FEDERAL CREDIT
UNION,

Plaintiff(s),

vs.

RONALD D. GREEN and BRENDA L.
GREEN,

Defendants.

: NO. 2002-00856-C.D.
:
: Type of Pleading:
: WRIT OF REVIVAL
:
: Filed on Behalf of: PLAINTIFF(S)
: TIMBERLAND FEDERAL CREDIT
: UNION
:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: Supreme Court I.D. No.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

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

TIMBERLAND FEDERAL CREDIT :
UNION, :
: Plaintiff(s), :
: vs. : NO. 2002-00856-C.D.
: RONALD D. GREEN and BRENDA L. :
GREEN, :
: Defendants. :

WRIT OF REVIVAL

TO: RONALD D. GREEN and BRENDA L. GREEN

- (1) You are notified that the Plaintiff has commenced a proceeding to revive the lien of the judgment entered at No. 2002-00856-C.D.;
- (2) The Plaintiff claims that the amount due and unpaid is Seventeen Thousand Nine Hundred Fifty-Nine Dollars Eighty-Six Cents (\$17,959.86) together with costs and interest as allowed under Pennsylvania law; and
- (3) You are required within twenty (20) days after service of this Writ to file an answer or otherwise plead to this Writ. If you fail to do so, judgment of revival in the amount claimed by the Plaintiff may be entered without a hearing and you may lose your property or other important rights.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

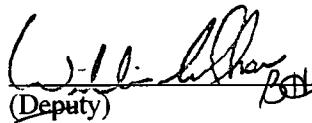
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Mid-Penn Legal Services, Inc.
211 ½ East Locust Street
Clearfield, PA 16830
(800) 326-9177

Date: 9/7/07

WILLIAM A. SHAW, SR., PROTHONOTARY

By:



W.A. Shaw, Sr.
(Deputy)

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **103176**

TIMBERLAND FEDERAL CREDIT UNION

Case # 02-856-CD

vs.

RONALD D. GREEN and BRENDA L. GREEN

TYPE OF SERVICE WRIT OF REVIVAL

SHERIFF RETURNS

NOW February 26, 2008 RETURNED THE WITHIN WRIT OF REVIVAL "NOT SERVED, TIME EXPIRED" AS TO RONALD D. GREEN, DEFENDANT. DEFENDANT WAS TO PICK UP AT SHERIFF'S OFFICE, NEVER DID

NO SUCH ADDRESS AS 79 ELK ST., CLEARFIELD, PA.

SERVED BY: /

FILED
03:27pm
FEB 26 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket #

103176

TIMBERLAND FEDERAL CREDIT UNION

Case #

02-856-CD

vs.

RONALD D. GREEN and BRENDA L. GREEN

TYPE OF SERVICE WRIT OF REVIVAL

SHERIFF RETURNS

NOW February 26, 2008 RETURNED THE WITHIN WRIT OF REVIVAL "NOT SERVED, TIME EXPIRED" AS TO BRENDA L. GREEN, DEFENDANT. WRIT OF REVIVAL MISPLACED

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103176
NO: 02-856-CD
SERVICES 2
WRIT OF REVIVAL

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION
vs.
DEFENDANT: RONALD D. GREEN and BRENDA L. GREEN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	TIMBERLAND	95329	20.00
SHERIFF HAWKINS	TIMBERLAND	95329	20.41

Sworn to Before Me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

TIMBERLAND FEDERAL CREDIT
UNION,

Plaintiff(s),

vs.

RONALD D. GREEN and BRENDA L.
GREEN,

Defendants.

: NO. 2002-00856-C.D.
:
: Type of Pleading:
: WRIT OF REVIVAL
:
: Filed on Behalf of: PLAINTIFF(S)
: TIMBERLAND FEDERAL CREDIT
: UNION
:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: Supreme Court I.D. No.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

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

TIMBERLAND FEDERAL CREDIT UNION, :
Plaintiff(s), :
vs. : NO. 2002-00856-C.D.
RONALD D. GREEN and BRENDA L. GREEN, :
Defendants. :

WRIT OF REVIVAL

TO: RONALD D. GREEN and BRENDA L. GREEN

- (1) You are notified that the Plaintiff has commenced a proceeding to revive the lien of the judgment entered at No. 2002-00856-C.D.;
- (2) The Plaintiff claims that the amount due and unpaid is Seventeen Thousand Nine Hundred Fifty-Nine Dollars Eighty-Six Cents (\$17,959.86) together with costs and interest as allowed under Pennsylvania law; and
- (3) You are required within twenty (20) days after service of this Writ to file an answer or otherwise plead to this Writ. If you fail to do so, judgment of revival in the amount claimed by the Plaintiff may be entered without a hearing and you may lose your property or other important rights.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Mid-Penn Legal Services, Inc.
211 ½ East Locust Street
Clearfield, PA 16830
(800) 326-9177

Date: 9/7/07

WILLIAM A. SHAW, SR., PROTHONOTARY

By:

William Shaw
(Deputy)

COPY

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

TIMBERLAND FEDERAL CREDIT
UNION,

Plaintiff(s),

vs.

RONALD D. GREEN and BRENDA L.
GREEN,

Defendants.

: NO. 2002-00856-C.D.
:
: Type of Pleading:
: WRIT OF REVIVAL
:
: Filed on Behalf of: PLAINTIFF(S)
: TIMBERLAND FEDERAL CREDIT
: UNION
:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: Supreme Court I.D. No.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

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

TIMBERLAND FEDERAL CREDIT UNION, :
Plaintiff(s), :
vs. : NO. 2002-00856-C.D.
RONALD D. GREEN and BRENDA L. GREEN, :
Defendants. :

WRIT OF REVIVAL

TO: RONALD D. GREEN and BRENDA L. GREEN

- (1) You are notified that the Plaintiff has commenced a proceeding to revive the lien of the judgment entered at No. 2002-00856-C.D.;
- (2) The Plaintiff claims that the amount due and unpaid is Seventeen Thousand Nine Hundred Fifty-Nine Dollars Eighty-Six Cents (\$17,959.86) together with costs and interest as allowed under Pennsylvania law; and
- (3) You are required within twenty (20) days after service of this Writ to file an answer or otherwise plead to this Writ. If you fail to do so, judgment of revival in the amount claimed by the Plaintiff may be entered without a hearing and you may lose your property or other important rights.

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Mid-Penn Legal Services, Inc.
211 ½ East Locust Street
Clearfield, PA 16830
(800) 326-9177

Date: 9/7/07

WILLIAM A. SHAW, SR., PROTHONOTARY

By:

William Shaw
(Deputy)

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

TIMBERLAND FEDERAL CREDIT UNION, : NO. 2002 - 00856 - C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE FORECLOSURE
VS. : TYPE OF PLEADING: PRAECIPE TO REINSTATE WRIT OF REVIVAL
RONALD D. GREEN and BRENTA L. GREEN, : FILED ON BEHALF OF: PLAINTIFF
DEFENDANTS : COUNSEL OF RECORD:
 : CHRISTOPHER E. MOHNEY, ESQUIRE
 : SUPREME COURT NO.: 63494
 : 25 EAST PARK AVENUE, SUITE 6
 : DUBOIS, PA 15801
 : (814) 375-1044

FILED Atty pd. 7:00
M 19:40/81
MAR 17 2008 2 units Reinstated
William A. Shaw to Sheriff
Prothonotary/Clerk of Courts
(68)

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

TIMBERLAND FEDERAL : NO. 2002 - 00856 - C.D.
CREDIT UNION, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: :
RONALD D. GREEN and :
BRENDA L. GREEN, :
DEFENDANTS : :

PRAECIPE TO REINSTATE WRIT OF REVIVAL

TO: WILLIAM A. SHAW, PROTHONOTARY

Pursuant to Pa. R.C.P. Nos. 401(b)(1) and 3029, please reinstate the Writ of Revival in
the above-captioned matter.

BY:

Christopher E. Mohney, Esquire
Attorney for Plaintiff

Supreme Court No. 63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

COPY

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

TIMBERLAND FEDERAL CREDIT
UNION,

Plaintiff(s),

vs.

RONALD D. GREEN and BRENDA L.
GREEN,

Defendants.

: NO. 2002-00856-C.D.
:
: Type of Pleading:
: WRIT OF REVIVAL
:
: Filed on Behalf of: PLAINTIFF(S)
: TIMBERLAND FEDERAL CREDIT
: UNION
:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: Supreme Court I.D. No.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

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

TIMBERLAND FEDERAL CREDIT
UNION,

Plaintiff(s),

vs.

NO. 2002-00856-C.D.

RONALD D. GREEN and BRENDA L.
GREEN,

Defendants.

WRIT OF REVIVAL

TO: RONALD D. GREEN and BRENDA L. GREEN

- (1) You are notified that the Plaintiff has commenced a proceeding to revive the lien of the judgment entered at No. 2002-00856-C.D.;
- (2) The Plaintiff claims that the amount due and unpaid is Seventeen Thousand Nine Hundred Fifty-Nine Dollars Eighty-Six Cents (\$17,959.86) together with costs and interest as allowed under Pennsylvania law; and
- (3) You are required within twenty (20) days after service of this Writ to file an answer or otherwise plead to this Writ. If you fail to do so, judgment of revival in the amount claimed by the Plaintiff may be entered without a hearing and you may lose your property or other important rights.

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Mid-Penn Legal Services, Inc.
211 ½ East Locust Street
Clearfield, PA 16830
(800) 326-9177

Date: 9/7/07

WILLIAM A. SHAW, SR., PROTHONOTARY

By: W. A. Shaw

(Deputy) BN

3/17/08 Document
Reinstated/Reinstated to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

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

FILED

MAY 19 2008

o 11:00 am
William A. Shaw
Prothonotary/Clerk of Courts
2 cases to appear

TIMBERLAND FEDERAL CREDIT : NO. 2002 - 00856 - C.D.
UNION,

Plaintiff,

vs.

RONALD D. GREEN and BRENDA L.
GREEN

Defendants.

: Type of Case:
: MORTGAGE FORECLOSURE
:
: Type of Pleading: MOTION TO
: DIRECT SHERIFF TO FILE RETURN
: OF SERVICE
:
: File on Behalf of: PLAINTIFF
:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY,
: ESQUIRE
:
: SUPREME COURT NO.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
(814) 375-1044

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

TIMBERLAND FEDERAL CREDIT : NO. 2002 - 00856 - C.D.
UNION, :
Plaintiff, : Type of Case:
vs. : MORTGAGE FORECLOSURE
RONALD D. GREEN and BRENDA L. :
GREEN, :
Defendants.

MOTION TO COMPEL SHERIFF TO FILE RETURN OF SERVICE

AND NOW, comes PLAINTIFF by its attorney, CHRISTOPHER E. MOHNEY,
ESQUIRE, and files the following Motion:

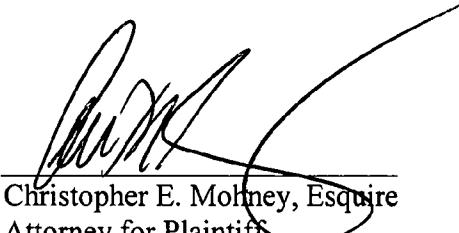
1. Plaintiff started this case on September 7, 2007 with the filing of a Writ of Revival.
2. On September 7, 2007, the undersigned instructed the prothonotary to certify necessary provided copies of the writs and deliver them to the sheriff for service on the named defendants; the undersigned delivered appropriate advance funds to the sheriff for service at the time the complaint was filed; since that date, the undersigned has reinstated the writs with additional funds and instructions to the sheriff to serve defendants.
3. The defendants were served on April 1, 2008.
4. As of May 19, 2008, the sheriff has yet to file returns of service.

5. Plaintiff is unable to prosecute its case until the sheriff returns are filed, to the harm and prejudice of Plaintiff.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to immediately file the Returns of Service of the Writ of Revival with the Prothonotary.

BY:

Christopher E. Mohney, Esquire
Attorney for Plaintiff



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

TIMBERLAND FEDERAL CREDIT UNION : NO. 2002-00856 -C.D.

Plaintiff :

vs. :

RONALD D. GREEN and BRENDA L. GREEN :

Defendants :

FILED

01:26 p.m. 6/2
MAY 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

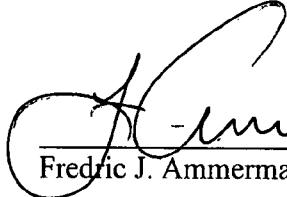
cc ATTY MOHNEY
cc SHERIFF

6/2

ORDER

AND NOW, this 21 day of May, 2008, upon consideration of Plaintiff's Motion to Compel Sheriff to File Return of Service, it is hereby ORDERED and DECREED that the Sheriff of Clearfield County, Pennsylvania, is hereby directed to complete and file Return(s) of Service for service of the Writs of Revival within 7 days of the date of this Order.

BY THE COURT:



Fredric J. Ammerman, President Judge

DATE: 5-21-08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

MAY 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103904
NO: 02-856-CD
SERVICE # 1 OF 2
WRIT OF REVIVAL

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION
vs.
DEFENDANT: RONALD D. GREEN and BRENDA L. GREEN

SHERIFF RETURN

NOW, April 01, 2008 AT 1:00 PM SERVED THE WITHIN WRIT OF REVIVAL ON RONALD D. GREEN DEFENDANT AT 820 DAISY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRENDA GREEN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF REVIVAL AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

FILED
03/14/08
MAY 22 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103904
NO: 02-856-CD
SERVICE # 2 OF 2
WRIT OF REVIVAL

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION
VS.
DEFENDANT: RONALD D. GREEN and BRENDA L. GREEN

SHERIFF RETURN

NOW, April 01, 2008 AT 1:00 PM SERVED THE WITHIN WRIT OF REVIVAL ON BRENDA L. GREEN DEFENDANT AT 820 DAISY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRENDA GREEN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF REVIVAL AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103904
NO: 02-856-CD
SERVICES 2
WRIT OF REVIVAL

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION
vs.
DEFENDANT: RONALD D. GREEN and BRENDA L. GREEN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	TIMBERLAND	98114	20.00
SHERIFF HAWKINS	TIMBERLAND	98114	19.41

Sworn to Before Me This

So Answers,

✓ Chester A. Hawkins
Sheriff

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

FILED

JUN 23 2008

W/8:50/ (initials)
William A. Shaw
Prothonotary/Clerk of Courts

NOTICE TO

DEFTS.

TIMBERLAND FEDERAL CREDIT
UNION,

Plaintiff(s),

VS.

RONALD D. GREEN and BRENDA L.
GREEN,

Defendants.

: NO. 2002-00856-C.D.
:
: Type of Pleading: PRAECIPE FOR
: DEFAULT JUDGMENT
:
: Filed on Behalf of: PLAINTIFF(S)
: TIMBERLAND FEDERAL CREDIT
: UNION
:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY,
: ESQUIRE
:
: Supreme Court I.D. No.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
(814) 375-1044

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

TIMBERLAND FEDERAL CREDIT :
UNION, :
: Plaintiff(s), :
vs. : NO. 2002-00856-C.D.
: RONALD D. GREEN and BRENDA L.
GREEN, :
: Defendants. :

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendants for failure to plead to Plaintiff's Writ of Revival within twenty days of service of the Writ of Revival and assess damages as follows:

1. Current Balance: \$17,959.86

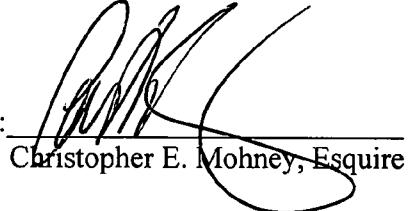
2. Interest payoff: \$

3. Late Fees: \$_____

TOTAL: \$17,959.86

The undersigned certifies that written notice of intention to file this Praeclipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on June 9, 2008 as required by Pa. R.C.P. Rule 237.1.

BY:


Christopher E. Mohney, Esquire

NOW, this 23rd day of June, 2008, damages are assessed in the amount of \$17,959.86.


William A. Shaw, Prothonotary

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

TIMBERLAND FEDERAL CREDIT UNION, : NO. 2002 - 00856 - C.D.
Plaintiff, : TYPE OF CASE:
vs. : MORTGAGE FORECLOSURE
RONALD D. GREEN and BRENDA L. GREEN, :
Defendants. :
:

TO: BRENDA L. GREEN
820 Daisy Street
Clearfield, PA 16830

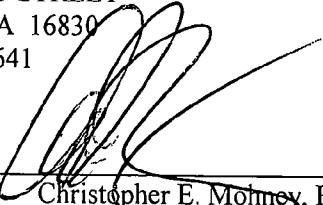
DATE OF NOTICE: JUNE 9, 2008

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 (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH 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:

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

BY:


Christopher E. Mohney, Esquire
Attorney for Plaintiff
I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

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

TIMBERLAND FEDERAL CREDIT UNION, Plaintiff, vs. RONALD D. GREEN and BRENDA L. GREEN, Defendants.

TO: RONALD D. GREEN
820 Daisy Street
Clearfield, PA 16830

DATE OF NOTICE: JUNE 9, 2008

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BY:

Christopher E. Mohney, Esquire
Attorney for Plaintiff
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25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

FILED

JUN 23 2008

William A. Shaw

Prothonotary/Clerk of Courts

William A. Shaw

Prothonotary/Clerk of Courts



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