

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

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

TIMBERLAND FEDERAL CREDIT UNION

Plaintiff

vs.

RONALD D. GREEN and BRENDA L. GREEN

Defendants

: NO. 02-856-CO

: 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 29 2002

02511 att Inzana  
William A. Shaw  
Prothonotary pd 80.00  
bcl  
ay

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

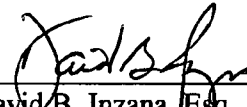
TIMBERLAND FEDERAL CREDIT UNION : NO. \_\_\_\_\_  
Plaintiff :  
 :  
vs. :  
 :  
RONALD D. GREEN and BRENDA L. GREEN :  
Defendants :  
 :

**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 YOU 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. _____
	:	
	:	COMPLAINT
vs.	:	
	:	
RONALD D. GREEN and BRENDA L. GREEN Defendants	:	

**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, become 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.

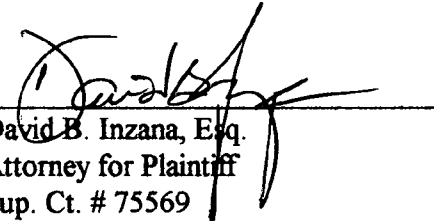
15. Defendant, Ronald D. Green failed to make payments pursuant to agreements lawfully executed on January 30, 1998.

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
Co-Bor: GREEN, RONALD D.	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 checked="" type="checkbox"/> CREDIT DISABILITY				<input checked="" type="checkbox"/> SINGLE CREDIT LIFE
<input type="checkbox"/> JOINT CREDIT LIFE				

### PAYMENT TERMS

DAILY PERIODIC RATE	ANNUAL PER-CENTAGE RATE	INTEREST RATE IS:	OTHER CHARGES (DESCRIBE)	LOAN LIMIT
0.023288 %	8.5000 %	FIXED <input checked="" type="checkbox"/> VARIABLE <input 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.			REMAINING LIMIT	
\$ 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	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	\$ N/A	ACCT. #	N/A	\$ N/A	ACCT. #	N/A
AND/OR DEPOSITS OF	\$ N/A	ACCT. #				

PRIMARY USE OF PROPERTY: ☒ PERSONAL ☐ BUSINESS ☐ FARMING KEY NO: N/A

PURCHASE MONEY: ☒ YES ☐ 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"/> 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 checked="" type="checkbox"/> OWNER OF COLLATERAL (Other than a Borrower)
<input checked="" type="checkbox"/> Brenda J Green	(SEAL) 1-30-98	(SEAL) 1-30-98
<input checked="" type="checkbox"/> Ronald D Green	(SEAL) 1-30-98	(SEAL) 1-30-98

©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
Co-Bor: GREEN, RONALD D.	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 checked="" type="checkbox"/> CREDIT DISABILITY	<input checked="" type="checkbox"/> SINGLE CREDIT LIFE	<input type="checkbox"/> JOINT CREDIT LIFE

### PAYMENT TERMS

DAILY PERIODIC RATE	ANNUAL PER-CENTAGE RATE	INTEREST RATE IS:	OTHER CHARGES (DESCRIBE)	LOAN LIMIT		
0.029863 %	10.9000 %	<input checked="" type="checkbox"/> FIXED <input type="checkbox"/> VARIABLE	N/A	\$ N/A		
AMOUNT APPROVED	OTHER CHARGES	AMOUNT ADVANCED	PREVIOUS BALANCE	NEW BALANCE		
\$ 3,303.04	+ \$ N/A	= \$ 3,303.04	+ \$ N/A	= \$ 3,303.04		
CURRENT PAYMENT	DATE DUE	PMT. AFTER ADVANCE	DATE DUE	PMT. FREQUENCY	TOTAL PMT. ALL ACCTS.	REMAINING LIMIT
\$ N/A	N/A	\$ 48.00	02-05-1998	BI-weekly	\$ 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	VALUE
N/A	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	ACCT. #	N/A	\$ 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	DATE	SIGNATURE	DATE

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

### SIGNATURES

#### GUARANTOR

PRINT NAME RONALD GREEN

☒ SIGNATURE

DATE

PRINT NAME

☒ SIGNATURE

DATE

PRINT NAME

☒ SIGNATURE

DATE

PRINT NAME

☒ SIGNATURE

DATE

#### WITNESS

PRINT NAME Eileen Haag

☒ SIGNATURE

DATE

PRINT NAME

☒ SIGNATURE

DATE

PRINT NAME

☒ SIGNATURE

DATE

PRINT NAME

☒ SIGNATURE

DATE

Exhibit C-1

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 D. 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 1/31/98 by *ED*  
(DATE) (INITIALS)

# LOANLINER<sup>®</sup>

## 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.

### SIGNATURES

#### GUARANTOR

PRINT NAME RONALD GREEN

☒ Ronald D. Green 1/30/98  
SIGNATURE DATE

PRINT NAME \_\_\_\_\_

☒ \_\_\_\_\_  
SIGNATURE DATE

PRINT NAME \_\_\_\_\_

☒ \_\_\_\_\_  
SIGNATURE DATE

PRINT NAME \_\_\_\_\_

☒ \_\_\_\_\_  
SIGNATURE DATE

#### WITNESS

PRINT NAME Eileen Haag

☒ Eileen Haag 1/30/98  
SIGNATURE DATE

PRINT NAME \_\_\_\_\_

☒ \_\_\_\_\_  
SIGNATURE DATE

PRINT NAME \_\_\_\_\_

☒ \_\_\_\_\_  
SIGNATURE DATE

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

X Ronald D. 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 RD  
(DATE) (INITIALS)

MST022

Duplicate - Credit Union

Exhibit D-2

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

TIMBERLAND FEDERAL CREDIT UNION  
Plaintiff

vs.

RONALD D. GREEN & BRENDA L. GREEN  
Defendants

No 02-856-CD

Precipe to Enter Judgment  
By Default

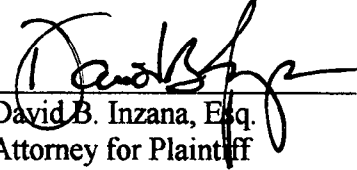
Precipe to Enter Judgment By Default

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/1:52 atty Inzana  
William A. Shaw pd 20.00  
Prothonotary  
Not to be  
Stat. to atty  
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	:	

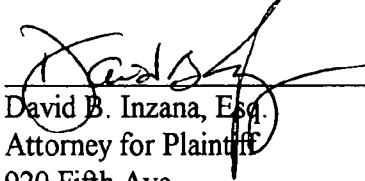
TO: Ronald D. Green

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
	:	DEFAULT
RONALD D. GREEN and BRENDA L. GREEN	:	
Defendants	:	

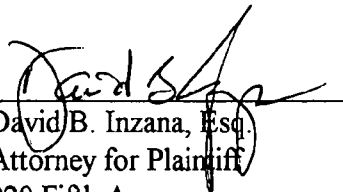
TO: Brenda L. Green

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 25<sup>th</sup> 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 15<sup>00</sup>  
Additional Defendant \_\_\_\_\_  
Deputy \_\_\_\_\_  
Return 2<sup>50</sup>  
60 Miles @ \$. 365 /Mi 21<sup>90</sup>  
Hours @ \$10.00/Hr \_\_\_\_\_  
TOTAL 39<sup>40</sup>

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

CONSTABLE RETURN

This will affirm that on the 25<sup>th</sup> day of June, 2002

I, the undersigned, did serve upon Ronald Green - accepted service for his wife: Brenda 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 15<sup>00</sup>  
Additional Defendant \_\_\_\_\_  
Deputy \_\_\_\_\_  
Return 25<sup>00</sup>  
60 Miles @ \$.365 /Mi 21<sup>90</sup>  
Hours @ \$10.00/Hr \_\_\_\_\_  
TOTAL 394<sup>00</sup>

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

COPY

Timberland Federal Credit Union  
Plaintiff

No. 02-856-CD

NOTICE

v.

Ronald D. Green & Brenda L. Green  
Defendants

IMPORTANT NOTICE

To the Defendants:

Please take notice that on this the 14th 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

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

COPY

Timberland Federal Credit Union  
Plaintiff

No. 02-856-CD

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** Piff pd. 20.00  
019:1261 No CC  
SEP 07 2007

William A. Shaw  
Prothonotary/Clerk of Courts

3 writs to Sheriff

(GK)

Christopher E. Mohney, Esquire  
Attorney for Plaintiff

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




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:   
(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**

013:2734  
FEB 26 2008

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

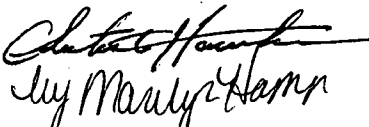
RETURN COSTS

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

**TIMBERLAND FEDERAL CREDIT  
UNION,**

**VS.**

**Defendants.**

NO. 2002-00856-C.D.

TO: RONALD D. GREEN and BRENDA L. GREEN

- 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.

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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:   
(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.

RONALD D. GREEN and BRENDA L.  
GREEN,

Defendants.

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:  
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:  
:  
:  
:

NO. 2002-00856-C.D.

**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 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:   
(Deputy)

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

: NO. 2002 – 00856 – C.D.  
:  
: TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
:  
: TYPE OF PLEADING: PRAECIPE  
: TO REINSTATE WRIT OF REVIVAL  
:  
: FILED 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

FILED

MAR 17 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Any pd.  
7.00

2 writs Reinstated

to Sheriff

CR

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

: NO. 2002 – 00856 – C.D.  
:  
: TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
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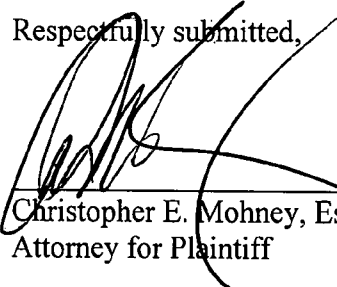
**PRAECIPE TO REINSTATE WRIT OF REVIVAL**

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.

Respectfully submitted,

BY:

  
\_\_\_\_\_  
Christopher E. Mohnhey, 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

**TIMBERLAND FEDERAL CREDIT  
UNION,**

**VS.**

**Defendants.**

## WRIT OF REVIVAL

~~(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

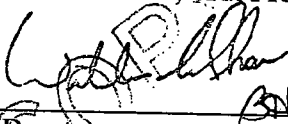
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

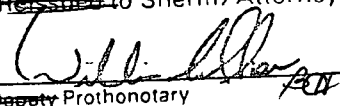
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE  
TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER  
LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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:   
(Deputy)

3/17/08 Document  
Reinstated/~~Reissued~~ to Sheriff/Attorney  
for service.  
  
Deputy Prothonotary



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

FILED

MAY 19 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

0/1:00/cur

William A. Shaw

Prothonotary/Clerk of Courts

2 clerk to court

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

TIMBERLAND	FEDERAL	CREDIT	:	NO. 2002 - 00856 - C.D.
UNION,			:	
			:	Type of Case:
	Plaintiff,		:	MORTGAGE FORECLOSURE
			:	
vs.			:	
			:	
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

Plaintiff

vs.

RONALD D. GREEN and BRENDA L.  
GREEN

Defendants

NO. 2002- 00856 -C.D.

**FILED**

01:26 p.m. GK

**MAY 21 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

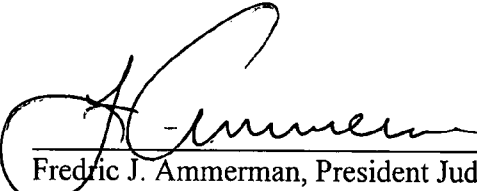
2cc ATTY MOHNEY  
1cc SHERIFF

612

**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. FSA

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  
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

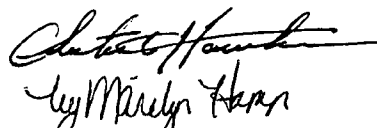
RETURN COSTS

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

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff



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

**FILED**  
JUN 23 2008  
m/s: 50/c  
William A. Shaw  
Prothonotary/Clerk of Courts  
NOTICE TO  
DEPTS.

TIMBERLAND FEDERAL CREDIT  
UNION,

Plaintiff(s),

VS.

RONALD D. GREEN and BRENDA L.  
GREEN,

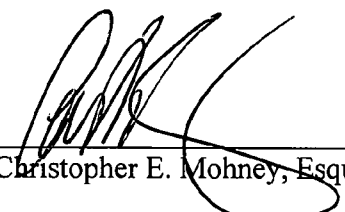
Defendants.

: 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


- |    |                  |             |
|----|------------------|-------------|
| 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 Praecipe 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. Mohny, Esquire

NOW, this 23<sup>rd</sup> day of JUNE, 2008, damages are assessed in the amount of \$17,959.86.

  
William A. Shaw, Prothonotary

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,	:	NO. 2002 - 00856 - C.D.
	:	
Plaintiff,	:	TYPE OF CASE:
	:	MORTGAGE FORECLOSURE
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**

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

**FILED**  
JUN 23 2008  
Prothonotary/Clerk of Courts  
William A. Shaw



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MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
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	25 East Park Avenue, Suite 6
	DuBois, PA 15801
	(814) 375-1044
One piece of ordinary mail addressed to:	
	<b>Ms. Brenda L. Green</b>
	820 Daisy Street
	Clearfield, PA 16830



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One piece of ordinary mail addressed to:	<b>Mr. Ronald D. Green</b> 820 Daisy Street Clearfield, PA 16830