

03-1265-CD
MOBILE CONSULTANTS, INC. vs. DOUGAS W. KILLER et al

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

vs.

DOUGLAS M. MILLER AND HEATHER
L. SHIMMEL A/K/A HEATHER L. MILLER

Defendants

No. 2003-1265-CD

COMPLAINT IN REPLEVIN

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02101499

FILED
AUG 25 2003
my 3:20/4
William A. Shaw
Prothonotary/Clerk of Courts
2 cent to SHFF

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

vs.

Civil Action No.

DOUGLAS M. MILLER AND HEATHER
L. SHIMMEL A/K/A HEATHER L. MILLER

Defendants

COMPLAINT IN REPLEVIN AND 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 an 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. OF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 111 Glamorgan Street, Alliance, Ohio 44601.
2. Defendants are adult individuals residing at RR1, Box 527 B, Osceola Mills, Clearfield County, Pennsylvania 16666.
3. Plaintiff is the holder of a Mobile Home Installment Sale Contract (hereinafter the "Contract") and Security Agreement secured by a mobile home duly executed and delivered by Defendants in favor of Family Mobile Homes, Inc. on or about March 8, 1995. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract and Security Agreement, Defendants took possession of the mobile home more particularly identified in the Contract as a 1995 Skyline, 64' x 14', Serial Number 2N11-0490H.
5. Family Mobile Homes, Inc. subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
6. Under the terms of the Contract, Defendants were to make One Hundred Eighty (180) consecutive monthly payments of \$189.32 beginning April 7, 1995.
7. The total principal amount due to Plaintiff pursuant to the Contract was \$35,818.00.

8. Plaintiff maintains a first lien on the aforesaid mobile home by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

9. Defendants are in default of the terms and conditions of the Contract because Defendants have failed to make the required monthly payments since February 19, 2003.

10. Plaintiff is entitled to immediate possession of said mobile home which Plaintiff holds a security interest in and any proceeds of the mobile home, including insurance proceeds by virtue of Defendants' default.

11. Defendants have made partial payment under the Contract leaving an unpaid balance in the amount of \$14,252.57 as of June 17, 2003.

12. Plaintiff avers that the Contract provides for finance charges at the rate of 10.99% per annum.

13. Plaintiff avers that finance charges from June 17, 2003 to July 17, 2003 amount to \$130.53.

14. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendants wrongfully remain in possession of the mobile home at the above-stated address.

15. By virtue of Defendants' default, Plaintiff has an immediate right to possession of the mobile home covered by the Security Agreement the value of which is \$18,435.84, plus continuing finance charges at the aforesaid rate of 10.99% per annum.

16. Under the terms of the Contract, Defendants have undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendants, Douglas M. Miller and Heather L. Shimmel a/k/a Heather L. Miller, jointly and severally, in Count I of this Complaint In Replevin, as follows:

A. For possession of the mobile home, more particularly identified as a 1995 Skyline, 64' x 14', Serial Number 2N11-0490H

COUNT II
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

17. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

18. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendants' default for the accelerated balance due under the Contract in the amount of \$14,383.10, plus appropriate additional finance charges at the rate of 10.99% per annum on the balance due from July 17, 2003 and costs.

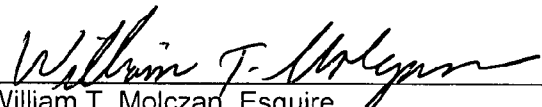
19. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

20. Plaintiff avers that such attorneys' fees amount to \$200.00 to date.

21. Contemporaneously hereunder, Defendants have been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendants, jointly and severally, in the amount of \$14,583.10 plus continuing finance charges at the aforesaid rate of 10.99% per annum from July 17, 2003, reasonable attorneys fees and expenses for retaking possession and costs.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.


William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:02101499

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

PENNSYLVANIA
MOBILE HOME INSTALLMENT SALE CONTRACT WITHOUT REAL ESTATE Date: March 8 1995 546 93 0544 104148

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you in your installment.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment.
10.99 %	\$ 17,411.60	\$ 16,666.00	\$ 34,077.60	\$ 35,818.00

Your Payment Schedule will be:

No. of Payments	Amount of Payment	When Payments Are Due
180	\$ 189.72	Monthly beginning April 7, 1995

Policy # 20.00

Less Charge: If a payment is late, you will be charged 2% of the payment which is late for each month, or part of a month greater than 30 days, but it remains unpaid.

Assignment: Commencing during your Mobile Home sale, you hereby assign to the lender all of the rights and interest in the Mobile Home and all other Contract documents for any additional information about the payment, default, any required repayment in full before the scheduled date and payment methods and a return address.

In this Contract, we are the **SELLER** Family Mobile Homes, Inc.
1681 E. Pleasant Valley Blvd., Altoona, Pa. 16602
 Name Douglas M. Miller Zip Code 16602
 You are the **BUYER** Heather L. Shimmel R.D.# 1 Box 5179 Osgood Mills, Pa. 16666
 Address Heather L. Shimmel R.D.# 1 Box 5179 Osgood Mills, Pa. 16666
 City Osgood Mills, Pa. State Pa. Zip Code 16666

PROVIDED JOINT AND SEVERABLE: There is more than one Buyer, each of the Buyers separately and together, to pay all sums due on this Contract.

You have agreed to the following terms:

If a balance is left owing on the vehicle you have traded in, the Seller will pay off this balance on your behalf. You warrant and represent to us that the trade-in is free from any liens, encumbrances or security interest, and is in good condition at the time of trading.

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained, subject to the Seller's right to cancel any policy issued and against liability on the basis of the Seller's right to cancel any policy issued. If you obtain property insurance through an insurance company, you shall provide to the Seller a copy of the policy. The Seller shall provide to the Buyer a copy of the policy. The Seller shall provide to the Buyer a copy of the policy.

Vehicle Home
 Physical Damage Ins. \$ 1,025.00 Term 60 Max. (Decreasing) \$ 0.00 Term Max.
 Comprehensive Ins. \$ 0.00 Term Max. (Decreasing) \$ 0.00 Term Max.
 Mobile Home \$ 0.00 Term Max. (Decreasing) \$ 0.00 Term Max.
 TOTAL \$ 1,025.00

CREDIT INSURANCE: Credit Life Insurance is not required to obtain credit, and will not be provided unless you sign below and agree to pay the cost of insurance. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance coverage of policy will not provide the maximum amount of insurance available.

Credit Life Insurance will be provided for the term of the credit, or be provided for 180 months.
 By signing, you select Single Credit Life Insurance. What is your age? 42 years.
 By signing, you select Joint Credit Life Insurance. What is your age? 42 years.
 Which costs? P/A

Signature of Buyer to be provided for Single Credit Life Insurance: Heather L. Shimmel
 Signature of Buyer to be provided for Joint Credit Life Insurance: Douglas M. Miller

REMARKS: You agree to purchase under the terms of this Contract, the following mobile home and its appliances, contents, equipment and fixtures, subject to the Seller's right to cancel this Contract.

MOBILE HOME Year and Manufacturer 1995 Skyline Length & Width 64' x 14' Color & Model White/Limited edition 2N11-049CH Serial Number 2N11-049CH

Equipped with Oil tank

ASSIGNMENT: We hereby assign this Contract and Security Agreement to the Assignee named in this section, which is the "Assignee." If at any time the Owner of the Contract assigns the Contract to a third party, the term that refers to each other assignee. After the Assignment, if a party has benefits of the Seller in this Contract and in the Security Agreement shall continue to be referred to by the Assignee. The Assignee is:

Bank One Promont 400 W. State Street Promont, OH 43420

CO-SIGNER: Any person signing the Co-Signer's Agreement below provides security and together with the Buyer, to pay all sums due on this Contract and to provide for the Buyer's benefit. The Co-Signer shall not be an owner of the Vehicle.

CO-SIGNER: Any person signing the Co-Signer's Security Agreement below gives a security interest in the Vehicle and agrees to provide security and together with the Buyer, to provide for the Buyer's benefit. The Co-Signer shall not be an owner of the Vehicle.

TERMS: The terms shown in the boxes above are part of this Contract.

PROCEED TO PAY: You agree to pay on the Total Sale Price for the Vehicle by making the Total Downpayment and paying to the Seller the amount of each payment on or before the date of each payment.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all obligations under this Contract, you give a security interest in the Vehicle, in all its contents, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may, without limitation, sell or otherwise dispose of the Vehicle, its contents, and any proceeds of the Vehicle, without notice to you, and without any obligation to account to you for the proceeds of the sale.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTAINS ON THE REVERSE SIDE, YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

SELLER: Family Mobile Homes, Inc. **BUYER:** Douglas M. Miller **DEAL:** 3-8-95
David C. Clark **BUYER:** Heather L. Shimmel **DEAL:** 3-8-95

CO-SIGNER'S AGREEMENT: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT. BEFORE SIGNING THIS AGREEMENT, YOU, THE PERSON (OR PERSONS) SIGNING BELOW AS "CO-SIGNER," PROMISE TO PAY TO US ALL SUMS DUE ON THIS CONTRACT AND TO PROVIDE ALL TO SECURE THE CONTRACT WITH THE BUYER, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any other demand for payment on the Buyer or assigned our security interest.

CO-SIGNER'S SIGNATURE: Heather L. Shimmel **CO-SIGNER'S SIGNATURE:** Douglas M. Miller

CO-SIGNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Signer," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Proceed to Pay" section. You are giving us the security interest to ensure we can enforce this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will be responsible for any deficiency which might be due after repayment and sale of the Vehicle.

CO-SIGNER'S SIGNATURE: Heather L. Shimmel **CO-SIGNER'S SIGNATURE:** Douglas M. Miller

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EXHIBIT
 11

** TOTAL PAGE.05 **

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

10.176
35086001500/322-001
2N110490H
MH
1995 SKYLINE
4821742401
4/04/95
4/04/95
4/04/95
EXEMPT

DOOMETER DISCLOSURE EXEMPT BY FEDERAL LAW
DOUGLAS H. MEYER
HEATHER L. SHUMMER
R. D. 1 BOX 5278
OSCEOLA HILLS, PA 17656

MARKING ADDRESS
BANK ONE FREMONT
031007
400 W STATE ST
FREMONT OH 43420

BRADLEY L. MALLORY
Secretary of Transportation

01495439

EXHIBIT
2

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

EXHIBIT

" 2 "

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating

to unsworn falsifications to authorities, that he/she is Levell M. Fiance
(Name)
Supervisor/Officer of Bank One, plaintiff herein, that
(Title) (Company)

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Levell M. Fiance
(Signature)

Wwr# 02101499

In The Court of Common Pleas of Clearfield County, Pennsylvania

MOBILE CONSULTANTS, INC. ATTORNEY IN FACT FOR BANK ONE

Sheriff Docket # 14475

VS.

03-1265-CD

MILLER, DOUGLAS M. & HEATHER L. SHIMMEL A/K/A

COMPLAINT N REPLEVIN

SHERIFF RETURNS

NOW AUGUST 27, 2003 AT 11:58 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON HEATHER L. SHIMMEL a/k/a HEATHER L. MILLER, DEFENDANT AT RESIDENCE, 40 MILLER LANE, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HEATHER MILLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW AUGUST 27, 2003 AT 11:58 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON DOUGLAS M. MILLER, DEFENDANT AT RESIDENCE, 40 MILLER LANE, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HEATHER MILLER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

Return Costs

Cost	Description
38.40	SHERIFF HAWKINS PAID BY: ATTY CK# 8094099
20.00	SURCHARGE PAID BY: ATTY CK# 8094100

Sworn to Before Me This

26th Day Of Sept. 2003



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins
Sheriff

FILED

09:27:01
SEP 26 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

No. 2003-1265-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

DOUGLAS M. MILLER AND
HEATHER L. SHIMMEL A/K/A HEATHER L. MILLER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED

WWR#02101499

OCT 29 2003

William A. Shaw
Prothonotary

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

vs.

Civil Action No. 2003-1265-CD

DOUGLAS M. MILLER AND
HEATHER L. SHIMMEL A/K/A HEATHER L. MILLER

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

COUNT I

Kindly enter Judgment against the Defendants, Douglas M. Miller and Heather L. Shimmel a/k/a Heather L. Miller, above named, in the default of an Answer as follows:

For possession of the vehicle, more particularly identified as a 1995 Skyline, 64' X 14', Serial Number 2N11-0490H.

COUNT II

Kindly enter Judgment against the Defendants, Douglas M. Miller and Heather L. Shimmel a/k/a Heather L. Miller, above named, in the default of an Answer, in the amount of \$14,951.94 as follows:

Amount claimed in Complaint	\$14,583.10
Interest from 7/17/03 to 10/09/03 at the contract interest rate of 10.99% per annum	\$368.84
TOTAL	\$14,951.94

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

William T. Molczan, Esquire

PA. I.D.#47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#02101499

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendants is: RR 1, Box 527 B, Oscelo Mills, PA 16666

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

vs.

Civil Action No. 2003-1265-CD

DOUGLAS M. MILLER AND
HEATHER L. SHIMMEL A/K/A HEATHER L. MILLER

Defendants

IMPORTANT NOTICE

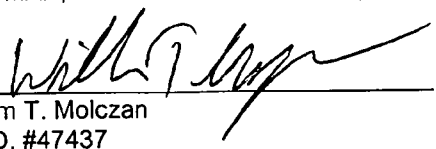
TO: Heather L. Shimmel a/k/a
Heather L. Miller
RR 1, Box 527 B
Osceola Mills, PA 16666

Date of Notice: 9/26/03

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.

LAWYER REFERRAL SERVICE
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #02101499

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

vs.

Civil Action No. 2003-1265-CD

DOUGLAS M. MILLER AND
HEATHER L. SHIMMEL A/K/A HEATHER L. MILLER

Defendants

IMPORTANT NOTICE


TO: Douglas M. Miller
RR 1, Box 527 B
Osceola Mills, PA 16666

Date of Notice: 9/26/03

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #02101499

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

William T. Molczan, Esquire

PA. I.D.#47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

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WWR#02101499

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

vs.

Civil Action No. 2003-1265-CD

DOUGLAS M. MILLER AND
HEATHER L. SHIMMEL A/K/A HEATHER L. MILLER

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
☒ Defendant
☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on October 29, 2003

☒ Assumpsit Judgment as to Count I for possession of the vehicle
more particularly identified as a 1995 Skyline, 64' X 14', Serial Number
2N11-0490H and Assumpsit Judgment in the amount of \$14,951.94 on
Count II plus costs.

☐ Trespass Judgment in the amount
of \$14,951.94 plus costs.

☐ If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

I hereby certify this to be a true
and attested copy of the original ☒
statement filed in this case.

OCT 29 2003

Attest.

William D. Shaw
Prothonotary/
Clerk of Courts

Entry of Judgment of

☐ Court Order
☐ Non-Pros
☐ Confession
☒ Default
☐ Verdict
☐ Arbitration
Award

Prothonotary

Heather L. Shimmel a/k/a
Heather L. Miller
RR 1, Box 527 B
Osceola Mills, PA 16666

By: *William D. Shaw*
PROTHONOTARY (OR DEPUTY)

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

vs.

Civil Action No. 2003-1265-CD

DOUGLAS M. MILLER AND
HEATHER L. SHIMMEL A/K/A HEATHER L. MILLER

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
☒ Defendant
☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on October 29, 2003

(xx) Assumpsit Judgment as to Count I for possession of the vehicle
more particularly identified as a 1995 Skyline, 64' X 14', Serial Number
2N11-0490H and Assumpsit Judgment in the amount of \$14,951.94 on
Count II plus costs.

☐ Trespass Judgment in the amount
of \$14,951.94 plus costs.

☐ If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT. 29. 2003

Attest.

William L. Miller
Prothonotary/
Clerk of Courts

(xx) Entry of Judgment of
☐ Court Order
☐ Non-Pros
☐ Confession
☒ Default
☐ Verdict
☐ Arbitration
Award

Prothonotary

Douglas M. Miller
RR 1, Box 527 B
Osceola Mills, PA 16666

By: *William L. Miller*
PROTHONOTARY (OR DEPUTY)

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

MOBILE CONSULTANTS, INC., ATTORNEY IN
FACT FOR BANK ONE, N.A.

Plaintiff

No. 2003-1265-CD

vs.

PRAECIPE FOR WRIT OF POSSESSION

DOUGLAS M. MILLER AND
HEATHER L. SHIMMEL A/K/A HEATHER L.
MILLER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#02101499

FILED

DEC 11 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

vs.

Civil Action No. 2003-1265-CD

DOUGLAS M. MILLER AND
HEATHER L. SHIMMEL A/K/A HEATHER L. MILLER

Defendants

PRAECIPE FOR WRIT OF POSSESSION

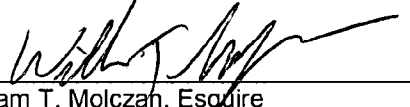
TO THE PROTHONOTARY:

Kindly issue a Writ of Possession in the above matter directed to the Sheriff of Clearfield County, PA...

1. To deliver possession of the mobile home more particularly identified as a 1995 Skyline 64' x 14',

Serial Number 2N11-0490-H.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

DATED: 12/19/03

WWR#01990542

FILED

Att. pd. 20.00

M/2:21 PM

DEC 11 2003 1 cc shf w/ 2 units

William A. Shaw
Prothonotary/Clerk of Courts

WAS

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

vs.

Civil Action No. 2003-1265-CD

DOUGLAS M. MILLER AND
HEATHER L. SHIMMEL A/K/A HEATHER L. MILLER

Defendants

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to: Mobile Consultants, Inc., Attorney In Fact for Bank One, N.A. Plaintiff(s)

being: (premises as follows):

1995 Skyline 64' x 14', Serial Number 2N11-0490H

(2) To satisfy the costs against the defendant(s), you are directed to levy upon any property of the defendant(s) and sell his/her (or their) interest therein.

Prothonotary

Willi L. Hays
Deputy

DATED: December 11, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14957

NO: 03-1265-CD

PLAINTIFF: MOBILE CONSULTANTS, INC. ATTORNEY IN FACT FOR BANK ONE, N.A.
vs.

DEFENDANT: MILLER, DOUGLAS M.

WRIT OF EXECUTION POSSESSION

SHERIFF RETURN

DATE RECEIVED WRIT: 12/11/2003

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/03/2006

DATE DEED FILED

PROPERTY ADDRESS RR 1, BOX 527B OSCEOLA MILLS , PA 16666

FILED

01/21/04
APR 03 2006

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

01/02/2004 @ 12:45 PM SERVED HEATHER L. SHIMMEL A/K/A HEATHER L. MILLER

SERVED HEATHER L. SHIMMEL. A/K/A HEATHER L. MILLER, DEFENDANT, AT HER RESIDENCE RR 1, BOX 527B, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HEATHER L. MILLER

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

01/02/2004 @ 12:45 PM SERVED DAVID M. MILLER

SERVED DAVID M. MILLER, DEFENDANT, AT HIS RESIDENCE RR 1, BOX 527B, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HEATHER L. SHIMMEL A/K/A HEATHER L. MILLER, WIFE/CO DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, MAY 28, 2004 RECEIVED A FAX LETTER TO STAY ALL PROCEEDINGS ON THE EXECUTION.

@ SERVED

NOW, APRIL 3, 2006 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14957

NO: 03-1265-CD

PLAINTIFF: MOBILE CONSULTANTS, INC. ATTORNEY IN FACT FOR BANK ONE, N.A.

VS.

DEFENDANT: MILLER, DOUGLAS M.

WRIT OF EXECUTION POSSESSION

SHERIFF RETURN

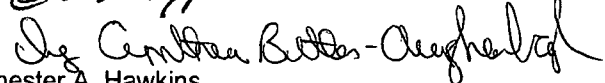
SHERIFF HAWKINS \$57.00

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

MOBILE CONSULTANTS, INC., ATTORNEY
IN FACT FOR BANK ONE, N.A.

Plaintiff

vs.

Civil Action No. 2003-1265-CD

DOUGLAS M. MILLER AND
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being: (premises as follows):

1995 Skyline 64' x 14', Serial Number 2N11-0490H

(2) To satisfy the costs against the defendant(s), you are directed to levy upon any property of the defendant(s) and sell his/her (or their) interest therein.

Prothonotary

William L. Hagan
Deputy

DATED: December 11, 2003

Received December 11, 2003 @ 3:00 P.M.
Chester A. Hawkins
by Cynthia Butler-Aughanbaugh

WELTMAN, WEINBERG & REIS Co., L.P.A.

ATTORNEYS AT LAW

2718 Koppers Building, 436 Seventh Ave.

Pittsburgh, Pennsylvania 15219

Main Phone: 412.434.7955

Fax Number: 412.434.7959

www.weltman.com

Fax Transmittal

Date: 5/28/2004 No. of Pages: 1
To: Cindy Fax Number: (714) 745-0915
From: Kathy Direct Line: (412) 338-7103

Comments

RE: Douglas Miller
#2003-1265-CD

Please stay all proceedings on
the above matter immediately.
Thanks!



Burlington, NJ • Cincinnati, OH • Cleveland, OH • Columbus, OH • Detroit, MI • Philadelphia, PA

CONFIDENTIALITY NOTICE

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TOTAL P.01