

04-1121-CD  
GREEN TREE CONSUMER DISCOUNT CO VS LEROY P SHAW, et al

2004-1121-CD  
Green Tree vs Leroy Shaw et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

No. 2004-1121-C0

Plaintiff,

Complaint in Civil Action - Replevin

v.

Leroy P. Shaw and Norma J. Shaw,  
Defendants.

Filed on behalf of:  
Green Tree Consumer Discount  
Company f/k/a Conseco Finance  
Consumer Discount Company

Counsel of Record for this Party:

Erin P. Dyer, Esquire  
PA ID Number: 52748  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

**FILED**

JUL 26 2004

WMA 2:45pm  
William A. Shaw  
Prothonotary

2 cent to Staff,  
1 cent to Party

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No.
	)	
Plaintiff,	)	Complaint in Replevin
	)	
v.	)	
	)	
Leroy P. Shaw and Norma J. Shaw,	)	
	)	
Defendants.	)	
	)	

NOTICE

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS NOTICE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No.
	)	
Plaintiff,	)	THIS FIRM IS A DEBT COLLECTOR
	)	ATTEMPTING TO COLLECT A DEBT AND
v.	)	ANY INFORMATION OBTAINED WILL BE
	)	USED FOR THAT PURPOSE. IF YOU HAVE
Leroy P. Shaw and Norma J. Shaw,	)	PREVIOUSLY RECEIVED A DISCHARGE IN
	)	BANKRUPTCY AND THIS DEBT WAS NOT
Defendants.	)	REAFFIRMED, THIS NOTICE IS NOT AND
	)	SHOULD NOT BE CONSTRUED TO BE AN
	)	ATTEMPT TO COLLECT A DEBT, BUT
	)	ONLY ENFORCEMENT OF A LIEN AGAINST
	)	PROPERTY.

**COMPLAINT**

**COUNT I - REPLEVIN**

AND NOW, comes Green Tree Consumer Discount Company f/k/a Conseco Finance Consumer Discount Company, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. Green Tree Consumer Discount Company f/k/a Conseco Finance Consumer Discount Company, hereinafter referred to as "Plaintiff" or "Green Tree," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at Stonewood Commons III, 105 Bradford Road, Suite 200, Wexford, PA 15090.

2. Leroy P. Shaw and Norma J. Shaw, hereinafter referred to as "Defendants," are individuals whose last known address is 160 Oak Point Drive, West Decatur, PA 16878.

3. On or about August 1, 2001, Defendants purchased a 2001 Fleetwood Suncrest Manufactured Home, Serial Number PAFLY22AB47887SC13, (the "Mobile Home"), from Family Mobile Homes, Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Seller assigned its interest in the Security Agreement to Plaintiff. Plaintiff perfected its security interest in said Mobile Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

5. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the new name of the corporation is Green Tree Consumer Discount Company.

6. Plaintiff avers that the approximate retail value of said Mobile Home is \$51,000.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

7. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of July 15, 2004, the Defendants' payments of interest and principal were in arrears in the amount of \$4,401.91. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of July 15, 2004, is \$52,842.97.

8. Plaintiff provided Defendants with thirty (30) days notice of intent to repossess the Mobile Home. A true and correct copy of the notice of intent to repossess the Mobile Home is attached hereto as Exhibit "C."

9. Defendants failed to cure the default or return the Mobile Home upon Plaintiff's demand.

10. Plaintiff avers that under the terms of the Security Agreement and Pennsylvania law it is now entitled to immediate possession of said Mobile Home.

11. The Security Agreement provides that in the event of default, Defendants will pay:

- a. the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;
- b. court costs and disbursements; and
- c. costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

12. In order to bring this action Green Tree Consumer Discount Company f/k/a Conseco Finance Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company f/k/a Conseco Finance Consumer Discount Company, requests:

a) judgment against Defendants to recover the Mobile Home, plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.

## **COUNT II - DAMAGES**

By way of separate and alternative pleading, Plaintiff, Green Tree Consumer Discount Company f/k/a Conseco Finance Consumer Discount Company, alleges the following:

13. Paragraphs 1 through 12 of this Complaint are incorporated herein by reference as though fully set forth.

14. This Count is brought in the alternative to the relief sought in Count I.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company f/k/a Conseco Finance Consumer Discount Company, requests:

a) judgment against Defendants in the amount of \$52,842.97 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and

transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.



---

Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Plaintiff  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

VERIFICATION

Carmine M. Amelio, Regional Manager and duly authorized representative of Green Tree Consumer Discount Company, deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing are true and correct to the best of his knowledge, information and belief.

GREEN TREE CONSUMER DISCOUNT COMPANY

  
Carmine M. Amelio, Regional Manager

73328833

8/11/01

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT  
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)

Date August 1, 2001

SELLER: SHAW, NORMA J.

BUYER: SHAW, LEROY P., RD#1 BOX 60E, WEST DECATUR, PA 16878

SELLER: FAMILY MOBILE HOMES, INC., 1683 E PLEASANT VALLEY BLVD, ALTOONA, PA 16602

ASSIGNEE: COXSECO FINANCE CONSUMER DISCOUNT COMPANY, 105 BRADFORD RD SUITE 200, WEXFORD, PA 15090

## FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit provided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my purchase on credit, including my down payment of \$ 5276.00 )
12.00 %	\$ 128234.40	\$ 47442.00	\$ 175676.40	\$ 180952.40

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	487.99	Monthly beginning 09/15/01 (estimate)

LPS  
NFS

**SECURITY:** I am giving a security interest in:  N/A Real property located at:  N/A  
 The goods or property being purchased.  N/A Other (Describe):  N/A

**FILING FEES:** \$ 27.50. **LATE CHARGE:** If a payment is more than 15 days late, I will be charged \$5.00 or 5.0% of the unpaid amount of the installment, whichever is less.

**PREPAYMENT:** If I pay off early, I  N/A may  XX will not be charged a prepayment penalty.

**ASSUMPTION:** Someone buying my home  XX may, subject to conditions,  N/A will not be allowed to assume the remainder of the Contract on the original terms. See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. "e" means an estimate.

## BUYER RESTRICTIONS: If I do not meet this Contract's obligations, I may lose the property that I bought in this sale.

## ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including Taxes of)	\$ .00	\$ 52690.50
2. Gross Trade-in .....	\$ .00	
Less Amount Owed on Trade-In	\$ .00	
Net Trade-in .....	\$ .00	
Description: Make		
Year 0000	Size 00 X 00	
3. Cash Down Payment ....	\$ 5276.00	
4. Total Down Payment .....	\$ 5276.00	
5. Unpaid Balance of Cash Sale Price (1 - 4) ... + \$	47414.50	
6. Paid to Public Officials .....	+ \$ 27.50	
7. Paid to Insurance Companies .....	+ \$ .00	
8. Paid to Appraiser .....	+ \$ .00	
9. *Amounts Paid to Others On My Behalf*:		
a. Paid to .....	+ \$ .00	
b. Paid to .....	+ \$ .00	
c. Paid to .....	+ \$ .00	
d. Paid to .....	+ \$ .00	
e. Paid to .....	+ \$ .00	
10. Principal Balance(5+6+7+8+9 a-e) .... + \$	47442.00	
11. Prepaid Finance Charges .....	- \$ .00	
12. Amount Financed (10 - 11) .....	\$ 47442.00	

\*Seller, Assignee, and/or their affiliates may receive commissions or other compensation from businesses to whom these charges are due.

## PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

\$ .00 for insurance protection for a term of 100 years.  
 N/A Comprehensive (\$ .00 deductible)  
 N/A Flood  
 N/A Liability  
 N/A Other  
 N/A Vendor's Single Interest

OPTIONAL CREDIT LIFE  
AND DISABILITY INSURANCE

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

N/A Single Credit Life Insurance	\$ .00
N/A Joint Credit Life Insurance	\$ .00
N/A Single Credit Disability Insurance	\$ .00
Total	\$ .00

X

Signature of Buyer(s) Insured \_\_\_\_\_ Date \_\_\_\_\_

## CONTRACT AND SECURITY AGREEMENT

1. **DEFINITIONS:** "I," "me," or "my" means the Buyer(s). "You" or "your" means the Seller and also the Assignee (after the Contract is assigned by Seller). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home, the real property described on page 1, if applicable; and any other property described on page 1 or below. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement and separate Deed of Trust or Mortgage, if applicable.

NEW OR USED	YEAR AND MAKE	Manufactured Home		SIZE
		MODEL	SERIAL NUMBER	
N	2001 FLEETWOOD HOMES	SUNCREST	PABLY22AB47887-SC13	28 X 56
	Stove	Refrigerator	Washer	Dryer
				X Air Conditioner
Other (Describe)				Wheels/Axles

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.  
 3. **SECURITY INTEREST:** I give you a security interest in the Manufactured Home and any property added to it or attached. The purpose for giving this security interest is to secure my obligation under this Contract. Unless otherwise stated in this Contract, there are no prior liens on the Manufactured Home. I also grant you a security interest in any interest I may have in proceeds and premium ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. Only the counterpart labeled "original" may create a security interest in chattel paper according to the Uniform Commercial Code definition in effect in Pennsylvania.

4. **PAYMENTS AND LATE CHARGE:** I will pay you U.S. \$ 47442.00 (the "Principal Balance" as shown on page 1), plus interest at the annual rate(s) shown below according to the payment schedule set forth on page 1, plus other amounts as agreed and allowed by law. It is not your intention to charge any amount which is not allowed by law, but should such amount be charged inadvertently, you will refund it to the Contract balance. I also agree to pay a late charge for late payment as shown on page 1.  
 5. **NSF FEE:** If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of N/A

6. **PREPAYMENT:** I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A

WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.  
 7. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The annual interest rate(s) is/are 12.00 % per annum

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

8. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

9. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste;

sell, lease or otherwise transfer the Manufactured Home; (c) not move, use illegally, the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

10. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to do in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for required to purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

**11. DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) **Acceleration:** You can require me to immediately pay you the entire remaining balance of this Contract; and/or (b) **Repossession:** You can repossess the Manufactured Home. Once you get possession of the Manufactured Home, you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

**12. CURE OF DEFAULT:** I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the notice of default. To cure the default, I must pay:

- (a) all amounts which would have been due in the absence of default and acceleration,
- (b) reasonable attorney's fees plus court costs and actual out-of-pocket expenses as described in paragraph 14,
- (c) any late charges that are due, and
- (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale, and
- (e) perform any other obligations under default.

I must also perform any other obligation I would have had to perform in the absence of default. I have the right to cure a default up to three (3) times in any calendar year.

**13. NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

**14. ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

**15. NAME AND LOCATION:** My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

**16. ASSUMPTION:** If the Creditor's policies in effect at the time permit, an assumption of this Contract by another qualified party may be considered. All assumptions are at the Creditor's sole discretion and will be subject to the conditions that are in effect at the time the assumption is requested. All conditions are determined solely by the Creditor and are subject to change at anytime without notice.

**17. MISCELLANEOUS PROVISIONS:** This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. To the extent allowed by law, I waive the benefit of my homestead and personal property exemptions as to this Contract. My waiver applies only to the property securing the payment of this Contract. Any provisions that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5801 et seq. (Chapter 58; Decedants, Estates and Fiduciaries Code). By exercising any of your rights under this Contract, you do so for your sole benefit. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction. If I purchase credit insurance or other elective product with the proceeds of the Contract, and such product is later cancelled and a refund owed, you will credit such refund against the principal balance of the Contract.

**18. ARBITRATION:** All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereto to the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment, or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

**19. ADDITIONAL TERMS:**

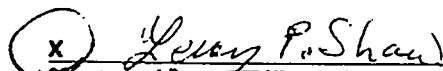
This Contract will not be accepted by the Assignee for assignment until all documentation relating to it has been received by, reviewed by, and accepted by the Assignee.

## ADDITIONAL TERMS (con't from page 3):

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BUYER: 1. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE BOX ON PAGE 1.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

 08/01/01  08/01/01  
 Signature of Buyer LEROY P. SHAW Date Signature of Buyer NORMA J. SHAW Date

**ASSIGNMENT BY SELLER**

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

IN ADDITION TO THE ABOVE, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

FAMILY MOBILE HOMES, INC.

Date: 08/01/01

(Seller)

President

By:  Title: \_\_\_\_\_  
 A. Without Recourse  B. Limited Recourse  C. Repurchase  D. With Recourse  E. Limited Repurchase  
 \_\_\_\_\_ Payments



AL, AZ, AR, CT, DE, DC, FL, GA, IA (LH PMM), ID, IL, IN, KY, LA, MA (LH), MD, ME (LH First Liens), MI, MN, MO (LH First Liens), MS, MT, NE, NV, NH, NJ (HO), NM, NY, NC, ND, OH, OK, OR, PA (HO), RI, SD, TN, TX (HO), UT, VT, VA, WA, WI (LH First Liens), WV (LH), WY

**NOTICE OF DEFAULT  
AND  
RIGHT TO CURE DEFAULT**

Date of Notice: 6-30-03

Certified Mail Receipt No.

**LEROY P SHAW  
RD1 BOX 60E  
WEST DECATUR, PA 16878**

Conseco Finance  
105 BRADFORD RD SUITE 200  
WEXFORD, PA 15090  
1-800-245-1340

Account No.: 73328733

Creditor: CONSECO FINANCE COMSUMER DISCT. CO.

Credit Transaction: MANUFACTURED HOME ACCOUNT

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the postmarked date of this Notice.

If you correct the default, you may continue with the contract as thought you did not default.

Your default consists of: 3 payments (plus NA in fees and charges) totaling \$1094.77

**Cure of default:** Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$1094.77 which consists of \$1094.77 for past due payments and NA for late charges, or by doing the following: NA.

**Creditor's rights:** If you do not correct your default in the time allowed, the creditor may exercise its rights against you under the law by taking legal action to repossess or foreclose on its collateral.

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of \$49438.39 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.

If you have questions, write Conseco Finance at the above address or call the number provided.

If this default was caused by your failure to make a payment of payments, and you want to pay by mail, send a cashier's check or money order. Do not send cash. Other payment arrangements may be made by contacting Conseco Finance.

AL, AZ, AR, CT, DE, DC, FL, GA, IA (LH PMM), ID, IL, IN, KY, LA, MA (LH), MD, ME (LH First Liens), MI, MN, MO (LH First Liens), MS, MT, NE, NV, NH, NJ (HO), NM, NY, NC, ND, OH, OK, OR, PA (HO), RI, SD, TN, TX (HO), UT, VT, VA, WA, WI (LH First Liens), WV (LH), WY

**NOTICE OF DEFAULT  
AND  
RIGHT TO CURE DEFAULT**

Date of Notice: 6-30-03

Certified Mail Receipt No.:

**NORMA J SHAW  
RD1 BOX 60E  
WEST DECATUR, PA 16878**

**Conseco Finance  
105 BRADFORD RD SUITE 200  
WEXFORD, PA 15090  
1-800-245-1340**

Account No.: 73328733

Creditor: CONSECO FINANCE COMSUMER DISCT. CO.

Credit Transaction: MANUFACTURED HOME ACCOUNT

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the postmarked date of this Notice.

If you correct the default, you may continue with the contract as thought you did not default.

**Your default consists of: 3 payments (plus NA in fees and charges) totaling \$1094.77**

**Cure of default:** Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$1094.77 which consists of \$1094.77 for past due payments and NA for late charges, or by doing the following: NA.

**Creditors rights:** If you do not correct your default in the time allowed, the creditor may exercise its rights against you under the law by taking legal action to repossess or foreclose on its collateral.

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of \$49438.39 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.

If you have questions, write Conseco Finance at the above address or call the number provided.

If this default was caused by your failure to make a payment of payments, and you want to pay by mail, send a cashier's check or money order. Do not send cash. Other payment arrangements may be made by contacting Conseco Finance.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount ) CIVIL DIVISION  
Company f/k/a Conseco Finance )  
Consumer Discount Company, ) No. 2004 - 1121 - CD  
Plaintiff, )  
v. )  
Leroy P. Shaw and Norma J. Shaw, )  
Defendants. )

Refiled  
FILED Atty pd. 30.00  
m/14/04 SEP 10 2004 No CC  
Notice to  
William A. Shaw  
Defendants  
Prothonotary/Clerk of Courts

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter Judgment by Default in favor of Plaintiff Green Tree Consumer Discount Company f/k/a Conseco Finance Consumer Discount Company and against Defendants Leroy P. Shaw and Norma J. Shaw for their failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendants were served with the Complaint on August 2, 2004 and their answer was due to be filed on August 23, 2004.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendants at their last known address and to their attorney of record, if any, on August 24, 2004 which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 2001 Fleetwood Suncrest Manufactured Home, Serial Number PAFLY22AB47887SC13, that being the relief demanded in the Complaint.



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Green Tree  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

Attachments:      Ten Day Notice -- Exhibit "A"  
                            Affidavit of Non-Military Service & Last Known Address

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No. 2004 - 1121 - CD
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Leroy P. Shaw and Norma J. Shaw,	)	
	)	
Defendants.	)	
	)	
	)	

**Certificate of Mailing**

Leroy P. Shaw  
160 Oak Point Drive  
West Decatur, PA 16878

**Certificate of Mailing**

Norma J. Shaw  
160 Oak Point Drive  
West Decatur, PA 16878

Date of Notice: August 24, 2004

**IMPORTANT NOTICE**

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

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982



---

Erin P. Dyer, Esquire  
Attorney for Plaintiff  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Green Tree Consumer Discount ) CIVIL DIVISION  
Company f/k/a Conseco Finance )  
Consumer Discount Company, ) No. 2004 - 1121 - CD  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Leroy P. Shaw and Norma J. )  
Shaw, )  
 )  
Defendants. )  
 )  
 )

AFFIDAVIT OF NON-MILITARY SERVICE & LAST KNOWN ADDRESS

ERIN P. DYER, Attorney, being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the within Plaintiff, being so authorized avers that Defendants' place of residence is 160 Oak Point Drive, West Decatur, PA 16878, and that they are not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, *et seq.* This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Green Tree  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA



Green Tree Consumer Discount	)	CIVIL DIVISION
Company f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No. 2004 - 1121 - CD
	)	
Plaintiff,	)	
	)	
V.	)	
	)	
Leroy P. Shaw and Norma J.	)	
Shaw,	)	
	)	
Defendants.	)	
	)	
	)	
Leroy P. Shaw		Norma J. Shaw
160 Oak Point Drive		160 Oak Point Drive
West Decatur, PA 16878		West Decatur, PA 16878

**NOTICE**

Pursuant to the requirements of Pa. R.C.P. 236, you are hereby notified that:

**JUDGMENT BY DEFAULT** has been entered against you in the above proceeding.

*9/10/04*  
\_\_\_\_\_  
Prothonotary of Clearfield County

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

GREEN TREE CONSUMER DISCOUNT COMPANY

VS.

SHAW, LEROY P. & NORMA J.

**COMPLAINT IN REPLEVIN**

Sheriff Docket #

16012

04-1121-CD

**SHERIFF RETURNS**

---

NOW AUGUST 2, 2004 AT 9:29 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON NORMA J. SHAW, DEFENDANT AT RESIDENCE, 160 OAK POINT DRIVE, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NORMA J. SHAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

---

NOW AUGUST 2, 2004 AT 9:29 AM SERVED THE WITHIN COMPLAINT IN REPELVIN ON LEROY R. SHAW, DEFENDANT AT RESIDENCE, 160 OAK POINT DRIVE, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NORMA SHAW, 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
40.50	SHERIFF HAWKINS PAID BY:ATTY CK# 3112
20.00	SURCHARGE PAID BY: ATTY CK# 3113

---

Sworn to Before Me This

17<sup>th</sup> Day Of Aug 2004  
William A. Shaw

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

So Answers,

*Chester Hawkins*  
*by Marilynn Hupp*  
Chester A. Hawkins  
Sheriff

**FILED**  
02:50 pm \$  
AUG 17 2004  
EPP

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Green Tree Consumer Discount ) CIVIL DIVISION  
Company f/k/a Conseco Finance )  
Consumer Discount Company, ) No. 2004 - 1121 - CD  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Leroy P. Shaw and Norma J. )  
Shaw, )  
 )  
Defendants. )

FILED *1cc06*  
*m/15/2004* *writs to Sheriff*  
SEP 10 2004 *Atty pd*  
*20.00*

William A. Shaw  
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF POSSESSION

To the Prothonotary, kindly issue Writ of Possession in the above matter and direct the Sheriff of Clearfield County to:

1. Deliver possession of the following described property to Green Tree Consumer Discount Company f/k/a Conseco Finance Consumer Discount Company:

2001 Fleetwood Suncrest Manufactured Home, Serial Number PAFLY22AB47887SC13.

2. Inform Leroy P. Shaw and Norma J. Shaw that they have ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 2001 Fleetwood

Suncrest Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. Levy upon any property of Leroy P. Shaw and Norma J. Shaw remaining after the above-mentioned time period and sell their interest therein.

125.00 Prothonotary costs



---

Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Green Tree  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

*COPY*

Green Tree Consumer Discount	)	CIVIL DIVISION
Company f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No. 2004 - 1121 - CD
	)	
Plaintiff,	)	Writ of Possession
	)	
V.	)	
	)	
Leroy P. Shaw and Norma J.	)	
Shaw,	)	
	)	
Defendants.	)	
	)	
	)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA	)	
	)	ss
COUNTY OF CLEARFIELD	)	

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

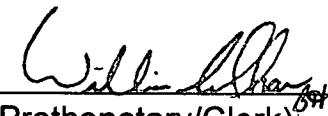
2001 Fleetwood Suncrest Manufactured Home, Serial Number  
PAFLY22AB47887SC13.

2. You are directed to inform Leroy P. Shaw and Norma J. Shaw that they have ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 2001 Fleetwood Suncrest Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against Leroy P. Shaw and Norma J. Shaw, you are directed to levy upon any property of Leroy P. Shaw and Norma J. Shaw remaining after the above-mentioned time period and sell their interest therein.

125.00 Prothonotary costs

  
(Prothonotary/Clerk)

---

(Deputy)

Seal of the Court:

Date September 10, 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16375

NO: 04-1121-CD

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY F/K/A CONSECO FINANCE CONSUMER DISCOUNT  
CO  
vs.  
DEFENDANT: SHAW, LEROY P.

WRIT OF EXECUTION POSSESSION

**SHERIFF RETURN**

DATE RECEIVED WRIT: 09/10/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO AND AMOUNT

SOLD TOTAL AMOUNT PLUS COSTS

WRIT RETURNED 03/13/2006

**SERVICES**

10/14/2004 @ 11:50 AM SERVED LEROY P. SHAW

SERVED, LEROY P. SHAW, DEFENDANT, AT HIS RESIDENCE 160 OAK POINT DRIVE, WEST DECATUR,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NORMA J. SHAW, WIFE/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING  
KNOWN TO HIM / HER THE CONTENTS THEREOF.

10/14/2004 @ 11:50 AM SERVED NORMA J. SHAW

SERVED, NORMA J. SHAW, DEFENDANT, AT HER RESIDENCE 160 OAK POINT DRIVE, WEST DECATUR,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NORMA J. SHAW

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING  
KNOWN TO HIM / HER THE CONTENTS THEREOF.

FILED  
10/14/2006  
MAR 14 2006  
JW  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16375

NO: 04-1121-CD

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY F/K/A CONSECO FINANCE CONSUMER DISCOUNT  
CO  
vs.  
DEFENDANT: SHAW, LEROY P.

WRIT OF EXECUTION POSSESSION

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$56.25

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by Cynthia Butler - Dephonbray  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

Green Tree Consumer Discount ) CIVIL DIVISION  
Company f/k/a Conseco Finance )  
Consumer Discount Company, ) No. 2004 - 1121 - CD  
)  
Plaintiff, ) Writ of Possession  
)  
v. )  
)  
Leroy P. Shaw and Norma J. )  
Shaw, )  
)  
Defendants. )  
)  
)

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss  
COUNTY OF CLEARFIELD )

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

2001 Fleetwood Suncrest Manufactured Home, Serial Number  
PAFLY22AB47887SC13.

2. You are directed to inform Leroy P. Shaw and Norma J. Shaw that they have ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 2001 Fleetwood Suncrest Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against Leroy P. Shaw and Norma J. Shaw, you are directed to levy upon any property of Leroy P. Shaw and Norma J. Shaw remaining after the above-mentioned time period and sell their interest therein.

125.00

Prothonotary costs

  
(Prothonotary/Clerk)

---

(Deputy)

*Seal of the Court:*

Date September 10, 2004

L:\Green Tree\Shaw, Leroy & Norma\DJ WP.wpd

Received September 10, 2004 @ 3:30 P.M.

Chester A. Hawkins  
by Amherst Butler - Aughentceagh