

04-1232-CD  
CONSECO FINANCE CORPORATION VS TIMOTHY R. WILLIAMS, et al

Green Tree vs Timothy Williams et al  
2004-1232-CD

FILED <sup>E.6K</sup> 2cc Shff  
m/12:54/84 Atty pd.  
AUG 12 2004 085.00

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: Drew S. Dorfman, Esquire

Identification No. 15753

Krista Frankina Fiore, Esquire

Identification No. 82392

United Plaza - 30 South 17<sup>th</sup> Street, 18th Floor  
Philadelphia, PA 19103  
(215) 893-9300

William A. Shaw  
Prothonotary/Clerk of Courts

Attorney for Plaintiff

**CONSECO FINANCE CORPORATION**

800 Landmark Towers, L800A

345 St. Peter Street

St. Paul Minnesota 55102 v.

**TIMOTHY R. WILLIAMS and**

**CYNTHIA LOU WILLIAMS**

RD #1 Box 357

West Decatur, Pennsylvania 16878

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

NO. 04-1232-CD

Dec 23, 2004 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

**MORTGAGE FORECLOSURE COMPLAINT**

*[Signature]*  
Deputy Prothonotary

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16830  
TELEPHONE: (814) 765-2641

**AVISO**

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LA PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. HACE FALTA ASENTAR UNA COMPARESENCIA ESCRITA O EN PERSONA O CON UN ABOGADO Y ENTREGARA LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE CONTINUAR LA DEMANDA EN CONTRA SUYA SIN PREVIO AVISO O NOTIFICACION. ADEMAS, LA CORTE PUEDE DECIDIR A VAFOR DEL DEMANDANTE Y REQUIERE QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES U OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16830  
TELEPHONE: (814) 765-2641

1. Plaintiff Conseco Finance Corporation ("Plaintiff") is a corporation with its principal place of business located at 800 Landmark Towers, L800A, 345 St. Peter Street, St. Paul Minnesota 55102, and authorized to do business in Pennsylvania.

2. Plaintiff is the successor corporation to Green Tree Consumer Discount Company.

3. Defendants are Timothy R. Williams and Cynthia Lou Williams ("Defendants"), adult individuals and husband and wife, with a principal residence at RD #1 Box 357, West Decatur, Pennsylvania 16878.

4. On or about May 13 1998, Defendants executed a Universal Note or Manufactured Home Retail Installment Contract and Security Agreement ("the Note") in the original principal sum of \$37,765.75 to evidence Defendants' obligation to Plaintiff for the purchase price of the subject property. A true and correct copy of the Note is attached hereto as Exhibit "A".

5. As security for Defendants' obligation to Plaintiff, Defendants executed a mortgage dated May 8, 1998 in the original principal sum of \$37,765.75 on the real property known as at RD #1 Box 357, West Decatur, Pennsylvania 16878 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto as Exhibit "B".

6. The Mortgage is valid, enforceable and was duly recorded of record on May 19, 1998 with the Clearfield County Department of Records, Department of Records in Mortgage Book Volume 1933 and Page 406.

7. The real property which is the subject of the Mortgage is generally known as at RD #1 Box 357, West Decatur, Pennsylvania 16878 and is more particularly described in the Mortgage.

8. Defendants are the real owners of the real property which is subject to the Mortgage.

9. Defendants have defaulted under the Note and the Mortgage by their failure to make payments of the principal, interest and insurance due.

10. Pursuant to the Note and the Mortgage and by reason of Defendants' default, the following amounts are currently due and owing to Plaintiff by Defendants:

2/10/03 - \$19.41

3/10/03 - \$353.23

4/10/03 - \$353.23

5/10/03 - \$353.23

6/10/03 - \$353.23

7/10/03 - \$353.26

8/10/03 - \$333.74

9/10/03 - \$333.64

10/10/03 - \$333.74

11/10/03 - \$353.23

12/10/03 - \$353.23

1/10/04 - \$353.23

2/10/04 - \$353.23

3/10/04 - \$381.73

4/10/04 - \$381.73

5/10/04 - \$381.04

6/10/04 - \$381.73

7/10/04 - \$381.73

Late charges 67.51

Attorney's Collection Fee

Additional interest from  
7/10/04 to date of payment  
(to be added)

Additional late charges from  
7/10/04 to date of payment at  
(to be added)

Additional costs from 7/10/04  
to date of payment (to be added)

Total (exclusive of costs,  
additional late charges  
and interest)

**\$5,746.17**

Interest continues to accrue each day the principal remains unpaid.

11. By the terms of the Mortgage, Plaintiff reserves the right to pay taxes or other liens affecting the real property, which taxes or liens when paid by Plaintiff are to be added to the amount due on the Note and the Mortgage. Plaintiff may be required to pay such taxes or liens during the pendency of this action and will demand that such payments so made be added to the total debt due and owing.

12. Pursuant to Note, Five Thousand, Seven Hundred and Forty-Six Dollars and Seventeen Cents (\$5,746.17) is currently due and owing plaintiff from Defendants and despite demand, Defendants have failed to pay the amount due.

13. The notice provisions of §403 of Act No. 6 of the 1974 Session of the General Assembly of the Commonwealth of Pennsylvania 41 P.S. §403 ("Act 6") has been satisfied, and a copy of such notice is attached as Exhibit "C".

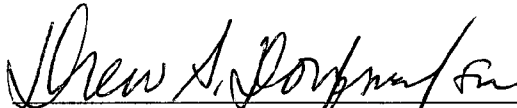
14. The notice provisions of Act IV-C of the Housing Finance Law, 35 P.S. §1680.402c, et seq. ("Act 91") have been complied with, and a copy of such notice is attached hereto, made a part hereof, and marked as Exhibit "D".

15. Plaintiff also seeks an attorney collection fee in the amount of \$2,000.00 and continuing.

WHEREFORE, Plaintiff requests judgment in Mortgage Foreclosure be entered in her favor and against Defendants in the amount of \$7,246.17, together with additional interest from July 10, 2004 to the date of payment, additional late charges from July 10, and additional costs from July 10, 2004 to the date of payment.

**FINEMAN, KREKSTEIN & HARRIS, P.C.**

BY:



**DREW S. DORFMAN, ESQUIRE**

**KRISTA FRANKINA FIORE, ESQUIRE**

Attorney for Plaintiff Conseco Finance

Dated: 8/3/04

VERIFICATION

I, Krista Frankina Fiore, Esquire, verify that the statements made in Plaintiff's Civil Action Complaint in Mortgage Foreclosure, are true and correct to the best of my knowledge, information and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
KRISTA FRANKINA FIORE

Date: 9/3/24

EXHIBIT 'A'



JUL 29 2004

4:06PM

724 935 3429

CONSECO FINANCE

NO. 182 P. 1

GREENTREE

FAX

To: *Krista Fione*

From: *Darren Briskerville*

Fax Number: *215-893-8719*

Fax Number:

Phone Number:

Phone Number:

Re: *Williams 73424259*

Date: *7-29-04*

Number of pages (including cover sheet) *6*

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

*Copy of Note & Mortgage*

The information contained in this facsimile transmission is privileged and confidential, and for the sole use of the intended recipient. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the accompanying communication is strictly prohibited. If you have received this communication in error, immediately notify us by telephone at the contact number above.

ST-18-SS-011 (11/87)

## GREEN TREE CONSUMER DISCOUNT

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090

**LENDER'S NAME AND ADDRESS**  
"You" means the Lender,  
its successors and assigns.

**TERMS FOLLOWING A — APPLY ONLY IF  
CHECKED**

**TIMOTHY R. WILLIAMS**  
**CYNTHIA LOU WILLIAMS**  
RD #1 BOX 357  
WEST DECATUR, PA 16878

**BORROWER'S NAME AND ADDRESS**  
"I" includes each Borrower above,  
jointly and severally.

**DISBURSEMENT DATE:** 5/13/98

Loan Number: 73424259

Date: 5-8-98

Maturity Date: 8-15-2018

Loan Amount \$ 37765.75

Renewal Of: NA

## Secondary Mortgage Loan

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.  
For value received, I promise to pay to you at your address listed above the **PRINCIPAL** sum of  
**THIRTY SEVEN THOUSAND SEVEN HUNDRED SIXTY FIVE AND 75/100 DOLLARS** Dollars \$ 37765.75.

☒ **Single Advance:** I will receive all of this principal sum on \_\_\_\_\_ . No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On date of first advance, I will receive the amount of \$2000 (land value) and future principal advances are contemplated. You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**Conditions:** The conditions for future advances are 1st advance (adv): real property appraisal & legal permits;  
2nd adv: land improvement invoices, lien waivers, customer advance authorization ("CAA"); 2nd or 3rd adv:  
home & setup & CAA; final adv: certificate of occupancy or inspection report & CAA.

**INTEREST:** I agree to pay interest on the outstanding principal balance from date of first advance \_\_\_\_\_ at the rate of 8.75 % per year until the principal balance is fully paid.

☒ **Variable Rate:** Notice to borrower: This document contains provisions for a variable interest rate. This rate may then change as stated below.

**Change Dates:** Each date on which the interest rate may change is called a Change Date. The interest rate may change \_\_\_\_\_ and on every \_\_\_\_\_ thereafter.

**The Index:** Beginning with the first Change Date, the interest rate will be based on the following Index: \_\_\_\_\_

The most recent Index value available as of the date \_\_\_\_\_ 45 days \_\_\_\_\_ before each Change Date is called the "Current Index."

**Calculation of Change:** Before each Change Date, the Lender will calculate the interest rate, which will be \_\_\_\_\_ the Current Index. The result of this calculation will be rounded \_\_\_\_\_.

The new interest rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate until the next Change Date.

**Limitations:** The interest rate will never be greater than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

The interest rate will never change on any single Change Date by more than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the effect of changing the amount of the scheduled payments;

**ACCUAL METHOD:** Interest will be calculated on a simple interest \_\_\_\_\_ basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

— on the same fixed or variable rate basis in effect before maturity (as indicated above).

— at a rate equal to \_\_\_\_\_

☒ **LATE CHARGE:** I agree to pay a late charge on the portion of any payment made more than 15 days after it is due equal to 5.00 OR 2.00% OF THE PAYMENT, WHICHEVER IS LESS.

**ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which \_\_\_\_\_ are \_\_\_\_\_ are not included in the principal amount above:

**PAYMENTS:** I agree to pay this note as follows: **INTEREST:** I agree to pay accrued interest during the construction period on a monthly basis on cumulative amounts advanced, and principal & interest monthly thereafter until the contract is fully paid.

**PRINCIPAL:** I agree to pay the principal in 240 monthly installments, beginning no later than 45 days after the completion of the construction funding period.

**INSTALLMENTS:** I agree to pay this note in 240 payments. \*The first payment will be in the amount of \$ 333.74 (principal & interest) and will be due approx. 30 days from final disbursement. A payment of \$ 333.74 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due 240 months from last construction disbursement.

\* The payment schedule is in addition to and shall begin subsequent to the construction period interest only payments.

**PREPAYMENT REFUND:** I may prepay all or part of this note without penalty. If I prepay in full, you will refund part of the finance charge.

REAL ESTATE NOTE

© 1994, 1991. 1990 BankOne Systems, Inc., St. Cloud, MN Form GTH-RENL22PA 1/22/88

ST-18-SS-011 (11/87) (page 1 of 4)

**NOTICE TO COSIGNER**

You (the cosigner) are being asked to guaranty 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 also may 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.

**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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

PURPOSE: The purpose of this loan is construction on  
land and home.

Signature for Lender

GREEN TREE CONSUMER DISCOUNT CO.

By: Mari Lynch

Its:

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3 AND 4). I have received a copy on today's date.

Timothy E. Williams  
TIMOTHY E. WILLIAMS

Cynthia Lou Williams  
CYNTHIA LOU WILLIAMS

EXHIBIT 'B'

JUL 1933 PAGE 406

MAIL TO:

STRATFORD SETTLEMENTS  
8001 ROWAN ROAD, SUITE 203  
CRANBERRY TWP., 16066

JO # 105-N09-27

CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 2:35 PM 5/29/98

BY *[Signature]*

FEES 23.00

Karen L. Starck, Recorder

Commonwealth of Pennsylvania  
GT-15-39-090 (5/94)

Space Above This Line For Recording Data

**OPEN-END MORTGAGE**

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MAY 8, 1998 and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:** TIMOTHY E. WILLIAMS  
CYNTHIA LOU WILLIAMS  
RD #1 BOX 357

WEST DECATUR, PA 16878

..... If checked, refer to the attached Addendum Incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:** GREEN TREE CONSUMER DISCOUNT CO.

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

All of the property located at RD #1 BOX 357  
in the City/Town/Village of WEST DECATUR, County of CLEARFIELD,  
State of PA, in which the Borrower has an ownership, leasehold or other  
legal interest. This property is more particularly described on the schedule titled  
"Additional Property Description" which is attached hereto as Exhibit A,  
together with a security interest in that certain 1997, 68 X 28  
MAHONWOOD mobile home, serial number FV0C856ABM

The Borrower does hereby authorize the Lender or its assigns to obtain a  
more detailed property description after the Borrower has signed the Mortgage,  
and to attach Exhibit A after the Borrower has signed the Mortgage.

The property is located in CLEARFIELD at .....  
(County)  
RD #1 BOX 357 WEST DECATUR, Pennsylvania 16878  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

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

© 1994 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form GTH-MTGLA2PA 10/11/94

GT-15-39-090 (5/94) (page 1 of 6)

VOL 1933 PAGE 411

..... NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE

..... Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]

..... Condominium Rider ..... Planned Unit Development Rider ..... Other .....

..... Additional Terms.

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

*Timothy R. Williams* 5/6/98  
(Signature) TIMOTHY R. WILLIAMS (Date)

*Cynthia Lou Williams* 5/6/98  
(Signature) CYNTHIA LOU WILLIAMS (Date)

.....  
(Signature) (Date)  
*Charles S. Teener*  
(Witness)

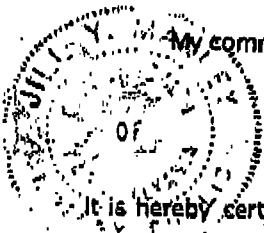
.....  
(Signature) (Date)  
*Larkin Lanage*  
(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PA, COUNTY OF Centre } ss.  
On this, the 8TH day of MAY 1998, before me Jill Y. Manley,  
(Individual) the undersigned officer, personally appeared  
TIMOTHY R. WILLIAMS & CYNTHIA LOU WILLIAMS, known to me (or satisfactorily proven)  
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged  
that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:



Notarial Seal  
Jill Y. Manley, Notary Public  
Eggs Twp., Centre County  
My Commission Expires June 17, 2000  
Member, Pennsylvania Association of Notaries

*Jill Y. Manley*  
Notary Public  
Title of Officer

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

*Marci L. Zych*  
MARCI L. ZYCH

VOL 1933 PAGE 412

**LEGAL DESCRIPTION**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE IN BOGGS TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST CORNER AT SOUTH CORNER OF CHARLES PARKS LAND; THENCE WEST SEVEN HUNDRED FIFTY (750) FEET TO A POST CORNER AT LAND OF JEROME SHIMACI; THENCE NORTH ONE HUNDRED EIGHTY (180) FEET TO A POST CORNER AT LAND OF J.C. LOCKERR; THENCE EAST SEVEN HUNDRED FIFTY (750) FEET TO A POST CORNER AT LAND OF J.C. LOCKETT; THENCE SOUTH ONE HUNDRED EIGHTY (180) FEET TO POST CORNER OF CHARLES PARKS LAND AND PLACE OF BEGINNING.

CURRENT PARCEL ID #: 105-N09-27

NOTED BY COUNTY CLERK THAT THIS DOCUMENT  
recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.

*Karen L. Starck*

Karen L. Starck  
Recorder

Entered of Record 5-19-1998 2:35pm Karen L. Starck, Recorder

EXHIBIT 'C'



**Pennsylvania  
Act 91 Notice**

Timothy R. Williams and Cynthia Lou Williams  
RD #1 Box 357  
West Decatur, Pennsylvania 16878

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

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are enclosed with this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area.

The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTenga UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Date: 6/1/04

TO: Timothy R. Williams and Cynthia Lou Williams      Re: RD #1 Box 357  
RD #1 Box 357      West Decatur, Pennsylvania 16878  
West Decatur, Pennsylvania 16878

FROM: Conseco Finance  
c/o Fineman Krekstein & Harris, P.C.  
United Plaza - 30 South 17<sup>th</sup> Street - 18<sup>th</sup> Floor  
Philadelphia, PA 19103

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE --- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice or the mortgagee. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES --- If you meet with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are enclosed with this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE --- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION --- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure

proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT. (If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at RD # 1 Box 357, West Decatur, Pennsylvania 16878 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are not past due: 2/10/03 - \$19.41; 3/10/03 - \$353.23; 4/10/03 - \$353.23; 5/10/03 - \$353.23; 6/10/03 - \$353.23; 7/10/03 - \$353.26; 8/10/03 - \$333.74; 9/10/03 - \$333.64; 10/10/03 - \$333.74; 11/10/03 - \$353.23; 12/10/03 - \$353.23; 1/10/04 - \$353.23; 2/10/04 - \$353.23; 3/10/04 - \$381.73; 4/10/04 - \$381.73; 5/10/04 - \$381.04; 6/10/04 - \$381.73 (which include insurance). Other charges (explain/itemize): NSF Fee: \$0.00 Late Charges: \$67.51. TOTAL AMOUNTS PAST DUE: \$5,412.92.

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

HOW TO CURE THE DEFAULT --- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,140.04 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES TO BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Conesco Finance (Need address). (do not send cash). You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.) \_\_\_\_\_

IF YOU DO NOT CURE THE DEFAULT --- If you do not cure the default with THIRTY (30) DAYS of the date of this notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct her attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON --- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES --- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE --- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgager to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one month from the date of this notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contact the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Conseco Finance  
Address: 800 Landmark Towers,  
L800A,  
345 St. Peter Street,  
St. Paul Minnesota 55102

EFFECT OF SHERIFF'S SALE --- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE --- You \_\_\_\_\_ may or \_\_\_\_\_ x \_\_\_\_\_ may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

--- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION OT PAY OFF THIS DEBT.

--- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

--- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT, (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

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

--- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

--- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

EXHIBIT 'D'

**Notice of Intention to Foreclose Mortgage Pursuant to 41 P.S. §403 ("Act 6 Notice")**

The MORTGAGE held by Conseco Finance Corp. (hereinafter we, us, or ours) on your property located at RD #1 Box 357, West Decatur, Pennsylvania 16878, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$333.74 for the months of March 2003 through April 2004, along with your failure to pay monthly insurance payments as follows:

February 2003:	\$19.41
March 2003:	19.49
April 2003:	19.49
May 2003:	19.49
June 2003:	19.49
July 2003:	19.52
November 2003:	19.49
December 2003:	19.49
January 2004:	19.49
February 2004:	19.49
March 2004:	47.99
April 2004:	47.99
May 2004:	47.99

Late charges and other charges have also accrued to this date in the amount of \$67.51. The late charge is calculated as 2% percent of your monthly payment of principal and interest or \$5.00 whichever is less. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$5,412.92, made up of \$5,344.92 in regular monthly mortgage payments and insurance and \$67.51 in late charges and other charges.

**You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$5,412.92, plus any additional monthly payments and late charges which may fall due during this period.** Such payment must be made either by cash, cashier's check, certified check, or money order, and made at Conseco Finance Corp., 800 Landmark Towers, L800A, 345 St. Peter Street, St. Paul Minnesota 55102.

**If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments.** This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. **If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property will be sold by the sheriff to pay off the mortgage debt.** If we refer your case to our attorneys, but you cure the default before they

begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred, up to \$ 50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$ 50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. **If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.**

We may also sue you personally for the unpaid principal and all other sums due under the mortgage.

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale [and perform any other requirements under the mortgage].** It is estimated that the earliest date that such a sheriff's sale could be held would be approximately February 1, 2004. A notice of the date of the sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 215-893-9300. This payment must be in cash, cashier's check, certified check, or money order and made payable to us at the address stated above.

You should realize that a sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. [YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES, AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, [AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED]. CONTACT U.S. TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST]. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

**If you cure the default, the mortgage will be restored to the same position as if no default had occurred.** However, you are not entitled to this right to cure your default more than three times in any calendar year.

FINEMAN KREKSTEIN & HARRIS, P.C.

BY: Drew S. Dorfman, Esquire

Identification No. 15853

Krista Frankina Fiore, Esquire

Identification No. 82392

United Plaza - 30 South 17<sup>th</sup> Street

18<sup>th</sup> Floor

Philadelphia, PA 19103

(215) 893-9300

Attorneys for Plaintiff

CONSECO FINANCE CORPORATION :

800 Landmark Towers, L800A :

345 St. Peter Street :

St. Paul Minnesota 55102 :

v. :

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

RD#1 Box 357 :

West Decatur, PA 16878 :

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

NO. 04-1232-CD

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint against Defendants with regard to the above captioned matter.

**FINEMAN, KREKSTEIN & HARRIS, P.C.**

BY:

  
DREW S. DORFMAN, ESQUIRE

KRISTA FRANKINA FIORE, ESQUIRE

Attorney for Plaintiff Consecro Finance

Dated:

10/19/04

**FILED**

10/11/2004  
OCT 27 2004

acc & 2 Compl.

Reinstated to

Attg

William A. Shaw  
Prothonotary/Clerk of Courts

Attg pd. 7.00



**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: Drew S. Dorfman, Esquire

Identification No. 15753

Krista Frankina Fiore, Esquire

Identification No. 82392

United Plaza - 30 South 17<sup>th</sup> Street, 18th Floor  
Philadelphia, PA 19103  
(215) 893-9300

**CONSECO FINANCE CORPORATION**

800 Landmark Towers, L800A

345 St. Peter Street

St. Paul Minnesota 55102 v.

TIMOTHY R. WILLIAMS and

CYNTHIA LOU WILLIAMS

RD #1 Box 357

West Decatur, Pennsylvania 16878

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

NO. 04-1233-CD

**MORTGAGE FORECLOSURE COMPLAINT**

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16830  
TELEPHONE: (814) 765-2641

**AVISO**

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LA PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. HACE FALTA ASENTAR UNA COMPARESENCIA ESCRITA O EN PERSONA O CON UN ABOGADO Y ENTREGARA LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE CONTINUAR LA DEMANDA EN CONTRA SUYA SIN PREVIO AVISO O NOTIFICACION. ADEMAS, LA CORTE PUEDE DECIDIR A VAFOR DEL DEMANDANTE Y REQUIERE QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES U OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16830  
TELEPHONE: (814) 765-2641

**FILED**  
1254  
AUG 12 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

1. Plaintiff Conseco Finance Corporation ("Plaintiff") is a corporation with its principal place of business located at 800 Landmark Towers, L800A, 345 St. Peter Street, St. Paul Minnesota 55102, and authorized to do business in Pennsylvania.
2. Plaintiff is the successor corporation to Green Tree Consumer Discount Company.
3. Defendants are Timothy R. Williams and Cynthia Lou Williams ("Defendants"), adult individuals and husband and wife, with a principal residence at RD #1 Box 357, West Decatur, Pennsylvania 16878.
4. On or about May 13 1998, Defendants executed a Universal Note or Manufactured Home Retail Installment Contract and Security Agreement ("the Note") in the original principal sum of \$37,765.75 to evidence Defendants' obligation to Plaintiff for the purchase price of the subject property. A true and correct copy of the Note is attached hereto as Exhibit "A".
5. As security for Defendants' obligation to Plaintiff, Defendants executed a mortgage dated May 8, 1998 in the original principal sum of \$37,765.75 on the real property known as at RD #1 Box 357, West Decatur, Pennsylvania 16878 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto as Exhibit "B".
6. The Mortgage is valid, enforceable and was duly recorded of record on May 19, 1998 with the Clearfield County Department of Records, Department of Records in Mortgage Book Volume 1933 and Page 406.
7. The real property which is the subject of the Mortgage is generally known as at RD #1 Box 357, West Decatur, Pennsylvania 16878 and is more particularly described in the Mortgage.

8. Defendants are the real owners of the real property which is subject to the Mortgage.

9. Defendants have defaulted under the Note and the Mortgage by their failure to make payments of the principal, interest and insurance due.

10. Pursuant to the Note and the Mortgage and by reason of Defendants' default, the following amounts are currently due and owing to Plaintiff by Defendants:

2/10/03 - \$19.41

3/10/03 - \$353.23

4/10/03 - \$353.23

5/10/03 - \$353.23

6/10/03 - \$353.23

7/10/03 - \$353.26

8/10/03 - \$333.74

9/10/03 - \$333.64

10/10/03 - \$333.74

11/10/03 - \$353.23

12/10/03 - \$353.23

1/10/04 - \$353.23

2/10/04 - \$353.23

3/10/04 - \$381.73

4/10/04 - \$381.73

5/10/04 - \$381.04

6/10/04 - \$381.73

7/10/04 - \$381.73

Late charges 67.51

Attorney's Collection Fee

Additional interest from  
7/10/04 to date of payment  
(to be added)

Additional late charges from  
7/10/04 to date of payment at  
(to be added)

Additional costs from 7/10/04  
to date of payment (to be added)

Total (exclusive of costs,  
additional late charges  
and interest)

\$5,746.17

Interest continues to accrue each day the principal remains unpaid.

11. By the terms of the Mortgage, Plaintiff reserves the right to pay taxes or other liens affecting the real property, which taxes or liens when paid by Plaintiff are to be added to the amount due on the Note and the Mortgage. Plaintiff may be required to pay such taxes or liens during the pendency of this action and will demand that such payments so made be added to the total debt due and owing.

12. Pursuant to Note, Five Thousand, Seven Hundred and Forty-Six Dollars and Seventeen Cents (\$5,746.17) is currently due and owing plaintiff from Defendants and despite demand, Defendants have failed to pay the amount due.

13. The notice provisions of §403 of Act No. 6 of the 1974 Session of the General Assembly of the Commonwealth of Pennsylvania 41 P.S. §403 ("Act 6") has been satisfied, and a copy of such notice is attached as Exhibit "C".

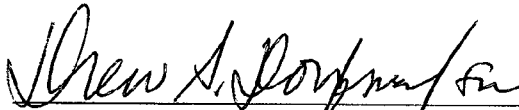
14. The notice provisions of Act IV-C of the Housing Finance Law, 35 P.S. §1680.402c, et seq. ("Act 91") have been complied with, and a copy of such notice is attached hereto, made a part hereof, and marked as Exhibit "D".

15. Plaintiff also seeks an attorney collection fee in the amount of \$2,000.00 and continuing.

WHEREFORE, Plaintiff requests judgment in Mortgage Foreclosure be entered in her favor and against Defendants in the amount of \$7,246.17, together with additional interest from July 10, 2004 to the date of payment, additional late charges from July 10, and additional costs from July 10, 2004 to the date of payment.

**FINEMAN, KREKSTEIN & HARRIS, P.C.**

BY:



**DREW S. DORFMAN, ESQUIRE**

**KRISTA FRANKINA FIORE, ESQUIRE**

Attorney for Plaintiff Conseco Finance

Dated: 8/3/04

VERIFICATION

I, Krista Frankina Fiore, Esquire, verify that the statements made in Plaintiff's Civil Action Complaint in Mortgage Foreclosure, are true and correct to the best of my knowledge, information and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
KRISTA FRANKINA FIORE

Date: 2/3/24

EXHIBIT 'A'

GREEN TREE

FAX

To: *Krista Fione*From: *Darren Brakenrue*Fax Number: *215-893-8719*

Fax Number:

Phone Number:

Phone Number:

Re: *Williams 73424259*Date: *7-29-04*Number of pages (including cover sheet) *6*

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

*Copy of Note & Mortgage*

The information contained in this facsimile transmission is privileged and confidential, and for the sole use of the intended recipient. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the accompanying communication is strictly prohibited. If you have received this communication in error, immediately notify us by telephone at the contact number above.



GL-18-88-011 (11/97)

GREEN TREE CONSUMER DISCOUNT

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090

**LENDER'S NAME AND ADDRESS**  
"You" means the Lender,  
its successors and assigns.

TIMOTHY E. WILLIAMS  
CYNTHIA LOU WILLIAMS  
RD #1 BOX 357  
WEST DECATUR, PA 16878

**BORROWER'S NAME AND ADDRESS**  
"I" includes each Borrower above,  
jointly and severally.

DISBURSEMENT DATE: 5/13/98

Loan Number: 73A24252

Date: 5-8-98

Maturity Date: 8-15-2018

Loan Amount \$: 37765.75

Renewal Of: NA

**TERMS FOLLOWING A — APPLY ONLY IF CHECKED**

Secondary Mortgage Loan

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.  
For value received, I promise to pay to you at your address listed above the **PRINCIPAL** sum of  
**THIRTY SEVEN THOUSAND SEVEN HUNDRED SIXTY FIVE AND 75/100 DOLLARS**

**XX Single Advance:** I will receive all of this principal sum on \_\_\_\_\_ Dollars \$ 37765.75. No additional advances are contemplated under this note.

**— Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On date of first advance, I will receive the amount of \$2000 (land value) and future principal advances are contemplated. You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

Conditions: The conditions for future advances are 1st advance (adv): real property appraisal & legal permits;

2nd adv: land improvement invoices, lien waivers, customer advance authorization ("CAA"); 2nd or 3rd adv:

home & setup & CAA; final adv: certificate of occupancy or inspection report & CAA.

**INTEREST:** I agree to pay interest on the outstanding principal balance from date of first advance \_\_\_\_\_ at the rate of 8.75 % per year until the principal balance is fully paid.

**N/A Variable Rate:** Notice to borrower: This document contains provisions for a variable interest rate. This rate may then change as stated below.

**Change Dates:** Each date on which the interest rate may change is called a Change Date. The interest rate may change \_\_\_\_\_ and on every \_\_\_\_\_ thereafter.

**The Index:** Beginning with the first Change Date, the interest rate will be based on the following Index: \_\_\_\_\_

The most recent index value available as of the date \_\_\_\_\_ 45 days before each Change Date is called the "Current Index."

**Calculation of Change:** Before each Change Date, the Lender will calculate the interest rate, which will be \_\_\_\_\_ the Current Index. The result of this calculation will be rounded \_\_\_\_\_

rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate until the next Change Date.

**Limitations:** The interest rate will never be greater than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

— The interest rate will never change on any single Change Date by more than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the effect of changing the amount of the scheduled payments;

**ACCRUAL METHOD:** Interest will be calculated on a simple interest basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

— on the same fixed or variable rate basis in effect before maturity (as indicated above).

— at a rate equal to \_\_\_\_\_

**XX LATE CHARGE:** I agree to pay a late charge on the portion of any payment made more than 15 days after it is due equal to 5.00 OR 2.00% OF THE PAYMENT, WHICHEVER IS LESS.

**— ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which \_\_\_\_\_ are \_\_\_\_\_ are not included in the principal amount above:

**PAYMENTS:** I agree to pay this note as follows: **INTEREST:** I agree to pay accrued interest during the construction period on a monthly basis on cumulative amounts advanced, and principal & interest monthly thereafter until the contract is fully paid.

**PRINCIPAL:** I agree to pay the principal in 240 monthly installments, beginning no later than 45 days after the completion of the construction funding period.

**INSTALLMENTS:** I agree to pay this note in 240 payments. \*The first payment will be in the amount of \$ 333.74 (principal & interest) and will be due approx. 30 days from final disbursement. A payment of \$ 333.74 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due 240 months from last construction disbursement.

\* The payment schedule is in addition to and shall begin subsequent to the construction period interest only payments.  
**PREPAYMENT REFUND:** I may prepay all or part of this note without penalty. If I prepay in full, you will refund part of the finance charge.

REAL ESTATE NOTE

© 1994, 1991, 1988 Bankers Systems, Inc., St. Cloud, MN Form GTH-RENUA2PA 1/22/88

GT-18-88-011 (11/97) (Page 1 of 4)

**NOTICE TO COSIGNER**

You (the cosigner) are being asked to guaranty 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 also may 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.

**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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**PURPOSE:** The purpose of this loan is construction on  
land and home.

Signature for Lender

GREEN TREE CONSUMER DISCOUNT CO.

By: Mauri L. Lych

Its:

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3 AND 4). I have received a copy on today's date.

Timothy E. Williams  
TIMOTHY E. WILLIAMS

Cynthia Lou Williams  
CYNTHIA LOU WILLIAMS

EXHIBIT 'B'

1933 PAGE 406

MAIL TO:

STRATFORD SETTLEMENTS  
8001 ROWAN ROAD, SUITE 203  
CRANBERRY TWP., 18068

JO # 105-N09-27

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:35 pm 5/19/98  
BY Shirley Apple  
FEES 23.17

Karen L. Sturck, Recorder

Commonwealth of Pennsylvania

GT-15-39-090 (9/94)

Space Above This Line For Recording Date

**OPEN-END MORTGAGE**

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MAY 8, 1998 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: TIMOTHY R. WILLIAMS  
CYNTHIA LOU WILLIAMS  
RD #1 BOX 357

WEST DECATUR, PA 16878

..... If checked, refer to the attached Addendum Incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: GREEN TREE CONSUMER DISCOUNT CO.

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

All of the property located at RD #1 BOX 357  
in the City/Town/Village of WEST DECATUR, County of CLEARFIELD,  
State of PA, in which the Borrower has an ownership, leasehold or other  
legal interest. This property is more particularly described on the schedule titled  
"Additional Property Description" which is attached hereto as Exhibit A,  
together with a security interest in that certain 1997, 68 X 28  
MANORWOOD mobile home, serial number PV00856ABM.

The Borrower does hereby authorize the Lender or its Assigns to obtain a  
more detailed property description after the Borrower has signed the Mortgage,  
and to attach Exhibit A after the Borrower has signed the Mortgage.

The property is located in CLEARFIELD at .....  
(County) .....  
RD #1 BOX 357 .....  
(Address) WEST DECATUR ..... Pennsylvania 16878 .....  
(City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

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

© 1994 Bankers Systems, Inc., St. Cloud, MN (1-800-287-2341) Form GTH-MTGLSPA 10/11/94

GT-15-39-090 (9/94) (page 1 of 6)

VOL 1933 PAGE 411

..... NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE

..... Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]

..... Condominium Rider ..... Planned Unit Development Rider ..... Other .....

..... Additional Terms.

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

(Signature) Timothy R. Williams (Date) 5/8/98  
TIMOTHY R. WILLIAMS

(Signature) Cynthia Lou Williams (Date) 5/8/98  
CYNTHIA LOU WILLIAMS

(Signature) Charles S. Teener (Date) \_\_\_\_\_  
(Witness)

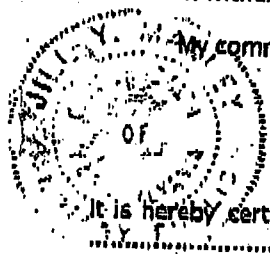
(Signature) Lauchlin Lanage (Date) \_\_\_\_\_  
(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PA COUNTY OF Centre } 55.  
On this, the 8th day of MAY, 1998, before me JULY Manley,  
(Individual) the undersigned officer, personally appeared  
TIMOTHY R. WILLIAMS & CYNTHIA LOU WILLIAMS, known to me (or satisfactorily proven)  
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged  
that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:



Notarial Seal  
JULY Manley, Notary Public  
Boggs Twp., Centre County  
My Commission Expires June 17, 2000  
Member, Pennsylvania Association of Notaries

(Signature) July Manley  
Title of Officer Notary Public

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

(Signature) Marc L. Zyck  
MARCI L. ZYCK

begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred, up to \$ 50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$ 50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. **If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.**

We may also sue you personally for the unpaid principal and all other sums due under the mortgage.

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's foreclosure sale.** You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale [and perform any other requirements under the mortgage]. It is estimated that the earliest date that such a sheriff's sale could be held would be approximately February 1, 2004. A notice of the date of the sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 215-893-9300. This payment must be in cash, cashier's check, certified check, or money order and made payable to us at the address stated above.

You should realize that a sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. [YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES, AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, [AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED]. CONTACT U.S. TO DETERMINE. UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST]. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

**If you cure the default, the mortgage will be restored to the same position as if no default had occurred.** However, you are not entitled to this right to cure your default more than three times in any calendar year.

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

1608 Walnut Street, 19<sup>th</sup> Floor

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION	:	IN THE COURT OF COMMON PLEAS
800 Landmark Towers, L800A	:	
345 St. Peter Street	:	
St. Paul Minnesota 55102	:	CLEARFIELD COUNTY
	:	
v.	:	
	:	
TIMOTHY R. WILLIAMS and	:	
CYNTHIA LOU WILLIAMS	:	
RD #1 Box 357	:	
West Decatur, Pennsylvania 16878	:	NO. 04-1232-CD

FILED

NOV 22 2004

**PRAECIPE TO ENTER DEFAULT JUDGMENT**

William A. Shaw  
Prothonotary

TO THE PROTHONOTARY:

Please enter default judgment in favor of Plaintiff Consec Finance and against Defendant Cynthia Lou Williams for failure to file an Answer to Plaintiff's Complaint against the Defendant. The Complaint contains a notice to defend within twenty (20) days from the date of service thereof. Defendant was served with the Complaint on September 9, 2004, and her Answer was due to be filed no later than September 30, 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 certified mail postage pre-paid to the Defendant, Cynthia Lou Williams at her last known address, who has no attorney of record, on October 13, 2004, which is at least ten days prior to the filing of this Praecipe.

Please assess damages as set forth below, being the amounts demanded in the Complaint:

1. Principal Amount Due: \$7,246.17; and

m/10/2004  
CYNTHIA  
Lou  
Williams  
I CERT TO DEFE CYN

2. Interest from date of judgment; and
3. Plaintiff further demands its filing fee of \$85.00
4. The total judgment amount based upon the demands in the Complaint is \$7,331.17 and continuing.

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: 

**DREW S. DORFMAN, ESQUIRE**  
**KRISTA FRANKINA FIORE, ESQUIRE**  
Attorney for Plaintiff

Dated: 11/17/04

**ASSESSMENT OF DAMAGES**

AND NOW, this 22<sup>nd</sup> day of Nov., 2004, Judgment is entered in favor of the Plaintiff Consecro Finance and against Defendant Cynthia Lou Williams by default for want of filing an Answer to Plaintiff's Complaint and damages assessed at the sum of \$ 7,246.17 as per above statement.

PROTHONOTARY



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



FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

Attorney for Plaintiff

1608 Walnut Street, 19<sup>th</sup> Floor

Philadelphia, PA 19103

(215)893-9300

CONSECO FINANCE CORPORATION	:	IN THE COURT OF COMMON PLEAS
800 Landmark Towers, L800A	:	
345 St. Peter Street	:	
St. Paul Minnesota 55102	:	CLEARFIELD COUNTY
	:	
v.	:	
	:	
TIMOTHY R. WILLIAMS and	:	
CYNTHIA LOU WILLIAMS	:	
RD #1 Box 357	:	
West Decatur, Pennsylvania 16878	:	NO. 04-1232-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA : SS

I, Krista Frankina Fiore, Esquire, being duly sworn according to law, deposes and says:

That the Defendant Cynthia Lou Williams is an individual and is not a person in the military or naval service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended.

  
\_\_\_\_\_  
KRISTA FRANKINA FIORE, ESQUIRE

Sworn to and subscribed  
before me this      day  
of                      , 2004.

Notary Public

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

1608 Walnut Street, 19<sup>th</sup> Floor

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION :

800 Landmark Towers, L800A :

345 St. Peter Street :

St. Paul Minnesota 55102 :

v. :

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

RD#1 Box 357 :

West Decatur, PA 16878 :

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

NO. 04-1232-CD

**NOTICE OF ENTRY OF DEFAULT JUDGMENT**

Pursuant to requirements of Pennsylvania Civil Procedural Rule 236, you, Defendant Cynthia Lou Williams are notified that there was entered in this office today, in the above captioned case.

X Judgment of \$7,246.17 + costs of \$85.00 for Plaintiff against Defendant, Cynthia Lou Williams.

\_\_\_ Judgment for Defendant/s and against Plaintiff/s.

\_\_\_ Judgment by Court Order

\_\_\_ Judgment of Non-Pros

X Judgment by Default.

DATED: Nov. 22, 2004

PROTHONOTARY



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

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

Attorney for Plaintiff

1608 Walnut Street, 19<sup>th</sup> Floor

Philadelphia, PA 19103

(215)893-9300

CONSECO FINANCE CORPORATION :

800 Landmark Towers, L800A :

345 St. Peter Street :

St. Paul Minnesota 55102 :

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

v. :

NO. 04-1232-CD

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

RD#1 Box 357 :

West Decatur, PA 16878 :

**CERTIFICATION OF ADDRESS**

TO THE PROTHONOTARY:

The address of the Plaintiff, judgment creditor, is 800 Landmark Towers, L800A, 345 St. Peter Street, St. Paul Minnesota 55102 and the and the last known address of the Defendant, Cynthia Lou Williams, judgment debtor, is RD #1 Box 357, West Decatur, Pennsylvania 16878.

FINEMAN KREKSTEIN & HARRIS, P.C.

BY: \_\_\_\_\_  
KRISTA FRANKINA FIORE, ESQUIRE

ATTORNEY FOR PLAINTIFF

DATED:

**CERTIFICATION OF SERVICE**

I, KRISTA FRANKINA FIORE, ESQUIRE, do hereby depose and say that I forwarded the Praecipe to Enter Default Judgment, Affidavit of Non-Military Service, Notice of Entry of Default Judgment, Certification of Address and Certification of Service via Certified Mail No. 7002 2410 0003 9964 4285 and Regular Mail to the following:

CYNTHIA LOU WILLIAMS  
RD #1 Box 357  
West Decatur, Pennsylvania 16878

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: \_\_\_\_\_  
**KRISTA FRANKINA FIORE, ESQUIRE**  
Attorney for Plaintiff

Dated: \_\_\_\_\_

## **EXHIBIT “A”**

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

1608 Walnut Street, 19<sup>th</sup> Floor

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION	:	IN THE COURT OF COMMON PLEAS
800 Landmark Towers, L800A	:	
345 St. Peter Street	:	
St. Paul Minnesota 55102	:	<del>DAUPHIN</del> COUNTY
	:	
v.	:	
	:	
TIMOTHY R. WILLIAMS and	:	
CYNTHIA LOU WILLIAMS	:	
RD #1 Box 357	:	
West Decatur, Pennsylvania 16878	:	NO. 04-1232-CD

**NOTICE OF INTENTION TAKE DEFAULT**

**VIA CERTIFIED MAIL/RETURN RECEIPT No. 7002 2410 0003 9964 3974**  
**DATE OF NOTICE: October 13, 2004**

TO/PARA: CYNTHIA LOU WILLIAMS  
RD #1 Box 357  
West Decatur, Pennsylvania 16878

DATE OF NOTICE/FECHA DEL AVISO: October 13, 2004

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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 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.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Second and Market Streets  
Clearfield, Pa. 16830  
TELEPHONE: (814) 765-2641, ext. 50-52

AVISO IMPORTANTE

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED TOME ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Second and Market Streets  
Clearfield, Pa. 16830  
TELEPHONE: (814) 765-2641, ext. 50-52

FINEMAN KREKSTEIN & HARRIS, P.C.

By 

Drew S. Dorfman  
Attorney for Plaintiff

**CERTIFICATION OF SERVICE**

I, KRISTA FRANKINA FIORE, ESQUIRE, do hereby depose and say that I forwarded a Notice of Intention to Take Default via Certified Mail No. 7002 2410 0003 9964 3974 and Regular Mail to the following:

CYNTHIA LOU WILLIAMS  
RD #1 Box 357  
West Decatur, Pennsylvania 16878

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY:



**KRISTA FRANKINA FIORE, ESQUIRE**  
Attorney for Plaintiff

Dated: 10-13-04



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

Conseco Finance Corporation  
Plaintiff(s)

No.: 2004-01232-CD

Real Debt: \$7,246.17

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Timothy R. Williams  
Cynthia Lou Williams  
Defendant(s)

Entry: \$20.00

Judgment entered against

Instrument: Default Judgment

**CYNTHIA LOU WILLIAMS ONLY**

Date of Entry: November 22, 2004

Expires: November 22, 2009

Certified from the record this November 22, 2004

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

CONSECO FINANCE CORPORATION

VS.

WILLIAMS, TIMOTHY R. & CYNTHIA LOU

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 16104

04-1232-CD

**SHERIFF RETURNS**

NOW SEPTEMBER 9, 2004 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CYNTHIA LOU WILLIAMS, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CYNTHIA LOU WILLIAMS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

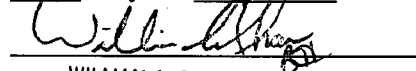
NOW SEPTEMBER 21, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TIMOTHY R. WILLIAMS, DEFENDANT. WHEREABOUTS UNKNOWN.

**Return Costs**

Cost	Description
49.12	SHERIFF HAWKINS PAID BY: ATTY CK# 47938
20.00	SURCHARGE PAID BY: ATTY CK# 47939

Sworn to Before Me This

23<sup>rd</sup> Day Of Sept 2004



WILLIAM A. SHAW  
Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins  
Sheriff

**FILED**

019:01/01  
SEP 23 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

AUG 12 2004

Attest.

Attorney for Plaintiff

*William B. R.*  
Prothonotary/  
Clerk of Courts

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: Drew S. Dorfman, Esquire

Identification No. 15753

Krista Frankina Fiore, Esquire

Identification No. 82392

United Plaza - 30 South 17<sup>th</sup> Street, 18th Floor  
Philadelphia, PA 19103  
(215) 893-9300

**CONSECO FINANCE CORPORATION**

800 Landmark Towers, L800A

345 St. Peter Street

St. Paul Minnesota 55102 v.

**TIMOTHY R. WILLIAMS and**

**CYNTHIA LOU WILLIAMS**

RD #1 Box 357

West Decatur, Pennsylvania 16878

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

NO. 04-1232-2

**MORTGAGE FORECLOSURE COMPLAINT**

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16830  
TELEPHONE: (814) 765-2641

**AVISO**

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LA PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. HACE FALTA ASENTAR UNA COMPARESENCIA ESCRITA O EN PERSONA O CON UN ABOGADO Y ENTREGARA LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE CONTINUAR LA DEMANDA EN CONTRA SUYA SIN PREVIO AVISO O NOTIFICACION. ADEMAS, LA CORTE PUEDE DECIDIR A VAFOR DEL DEMANDANTE Y REQUIERE QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES U OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16830  
TELEPHONE: (814) 765-2641

1. Plaintiff Conseco Finance Corporation ("Plaintiff") is a corporation with its principal place of business located at 800 Landmark Towers, L800A, 345 St. Peter Street, St. Paul Minnesota 55102, and authorized to do business in Pennsylvania.

2. Plaintiff is the successor corporation to Green Tree Consumer Discount Company.

3. Defendants are Timothy R. Williams and Cynthia Lou Williams ("Defendants"), adult individuals and husband and wife, with a principal residence at RD #1 Box 357, West Decatur, Pennsylvania 16878.

4. On or about May 13 1998, Defendants executed a Universal Note or Manufactured Home Retail Installment Contract and Security Agreement ("the Note") in the original principal sum of \$37,765.75 to evidence Defendants' obligation to Plaintiff for the purchase price of the subject property. A true and correct copy of the Note is attached hereto as Exhibit "A".

5. As security for Defendants' obligation to Plaintiff, Defendants executed a mortgage dated May 8, 1998 in the original principal sum of \$37,765.75 on the real property known as at RD #1 Box 357, West Decatur, Pennsylvania 16878 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto as Exhibit "B".

6. The Mortgage is valid, enforceable and was duly recorded of record on May 19, 1998 with the Clearfield County Department of Records, Department of Records in Mortgage Book Volume 1933 and Page 406.

7. The real property which is the subject of the Mortgage is generally known as at RD #1 Box 357, West Decatur, Pennsylvania 16878 and is more particularly described in the Mortgage.

8. Defendants are the real owners of the real property which is subject to the Mortgage.

9. Defendants have defaulted under the Note and the Mortgage by their failure to make payments of the principal, interest and insurance due.

10. Pursuant to the Note and the Mortgage and by reason of Defendants' default, the following amounts are currently due and owing to Plaintiff by Defendants:

2/10/03 - \$19.41

3/10/03 - \$353.23

4/10/03 - \$353.23

5/10/03 - \$353.23

6/10/03 - \$353.23

7/10/03 - \$353.26

8/10/03 - \$333.74

9/10/03 - \$333.64

10/10/03 - \$333.74

11/10/03 - \$353.23

12/10/03 - \$353.23

1/10/04 - \$353.23

2/10/04 - \$353.23

3/10/04 - \$381.73

4/10/04 - \$381.73

5/10/04 - \$381.04

6/10/04 - \$381.73

---

7/10/04 - \$381.73

Late charges

67.51

Attorney's Collection Fee

Additional interest from  
7/10/04 to date of payment  
(to be added)

Additional late charges from  
7/10/04 to date of payment at  
(to be added)

Additional costs from 7/10/04  
to date of payment (to be added)

Total (exclusive of costs,  
additional late charges  
and interest)

\$5,746.17

Interest continues to accrue each day the principal remains unpaid.

11. By the terms of the Mortgage, Plaintiff reserves the right to pay taxes or other liens affecting the real property, which taxes or liens when paid by Plaintiff are to be added to the amount due on the Note and the Mortgage. Plaintiff may be required to pay such taxes or liens during the pendency of this action and will demand that such payments so made be added to the total debt due and owing.

12. Pursuant to Note, Five Thousand, Seven Hundred and Forty-Six Dollars and Seventeen Cents (\$5,746.17) is currently due and owing plaintiff from Defendants and despite demand, Defendants have failed to pay the amount due.

13. The notice provisions of §403 of Act No. 6 of the 1974 Session of the General Assembly of the Commonwealth of Pennsylvania 41 P.S. §403 ("Act 6") has been satisfied, and a copy of such notice is attached as Exhibit "C".

---


14. The notice provisions of Act IV-C of the Housing Finance Law, 35 P.S. §1680.402c, et seq. ("Act 91") have been complied with, and a copy of such notice is attached hereto, made a part hereof, and marked as Exhibit "D".

15. Plaintiff also seeks an attorney collection fee in the amount of \$2,000.00 and continuing.

WHEREFORE, Plaintiff requests judgment in Mortgage Foreclosure be entered in her favor and against Defendants in the amount of \$7,246.17, together with additional interest from July 10, 2004 to the date of payment, additional late charges from July 10, and additional costs from July 10, 2004 to the date of payment.

**FINEMAN, KREKSTEIN & HARRIS, P.C.**

BY:



**DREW S. DORFMAN, ESQUIRE**

**KRISTA FRANKINA FIORE, ESQUIRE**

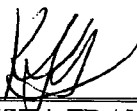
Attorney for Plaintiff Conseco Finance

Dated: 8/3/04

VERIFICATION

I, Krista Frankina Fiore, Esquire, verify that the statements made in Plaintiff's Civil Action Complaint in Mortgage Foreclosure, are true and correct to the best of my knowledge, information and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



---

KRISTA FRANKINA FIORE

Date:

9/3/24



---

EXHIBIT 'A'

GREEN TREE

FAX

To: *Krista Fione*

From: *Dalton Brakenhoff*

Fax Number: *215-893-8719*

Fax Number:

Phone Number:

Phone Number:

Re: *Williams 73424259*

Date: *7-29-04*

Number of pages (including cover sheet) *6*

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

*Copy of Note & Mortgage*

The information contained in this facsimile transmission is privileged and confidential, and for the sole use of the intended recipient. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the accompanying communication is strictly prohibited. If you have received this communication in error, immediately notify us by telephone at the contact number above.

91-15-39-011 (11/87)

GREEN TREE CONSUMER DISCOUNT

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090

**LENDER'S NAME AND ADDRESS**

"You" means the Lender,  
its successors and assigns.

TIMOTHY R. WILLIAMS  
CYNTHIA LOU WILLIAMS  
RD #1 BOX 357  
WEST DECATUR, PA 16878

**DISBURSEMENT DATE:** 5/13/98

Loan Number: 73424258

Date: 5-8-98

Maturity Date: 8-15-2018

Loan Amount: \$ 37765.75

Renewal Of: NA

**BORROWER'S NAME AND ADDRESS**

"I" includes each Borrower above,  
jointly and severally.

**TERMS FOLLOWING A — APPLY ONLY IF CHECKED**
**Secondary Mortgage Loan**

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.

For value received, I promise to pay to you at your address listed above the **PRINCIPAL** sum of  
THIRTY SEVEN THOUSAND SEVEN HUNDRED SIXTY FIVE AND 75/100 DOLLARS

Dollars: \$ 37765.75

**XX Single Advance:** I will receive all of this principal sum on \_\_\_\_\_ . No additional advances are contemplated under this note.

**Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On date of first advance will receive the amount of \$2000 (land value) and future principal advances are contemplated. You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**Conditions:** The conditions for future advances are 1st advance (adv): real property appraisal & legal permits; 2nd adv: land improvement invoices, lien waivers, customer advance authorization ("CAA"); 2nd or 3rd adv: home & setup & CAA; final adv: certificate of occupancy or inspection report & CAA.

**INTEREST:** I agree to pay interest on the outstanding principal balance from date of first advance. \_\_\_\_\_ at the rate of 8.75 % per year until the principal balance is fully paid.

**N/A Variable Rate:** Notice to borrower: This document contains provisions for a variable interest rate. This rate may then change as stated below.

**Change Dates:** Each date on which the interest rate may change is called a Change Date. The interest rate may change \_\_\_\_\_ and on every \_\_\_\_\_ thereafter.

**The Index:** Beginning with the first Change Date, the interest rate will be based on the following index: \_\_\_\_\_

The most recent index value available as of the date \_\_\_\_\_ 45 days \_\_\_\_\_ before each Change Date is called the "Current Index."

**Calculation of Change:** Before each Change Date, the Lender will calculate the interest rate, which will be \_\_\_\_\_ the Current Index. The result of this calculation will be rounded \_\_\_\_\_

The new interest rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate until the next Change Date.

**Limitations:** The interest rate will never be greater than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

The interest rate will never change on any single Change Date by more than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the effect of changing the amount of the scheduled payments:

**ACCRUAL METHOD:** Interest will be calculated on a simple interest \_\_\_\_\_ basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

— on the same fixed or variable rate basis in effect before maturity (as indicated above).

— at a rate equal to \_\_\_\_\_

**XX LATE CHARGE:** I agree to pay a late charge on the portion of any payment made more than 15 days after it is due equal to 5.00 OR 2.00% OF THE PAYMENT, WHICHEVER IS LESS.

**ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which \_\_\_\_\_ are \_\_\_\_\_ are not included in the principal amount above: \_\_\_\_\_

**PAYMENTS:** I agree to pay this note as follows: **INTEREST:** I agree to pay accrued interest during the construction period on a monthly basis on cumulative amounts advanced, and principal & interest monthly thereafter until the contract is fully paid.

**PRINCIPAL:** I agree to pay the principal in 240 monthly installments, beginning no later than 45 days after the completion of the construction funding period.

**INSTALLMENTS:** I agree to pay this note in 240 payments. \*The first payment will be in the amount of \$ 333.74 (principal & interest) and will be due approx. 30 days from final disbursement. A payment of \$ 333.74 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due 240 months from last construction disbursement.

\* The payment schedule is in addition to and shall begin subsequent to the construction period interest only payments.

**PREPAYMENT REFUND:** I may prepay all or part of this note without penalty. If I prepay in full, you will refund part of the finance charge.

**REAL ESTATE NOTE**

© 1984, 1991, 1999 BankOne Systems, Inc., St. Cloud, MN Form GTH-RENLA2PA 1/22/98

GT-15-39-011 (11/87) (Page 1 of 4)

**NOTICE TO COSIGNER**

You (the cosigner) are being asked to guaranty 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 also may 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.

**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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

PURPOSE: The purpose of this loan is construction on  
land and home.

Signature for Lender

GREEN TREE CONSUMER DISCOUNT CO.

By: Mari Lych

Its:

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTICE (INCLUDING THOSE ON PAGES 1, 2, 3 AND 4). I have received a copy on today's date.

Timothy R. Williams  
TIMOTHY R. WILLIAMS

Cynthia Lou Williams  
CYNTHIA LOU WILLIAMS

---

EXHIBIT 'B'

1933 PAGE 406

MAIL TO:

JO # 105-N09-27

STRATFORD SETTLEMENTS  
8001 ROWAN ROAD, SUITE 203  
CRANBERRY TWP., 18068

734 24259

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:35 PM 5-19-98  
BY Shirley L. Doyle  
FEES 23.00  
Karen L. Starck, Recorder

Commonwealth of Pennsylvania  
GT-15-39-090 (3/94)

Space Above This Line For Recording Data

### OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MAY 8, 1998 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: TIMOTHY R. WILLIAMS  
CYNTHIA LOU WILLIAMS  
RD #1 BOX 357

WEST DECATUR, PA 16878

..... If checked, refer to the attached Addendum Incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: GREEN TREE CONSUMER DISCOUNT CO.

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property: All of the property located at RD #1 BOX 357

in the City/Town/Village of WEST DECATUR, County of CLEARFIELD, State of PA, in which the Borrower has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as Exhibit A, together with a security interest in that certain 1997, 68 X 28 MANORWOOD mobile home, serial number PV00856ABM.

The Borrower does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Borrower has signed the Mortgage, and to attach Exhibit A after the Borrower has signed the Mortgage.

The property is located in CLEARFIELD at RD #1 BOX 357 (Address), WEST DECATUR (City), Pennsylvania 16878 (ZIP Code).

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

..... NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE

..... Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]

..... Condominium Rider ..... Planned Unit Development Rider ..... Other .....

..... Additional Terms.

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

*Timothy R. Williams*  
(Signature) TIMOTHY R. WILLIAMS (Date) 5/18/98

*Cynthia Lou Williams*  
(Signature) CYNTHIA LOU WILLIAMS (Date) 5/18/98

*Charles S. Tennen*  
(Signature) (Date) (Witness)

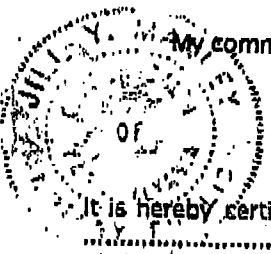
*Laurin Lingo*  
(Signature) (Date) (Witness)

ACKNOWLEDGMENT:

COMMONWEALTH OF PA, COUNTY OF Centre } 55.  
On this, the 18th day of MAY 1998, before me *Julie Y. Manley*,  
(Individual) the undersigned officer, personally appeared  
TIMOTHY R. WILLIAMS & CYNTHIA LOU WILLIAMS, known to me (or satisfactorily proven)  
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged  
that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:



Notarial Seal  
Julie Y. Manley, Notary Public  
Boggs Twp., Centre County  
My Commission Expires June 17, 2000  
Member, Pennsylvania Association of Notaries

*Julie Y. Manley*  
Notary Public  
Title of Officer

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

*Marci L. Zych*  
MARCI L. ZYCH

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE IN BOGGS TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST CORNER AT SOUTH CORNER OF CHARLES PARKS LAND; THENCE WEST SEVEN HUNDRED FIFTY (750) FEET TO A POST CORNER AT LAND OF JEROME SHIMACI; THENCE NORTH ONE HUNDRED EIGHTY (180) FEET TO A POST CORNER AT LAND OF J.C. LOCKERR; THENCE EAST SEVEN HUNDRED FIFTY (750) FEET TO A POST CORNER AT LAND OF J.C. LOCKETT; THENCE SOUTH ONE HUNDRED EIGHTY (180) FEET TO POST CORNER OF CHARLES PARKS LAND AND PLACE OF BEGINNING.

CURRENT PARCEL ID #: 105-N09-27

NOTARY CERTIFY that this document  
recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck

Recorder

Entered of Record 5-19-1998 2:35pm Karen L. Starck, Recorder



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EXHIBIT 'C'

**Pennsylvania  
Act 91 Notice**

Timothy R. Williams and Cynthia Lou Williams  
RD #1 Box 357  
West Decatur, Pennsylvania 16878

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

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are enclosed with this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area.

The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Date: 6/1/04

TO: Timothy R. Williams and Cynthia Lou Williams      Re: RD #1 Box 357  
RD #1 Box 357      West Decatur, Pennsylvania 16878  
West Decatur, Pennsylvania 16878

FROM: Conesco Finance  
c/o Fineman Krekstein & Harris, P.C.  
United Plaza - 30 South 17<sup>th</sup> Street - 18<sup>th</sup> Floor  
Philadelphia, PA 19103

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM  
FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE --- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice or the mortgagee. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES --- If you meet with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are enclosed with this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE --- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION --- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure

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proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT. (If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at RD # 1 Box 357, West Decatur, Pennsylvania 16878 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are not past due: 2/10/03 - \$19.41; 3/10/03 - \$353.23; 4/10/03 - \$353.23; 5/10/03 - \$353.23; 6/10/03 - \$353.23; 7/10/03 - \$353.26; 8/10/03 - \$333.74; 9/10/03 - \$333.64; 10/10/03 - \$333.74; 11/10/03 - \$353.23; 12/10/03 - \$353.23; 1/10/04 - \$353.23; 2/10/04 - \$353.23; 3/10/04 - \$381.73; 4/10/04 - \$381.73; 5/10/04 - \$381.04; 6/10/04 - \$381.73 (which include insurance). Other charges (explain/itemize): NSF Fee: \$0.00 Late Charges: \$67.51. TOTAL AMOUNTS PAST DUE: \$5,412.92.

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

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,140.04 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES TO BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Conesco Finance (Need address). (do not send cash). You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.) \_\_\_\_\_

**IF YOU DO NOT CURE THE DEFAULT** --- If you do not cure the default with THIRTY (30) DAYS of the date of this notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct her attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** --- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** --- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgager to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one month from the date of this notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contact the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Conseco Finance  
Address: 800 Landmark Towers,  
L800A,  
345 St. Peter Street,  
St. Paul Minnesota 55102

**EFFECT OF SHERIFF'S SALE** --- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** --- You \_\_\_\_\_ may or ☒ may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

--- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION OT PAY OFF THIS DEBT.

--- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

--- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT, (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

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

--- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

--- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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EXHIBIT 'D'

**Notice of Intention to Foreclose Mortgage Pursuant to 41 P.S. §403 ("Act 6 Notice")**

The MORTGAGE held by Conseco Finance Corp. (hereinafter we, us, or ours) on your property located at RD #1 Box 357, West Decatur, Pennsylvania 16878, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$333.74 for the months of March 2003 through April 2004, along with your failure to pay monthly insurance payments as follows:

February 2003:	\$19.41
March 2003:	19.49
April 2003:	19.49
May 2003:	19.49
June 2003:	19.49
July 2003:	19.52
November 2003:	19.49
December 2003:	19.49
January 2004:	19.49
February 2004:	19.49
March 2004:	47.99
April 2004:	47.99
May 2004:	47.99

Late charges and other charges have also accrued to this date in the amount of \$67.51. The late charge is calculated as 2% percent of your monthly payment of principal and interest or \$5.00 whichever is less. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$5,412.92, made up of \$5,344.92 in regular monthly mortgage payments and insurance and \$67.51 in late charges and other charges.

**You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of \$5,412.92, plus any additional monthly payments and late charges which may fall due during this period.** Such payment must be made either by cash, cashier's check, certified check, or money order, and made at Conseco Finance Corp., 800 Landmark Towers, L800A, 345 St. Peter Street, St. Paul Minnesota 55102.

**If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments.** This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. **If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property will be sold by the sheriff to pay off the mortgage debt.** If we refer your case to our attorneys, but you cure the default before they

begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred, up to \$ 50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$ 50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. **If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.**

We may also sue you personally for the unpaid principal and all other sums due under the mortgage.

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale [and perform any other requirements under the mortgage].** It is estimated that the earliest date that such a sheriff's sale could be held would be approximately February 1, 2004. A notice of the date of the sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 215-893-9300. This payment must be in cash, cashier's check, certified check, or money order and made payable to us at the address stated above.

You should realize that a sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. [YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES, AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, [AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED]. CONTACT U.S. TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST]. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

**If you cure the default, the mortgage will be restored to the same position as if no default had occurred.** However, you are not entitled to this right to cure your default more than three times in any calendar year.



CA

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: Drew S. Dorfman, Esquire

I.D. No. 15753

BY: Krista Frankina Fiore, Esquire

I.D. No. 82392

30 S. 17<sup>th</sup> Street - Suite 1800

Philadelphia, Pennsylvania 19103

215-893-9300

Attorney for Conseco Finance Corp.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

CONSECO FINANCE CORPORATION :

Plaintiff :

vs. :

NO. 04-1232-CD :

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

Defendants :

**ORDER**

AND NOW, this 14<sup>th</sup> day of December, 2004, upon consideration of

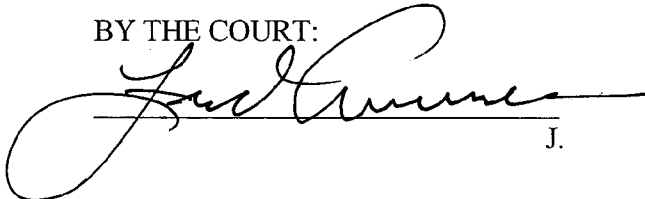
Defendant's Motion for Alternative Service, it is hereby

**ORDERED** and **DECREED** that Plaintiff's Motion is GRANTED and Plaintiff Conseco

Finance Corporation is hereby permitted to serve Defendant Timothy Williams by:

- ☒ Publication in the Progress, one time. <sup>SJA</sup> (newspaper)
- ☒ Posting Premises of RD #1, Box 357, West Decatur, Pennsylvania 16878
- ☒ Regular Mail
- ☐ Certified Mail
- ☐ Other \_\_\_\_\_

BY THE COURT:

  
J.

**FILED** <sup>evk</sup>

02:51 PM 10/16/04

DEC 14 2004

William A. Shaw  
Prothonotary

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: Drew S. Dorfman, Esquire

I.D. No. 15753

BY: Krista Frankina Fiore, Esquire

I.D. No. 82392

30 S. 17<sup>th</sup> Street - Suite 1800

Philadelphia, Pennsylvania 19103

215-893-9300

**FILED**  
*M 10:42 AM 10/09/04*

**DEC 09 2004**

**William A. Shaw**  
**Prothonotary**

Attorney for Conseco Finance Corp.

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA**  
**CIVIL ACTION - LAW**

CONSECO FINANCE CORPORATION :  
Plaintiff :

vs. :

NO. 04-1232-CD

TIMOTHY R. WILLIAMS and :  
CYNTHIA LOU WILLIAMS :  
Defendants :

**PETITION FOR ALTERNATIVE SERVICE**

Plaintiff, Conseco Finance Corporation, by and through their attorney, Krista Frankina Fiore, Esquire respectfully represents the following:

1. This suit arises from a Universal Note or Manufactured Home Retail Installment Contract and Security Agreement ("the Note") in the original principal sum of \$37,765.75 to evidence Defendants' obligation to Plaintiff for the purchase price of a property. Said Note was executed by Defendants on or about May 13 1998. A true and correct copy of the Note is attached hereto as Exhibit "A".

2. As security for Defendants' obligation to Plaintiff, Defendants executed a mortgage dated May 8, 1998 in the original principal sum of \$37,765.75 on the real property known as at RD #1 Box 357, West Decatur, Pennsylvania 16878 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto as Exhibit "B".

3. Pursuant to the Note, Five Thousand Seven Hundred and Forty-Six Dollars and Seventeen Cents (\$5,746.17) is currently due and owing plaintiff from Defendants and, despite demands, Defendants have failed to pay the amount due, along with attorney's fees.

4. Suit was filed against Timothy Williams and Cynthia Williams, h/w, on or about August 12, 2004, and requested service on Defendants at RD #1, Box 357, West Decatur, Pennsylvania 16878.

5. The Sheriff Return from the Sheriff of Clearfield County indicates that Defendant Cynthia Williams was personally served at the Sheriff's Office on September 9, 2004. A true and correct copy of said report is attached hereto, made part hereof and marked Exhibit "C".

6. Service was attempted on Defendant Timothy Williams at RD #1, Box 357, West Decatur, Pennsylvania by the Sheriff of Clearfield County on several occasions, the last of which was on or about September 21, 2004 at which time it was indicated that Defendant was, "not found" and his whereabouts were, "unknown." A true and correct copy of Return of Service is attached hereto, made part hereof and marked Exhibit "C".

7. On or about October 8, 2004, Plaintiff's counsel wrote to the Postmaster of the United States Post Office for West Decatur, PA 16878 requesting information on Defendant Timothy Williams. The Post Office responded on or about October 13, 2004 indicating that he was receiving mail at 192 North 6<sup>th</sup> Street, Grampian, PA 16838. A true and correct copy of response of the Postmaster is attached hereto, made part hereof and marked Exhibit "D".


8. On or about November 22, 2004, the Sheriff of Clearfield County attempted service of Timothy Williams at 192 North 6<sup>th</sup> Street, Grampian, PA 16838, but he was not at the premises to be served. A true and correct copy of the Return of Service is attached hereto, made part hereof and marked Exhibit "E".

9. To the best of Plaintiff's counsel's knowledge, information and belief, Defendant Timothy Williams is concealing his whereabouts in that he was not at the address given to the Plaintiff at the time of the execution of a Universal Note or Manufactured Home Retail Installment Contract and Security Agreement and not at the address given by the Post Office at 192 North 6<sup>th</sup> Street, Grampian, Pa 16838.

10. Since the instant suit arises out of a Universal Note and a Manufactured Home Retail Installment Contract and Security Agreement, arising out of the premises of RD #1, Box 357, West Decatur, Pennsylvania 16878, Plaintiff respectfully requests that service be permitted by posting at RD #1, Box 357, West Decatur, Pennsylvania 16878, and/or publishing in the local newspaper.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court to enter an Order permitting that service of Plaintiff's Mortgage Foreclosure Complaint by posting or leaving a copy of the Complaint at RD #1, Box 357, West Decatur, Pennsylvania 16878, and/or publishing in the local newspaper.

**FINEMAN KREKSTEIN & HARRIS, P.C.**

By:   
KRISTA FRANKINA FIORE, ESQUIRE  
Attorney for: Plaintiff, Conseco Finance

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: Drew S. Dorfman, Esquire

I.D. No. 15753

BY: Krista Frankina Fiore, Esquire

I.D. No. 82392

30 S. 17<sup>th</sup> Street - Suite 1800

Philadelphia, Pennsylvania 19103

215-893-9300

Attorney for Conseco Finance Corp.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

CONSECO FINANCE CORPORATION :

Plaintiff :

vs. :

NO. 04-1232-CD

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

Defendants :

**MEMORANDUM OF LAW**

Rule 430(a) of the Pennsylvania Rules of Civil Procedure and Clearfield County Civil Rule

233 are applicable to the instant case. Pennsylvania Rule of Civil Procedure 430(a) states:

If service cannot be made under the applicable rule the Plaintiff may move the Court for a special Order directing the method of service. The Motion shall be accompanied by an Affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the Defendant and the reasons why service cannot be made.

Furthermore, Clearfield County Civil Rule 233 provides that:

Whenever service by publication is authorized by law or rule of Court and the manner of publication is not otherwise specified, such service shall be made by publishing the required notice one time in a newspaper of general circulation in Clearfield County. Affidavits of publication shall be filed in the Prothonotary's office

In the instant case, the Plaintiff is entitled to an Order permitting alternative service on Defendant Timothy Williams since there have been attempts at service of the Complaint by the

Sheriff of Clearfield County which was unsuccessful. Defendant also wrote to the Postmaster to obtain an address for Defendant Timothy Williams where he can be served, and service was attempted at that address as well. On these attempts of service of the Mortgage Foreclosure Complaint, the Plaintiff believes that Defendant Timothy Williams has obstructed service.

To the best of Plaintiff's counsel's knowledge, information and belief, Defendant Timothy Williams is concealing his whereabouts in that he was not at the address given to the Plaintiff at the time of the execution of a Universal Note or Manufactured Home Retail Installment Contract and Security Agreement and not at the address given by the Post Office at 192 North 6<sup>th</sup> Street, Grampian, Pa 16838.

Since the instant suit arises out of a Universal Note and a Manufactured Home Retail Installment Contract and Security Agreement, arising out of the premises of RD #1, Box 357, West Decatur, Pennsylvania 16878, Plaintiff respectfully requests that service be permitted by posting at RD #1, Box 357, West Decatur, Pennsylvania 16878, and/or publishing in the local newspaper.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court to enter an Order permitting that service of Plaintiff's Mortgage Foreclosure Complaint by posting or leaving a copy of the Complaint at RD #1, Box 357, West Decatur, Pennsylvania 16878, and/or publishing in the local newspaper.

Respectfully submitted,

By: Krista R. Fiore  
KRISTA FRANKINA FIORE, ESQUIRE  
Attorney for: Plaintiff, Conesco Finance

**VERIFICATION**

KRISTA FRANKINA FIORE, ESQUIRE , hereby states that she is the attorney for the Plaintiff in this action and verifies that the statements made in the foregoing Motion for Alternative Service of Complaint are true and correct to the best of her knowledge, information and belief.

The undersigned understands that the statements therein made are subject to the penalties of 18 PA. C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
KRISTA FRANKINA FIORE

Date: December 7, 2004

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: Drew S. Dorfman, Esquire

I.D. No. 15753

BY: Krista Frankina Fiore, Esquire

I.D. No. 82392

30 S. 17<sup>th</sup> Street - Suite 1800

Philadelphia, Pennsylvania 19103

215-893-9300

Attorney for Conseco Finance Corp.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

CONSECO FINANCE CORPORATION :

Plaintiff :

vs. :

NO. 04-1232-CD

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

Defendants :

**CERTIFICATION OF SERVICE**

KRISTA FRANKINA FIORE, ESQUIRE, hereby certifies that on December 7, 2004, she did place in the U.S. MAIL a true and correct copy of Motion for Alternative Service of Complaint and served same by postage prepaid regular first class mail as follows:

Timothy Williams  
RD #1 Box 357  
West Decatur, Pennsylvania 16878

Cynthia Williams  
RD #1 Box 357  
West Decatur, Pennsylvania 16878

Timothy Williams  
192 North 6<sup>th</sup> Street  
Grampian, Pa 16838

and also by certified mail, return receipt requested, tracking Nos. 7002 2410 0003 9964 4377, 7002 2410 0003 9964 4636 and 7002 2410 0003 9964 4643

By:

  
KRISTA FRANKINA FIORE, ESQUIRE  
Attorney for: Plaintiff, Conseco Finance



## **EXHIBIT “A”**

ST-15-55-011 (11/97)

GREEN TREE CONSUMER DISCOUNT

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090**LENDER'S NAME AND ADDRESS**  
"You" means the Lender,  
its successors and assigns.TIMOTHY E. WILLIAMS  
CYNTHIA LOU WILLIAMS  
RD #1 BOX 357  
WEST DECATUR, PA 16878**DISBURSEMENT DATE:** 5/13/98

Loan Number: 73424759

Date: 5-8-98

Maturity Date: 8-15-2018

Loan Amount: \$ 37765.75

Renewal Of: NA

**BORROWER'S NAME AND ADDRESS**"I" includes each Borrower above,  
jointly and severally.**TERMS FOLLOWING A — APPLY ONLY IF  
CHECKED****Secondary Mortgage Loan**This agreement is subject to the provisions of the Secondary Mortgage Loan Act.  
For value received, I promise to pay to you at your address listed above the **PRINCIPAL** sum of  
**THIRTY SEVEN THOUSAND SEVEN HUNDRED SIXTY FIVE AND 75/100 DOLLARS****XX Single Advance:** I will receive all of this principal sum on \_\_\_\_\_ Dollars & c. 37765.75.  
contemplated under this note. No additional advances are**Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note.  
On date of first advance will receive the amount of \$2000 (land value) and future principal advances are contemplated.

You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**Conditions:** The conditions for future advances are 1st advance(adv): real property appraisal & legal permits;  
2nd adv: land improvement invoices, lien waivers, customer advance authorization ("CAA"); 2nd or 3rd adv:

home &amp; setup &amp; CAA; final adv: certificate of occupancy or inspection report &amp; CAA.

**INTEREST:** I agree to pay interest on the outstanding principal balance from date of first advance.  
rate of 8.75 % per year until the principal balance is fully paid. at the**N/A Variable Rate:** Notice to borrower: This document contains provisions for a variable interest rate. This rate may then  
change as stated below.**Change Dates:** Each date on which the interest rate may change is called a Change Date. The interest rate may  
change \_\_\_\_\_ and on every \_\_\_\_\_ thereafter.**The Index:** Beginning with the first Change Date, the interest rate will be based on the following Index: \_\_\_\_\_

The most recent index value available as of the date 45 days \_\_\_\_\_

before each Change Date is called the "Current Index."

**Calculation of Change:** Before each Change Date, the Lender will calculate the interest rate, which will be \_\_\_\_\_  
the Current Index. The result of this calculation will be rounded \_\_\_\_\_rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate  
until the next Change Date.**Limitations:** The interest rate will never be greater than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

The interest rate will never change on any single Change Date by more than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the effect of changing the amount of the scheduled  
payments.**ACCRUAL METHOD:** Interest will be calculated on a simple interest \_\_\_\_\_ basis.**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in  
full, as stated below:

— on the same fixed or variable rate basis in effect before maturity (as indicated above).

— at a rate equal to \_\_\_\_\_

**XX LATE CHARGE:** I agree to pay a late charge on the portion of any payment made more than 15 \_\_\_\_\_ days after it is  
due equal to 5.00 OR 2.00% OF THE PAYMENT, WHICHEVER IS LESS.**ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which \_\_\_\_\_ are \_\_\_\_\_ are not  
included in the principal amount above:**PAYMENTS:** I agree to pay this note as follows: **INTEREST:** I agree to pay accrued interest during the construction  
period on a monthly basis on cumulative amounts advanced, and principal & interest monthly thereafter until  
the contract is fully paid.**PRINCIPAL:** I agree to pay the principal in 240 monthly installments, beginning no later than 45 days  
days after the completion of the construction funding period.**INSTALLMENTS:** I agree to pay this note in 240 payments. \*The first payment will be in the amount of  
\$ 333.74 (principal & interest) and will be due approx. 30 days from final disbursement. A payment of  
\$ 333.74 will be due monthly thereafter. The final payment of the entire unpaid balance of  
principal and interest will be due 240 months from last construction disbursement.\* The payment schedule is in addition to and shall begin subsequent to the construction period interest only payments.  
**PREPAYMENT REFUND:** I may prepay all or part of this note without penalty. If I prepay in full, you will  
refund part of the finance charge.**REAL ESTATE NOTE**

© 1994, 1991, 1990 BankOne Systems, Inc., St. Cloud, MN Form GTH-RNLA2PA 1/22/98

ST-15-55-011 (11/97) (page 1 of 4)

**NOTICE TO COSIGNER**

You (the cosigner) are being asked to guaranty 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 also may 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.

**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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**PURPOSE:** The purpose of this loan is construction on  
land and home.

Signature for Lender

GREEN TREE CONSUMER DISCOUNT CO.

By: Mari Lyle

(s)

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3 AND 4). I have received a copy on today's date.

Timothy H. Williams  
TIMOTHY H. WILLIAMS

Cynthia Lou Williams  
CYNTHIA LOU WILLIAMS

## **EXHIBIT “B”**

1933 PAGE 406

MAIL TO:

STRATFORD SETTLEMENTS  
8001 ROWAN ROAD, SUITE 203  
CRANBERRY TWP., 18068

JO # 105-N09-27

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:35 PM 5/28/98  
BY Shirley A. Scale  
FEES 23.00

Karen L. Sturck, Recorder

Commonwealth of Pennsylvania

GT-15-39-090 (5/94)

Space Above This Line For Recording Data

**OPEN-END MORTGAGE**

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MAY 8, 1998 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: TIMOTHY R. WILLIAMS  
CYNTHIA LOU WILLIAMS  
RD #1 BOX 357

WEST DECATUR, PA 16878

..... If checked, refer to the attached Addendum Incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: GREEN TREE CONSUMER DISCOUNT CO.

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

All of the property located at RD #1 BOX 357  
in the City/Town/Village of WEST DECATUR, County of CLEARFIELD,  
State of PA, in which the Borrower has an ownership, leasehold or other  
legal interest. This property is more particularly described on the schedule titled  
"Additional Property Description" which is attached hereto as Exhibit A,  
together with a security interest in that certain 1997, 68 X 28  
MAKORWOOD mobile home, serial number PV00056ABH.

The Borrower does hereby authorize the Lender or its assigns to obtain a  
more detailed property description after the Borrower has signed the Mortgage,  
and to attach Exhibit A after the Borrower has signed the Mortgage.

The property is located in CLEARFIELD at .....  
(County) .....  
RD #1 BOX 357 .....  
(Address) WEST DECATUR .....  
(City) PA .....  
....., Pennsylvania 16878 .....  
(ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

PENNSYLVANIA - MORTGAGE (NOT FOR RNMA, FHLMG, FIA OR VA USE)

© 1994 Bankers Systems, Inc., St. Cloud, MN (1-800-397-3341) Form GTM-MTG-AZPA 10/11/94

GT-15-39-090 (5/94) (page 1 of 6)

VOL 1933 PAGE 411

- ..... NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE
- ..... Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]
- ..... Condominium Rider ..... Planned Unit Development Rider ..... Other .....
- ..... Additional Terms.

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

*Timothy R. Williams* 5/8/98  
(Signature) TIMOTHY R. WILLIAMS (Date)

*Cynthia Lou Williams* 5/8/98  
(Signature) CYNTHIA LOU WILLIAMS (Date)

*Charles S. Teener*  
(Signature) (Date)  
(Witness)

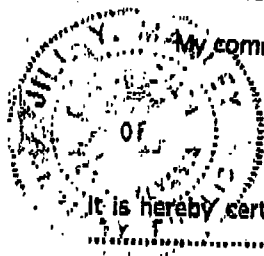
*Robin Lanage*  
(Signature) (Date)  
(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PA COUNTY OF Centre ss.  
On this, the 8th day of MAY, 1998, before me Jeff Y. Manley,  
(Ind/vidual) the undersigned officer, personally appeared  
TIMOTHY R. WILLIAMS & CYNTHIA LOU WILLIAMS, known to me (or satisfactorily proven)  
to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged  
that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:



Notarial Seal  
Jeff Y. Manley, Notary Public  
Boysie Twp., Centre County  
My Commission Expires June 17, 2000  
Member, Pennsylvania Association of Notaries

*Jeff Y. Manley*  
Notary Public  
Title of Officer

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

*Marci L. Zych*  
MARCI L. ZYCH

VOL 1933 PAGE 412

**LEGAL DESCRIPTION**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE IN BOGGS TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST CORNER AT SOUTH CORNER OF CHARLES PARKS LAND; THENCE WEST SEVEN HUNDRED FIFTY (750) FEET TO A POST CORNER AT LAND OF JEROME SHIMACI; THENCE NORTH ONE HUNDRED EIGHTY (180) FEET TO A POST CORNER AT LAND OF J.C. LOCKERR; THENCE EAST SEVEN HUNDRED FIFTY (750) FEET TO A POST CORNER AT LAND OF J.C. LOCKETT; THENCE SOUTH ONE HUNDRED EIGHTY (180) FEET TO POST CORNER OF CHARLES PARKS LAND AND PLACE OF BEGINNING.

CURRENT PARCEL ID #: 105-N09-27

ANY COPY OF THIS DOCUMENT  
recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.

*Karen L. Starck*

Karen L. Starck

Recorder

Entered of Record 5-19-1998 2:35p Karen L. Starck, Recorder

**EXHIBIT “C”**



**In The Court of Common Pleas of Clearfield County, Pennsylvania****CONSECO FINANCE CORPORATION****VS.****Sheriff Docket # 16104****04-1232-CD****WILLIAMS, TIMOTHY R. & CYNTHIA LOU****COMPLAINT IN MORTGAGE FORECLOSURE****SHERIFF RETURNS**

9/9 NOW SEPTEMBER 9, 2004 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CYNTHIA LOU WILLIAMS, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CYNTHIA LOU WILLIAMS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

9/21 NOW SEPTEMBER 21, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TIMOTHY R. WILLIAMS, DEFENDANT. WHEREABOUTS UNKNOWN.

**Return Costs**

Cost	Description
------	-------------

49.12	SHERIFF HAWKINS PAID BY: ATTY CK# 47938
-------	---

20.00	SURCHARGE PAID BY: ATTY CK# 47939
-------	-----------------------------------

**Sworn to Before Me This**

\_\_\_\_ Day Of \_\_\_\_\_ 2004

**So Answers,**

**Chester A. Hawkins**  
**Sheriff**

## **EXHIBIT “D”**

# FINEMAN KREKSTEIN & HARRIS, P.C.

A Pennsylvania Professional Corporation

## PHILADELPHIA OFFICE

United Plaza  
30 S. 17<sup>th</sup> Street  
Suite 1800  
Philadelphia, PA 19103  
(215) 893-9300  
Fax: (215) 893-8719  
ANDREW D. LAVER  
Direct Dial: 215-893-8749  
E-Mail: alaver@finemanlawfirm.com  
Paralegal

## ATTORNEYS-AT-LAW

www.finemanlawfirm.com

## NEW JERSEY OFFICE

The Rohrer Building  
222 Haddon Avenue  
Suite 2B  
Westmont, NJ 08108  
(856) 795-1118  
Fax: (856) 795-1110  
Please Respond to Philadelphia Office

October 8, 2004

Postmaster

West Decatur, Pennsylvania 16878

**Re: Request for Change of Address or Box holder  
Information Needed for Service of Legal Process**

Dear Postmaster:

Please furnish the new address or the name and street address (if a box holder) for the following:

Name: Timothy Williams

Address: RD #1, Box 357, West Decatur, PA 16878

**NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for box holder information.**

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing box holder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party requesting himself):  
Attorney
2. Statue or regulation that empowers me to service process (not required when requester is an attorney or a party acting *pro se* - except a corporation acting *pro se* must cite statute):  
Not applicable
3. The names of all known parties to the litigation:  
Conseco Finance Corporation v. Williams

4. The Court in which the case has been or will be heard:  
Clearfield County Court of Common Pleas
5. The docket or other identifying number if one has been issued:  
No. 04-1232-CD
6. The capacity in which this individual is to be served (e.g., defendant or witness):  
Defendant

**WARNING**


**THE SUBMISSION OF FALSE INFORMATION EITHER (1) TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOX HOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN FIVE (5) YEARS, OR BOTH (TITLE 18 U.S.C. § 1001).**

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Thank you for your anticipated cooperation in this matter.

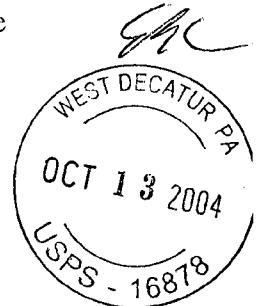
Very truly yours,

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY:   
ANDREW D. LAVER  
Paralegal to Krista Fiore, Esquire

ADL/  
encl.

192 N 6TH ST  
GRAMPAN PA 16838



## **EXHIBIT “E”**

## TRANSMISSION VERIFICATION REPORT

TIME : 11/22/2004 11:19  
NAME : SHERIFF  
FAX : 7655915  
TEL :  
SER. # : BR0C3N806794

DATE, TIME 11/22 11:19  
FAX NO./NAME 12158938739  
DURATION 00:00:00  
PAGE(S) 00  
RESULT BUSY  
MODE STANDARD

BUSY: BUSY/NO RESPONSE

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

CONSECO FINANCE CORPORATION

Sheriff Docket # 16104

vs.

04-1222-CD

WILLIAMS, TIMOTHY R. &amp; CYNTHIA LOU

COMPLAINT IN MORTGAGE FORECLOSURE

COPY

**SHERIFF RETURNS**

NOW NOVEMBER 22, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE  
WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TIMOTHY R.  
WILLIAMS, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS. POSSIBLY LIVING  
IN CLEARFIELD, PA.

**Return Costs**

Cost	Description
18.37	SHERIFF HAWKINS PAID BY: ATTY CK# 48656
10.00	SURCHARGE PAID BY: ATTY CK# 48657

Sworn to Before Me This

So Answers,

\_\_\_\_ Day Of \_\_\_\_\_ 2004



Chester A. Hawkins  
Sheriff

FINEMAN KREKSTEIN & HARRIS, P.C.

BY: Drew S. Dorfman, Esquire

Identification No. 15853

Krista Frankina Fiore, Esquire

Identification No. 82392

Attorneys for Plaintiff

United Plaza - 30 South 17<sup>th</sup> Street  
18<sup>th</sup> Floor

Philadelphia, PA 19103

(215) 893-9300

CONSECO FINANCE CORPORATION :

800 Landmark Towers, L800A :

345 St. Peter Street :

St. Paul Minnesota 55102 :

v. :

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

RD#1 Box 357 :

West Decatur, PA 16878 :

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

NO. 04-1232-CD

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint against Defendants with regard to the above captioned matter.

FINEMAN, KREKSTEIN & HARRIS, P.C.

BY: 

DREW S. DORFMAN, ESQUIRE

KRISTA FRANKINA FIORE, ESQUIRE

Attorney for Plaintiff Consecro Finance

Dated: 12/16/04

FILED

DEC 23 2004

William A. Shaw  
Prothonotary/Clerk of Courts

*W/Noec*  
*m/10.2004*  
*Atty pd 7.00*  
*1 Compl Reinstated*  
*to Atty*

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 100149  
NO: 04-1232-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CONSECO FINANCE CORPORATION

VS.

DEFENDANT: TIMOTHY R. WILLIAMS and CYNTHIA LOU WILLIAMS

**SHERIFF RETURN**

NOW, January 19, 2005 AT 11:30 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT RD#1 BOX 357, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: /

**FILED**  
FEB 09 2005 <sup>6K</sup>  
6/31/05  
William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100149  
NO: 04-1232-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CONSECO FINANCE CORPORATION  
vs.  
DEFENDANT: TIMOTHY R. WILLIAMS and CYNTHIA LOU WILLIAMS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FINEMAN	49185	10.00
SHERIFF HAWKINS	FINEMAN	49185	18.28

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

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

CONSECO FINANCE CORPORATION

VS.

WILLIAMS, TIMOTHY R. & CYNTHIA LOU

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

16104

04-1232-CD

**SHERIFF RETURNS**

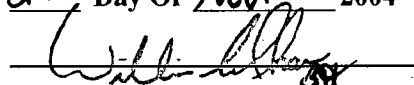
NOW NOVEMBER 22, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TIMOTHY R. WILLIAMS, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS. POSSIBLY LIVING IN CLEARFIELD, PA.

**Return Costs**

Cost	Description
18.37	SHERIFF HAWKINS PAID BY: ATTY CK# 48656
10.00	SURCHARGE PAID BY: ATTY CK# 48657

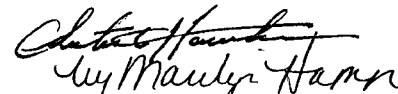
Sworn to Before Me This

24<sup>th</sup> Day Of Nov. 2004



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

So Answers,



Chester A. Hawkins  
Sheriff

**FILED** <sup>EGK</sup>  
012:40 PM  
NOV 24 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FINEMAN KREKSTEIN & HARRIS, P.C.

BY: Drew S. Dorfman, Esquire

Identification No. 15853

Krista Frankina Fiore, Esquire

Identification No. 82392

Attorneys for Plaintiff

United Plaza - 30 South 17<sup>th</sup> Street

18<sup>th</sup> Floor

Philadelphia, PA 19103

(215) 893-9300

CONSECO FINANCE CORPORATION :

800 Landmark Towers, L800A :

345 St. Peter Street :

St. Paul Minnesota 55102 :

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

v. :

NO. 04-1232-CD

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

RD#1 Box 357 :

West Decatur, PA 16878 :

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint against Defendants with regard to the above captioned matter.

**FINEMAN, KREKSTEIN & HARRIS, P.C.**

BY: 

**DREW S. DORFMAN, ESQUIRE**

**KRISTA FRANKINA FIORE, ESQUIRE**

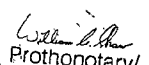
Attorney for Plaintiff Conesco Finance

Dated: 10/19/04

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

OCT 27 2004

Attest.

  
Prothonotary/  
Clerk of Courts

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: Drew S. Dorfman, Esquire

Identification No. 15753

Krista Frankina Fiore, Esquire

Identification No. 82392

United Plaza - 30 South 17<sup>th</sup> Street, 18th Floor  
Philadelphia, PA 19103  
(215) 893-9300

**CONSECO FINANCE CORPORATION**

800 Landmark Towers, L800A

345 St. Peter Street

St. Paul Minnesota 55102 v.

**TIMOTHY R. WILLIAMS and**

**CYNTHIA LOU WILLIAMS**

RD #1 Box 357

West Decatur, Pennsylvania 16878

**FILED**

1254  
AUG 12 2004

William A. Shaw  
Prothonotary/Clerk of Courts

Attorney for Plaintiff

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

NO. 04-1232-CD

**MORTGAGE FORECLOSURE COMPLAINT**

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16830  
TELEPHONE: (814) 765-2641

**AVISO**

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LA PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. HACE FALTA ASENTAR UNA COMPARESENCIA ESCRITA O EN PERSONA O CON UN ABOGADO Y ENTREGARA LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE CONTINUAR LA DEMANDA EN CONTRA SUYA SIN PREVIO AVISO O NOTIFICACION. ADEMAS, LA CORTE PUEDE DECIDIR A VAFOR DEL DEMANDANTE Y REQUIERE QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES U OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16830  
TELEPHONE: (814) 765-2641

10-27-04 Document  
Reinstated/Reinstated to Sheriff/Attorney  
for service.

William A. Shaw  
Prothonotary

1. Plaintiff Conseco Finance Corporation ("Plaintiff") is a corporation with its principal place of business located at 800 Landmark Towers, L800A, 345 St. Peter Street, St. Paul Minnesota 55102, and authorized to do business in Pennsylvania.
2. Plaintiff is the successor corporation to Green Tree Consumer Discount Company.
3. Defendants are Timothy R. Williams and Cynthia Lou Williams ("Defendants"), adult individuals and husband and wife, with a principal residence at RD #1 Box 357, West Decatur, Pennsylvania 16878.
4. On or about May 13 1998, Defendants executed a Universal Note or Manufactured Home Retail Installment Contract and Security Agreement ("the Note") in the original principal sum of \$37,765.75 to evidence Defendants' obligation to Plaintiff for the purchase price of the subject property. A true and correct copy of the Note is attached hereto as Exhibit "A".
5. As security for Defendants' obligation to Plaintiff, Defendants executed a mortgage dated May 8, 1998 in the original principal sum of \$37,765.75 on the real property known as at RD #1 Box 357, West Decatur, Pennsylvania 16878 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto as Exhibit "B".
6. The Mortgage is valid, enforceable and was duly recorded of record on May 19, 1998 with the Clearfield County Department of Records, Department of Records in Mortgage Book Volume 1933 and Page 406.
7. The real property which is the subject of the Mortgage is generally known as at RD #1 Box 357, West Decatur, Pennsylvania 16878 and is more particularly described in the Mortgage.

8. Defendants are the real owners of the real property which is subject to the Mortgage.

9. Defendants have defaulted under the Note and the Mortgage by their failure to make payments of the principal, interest and insurance due.

10. Pursuant to the Note and the Mortgage and by reason of Defendants' default, the following amounts are currently due and owing to Plaintiff by Defendants:

2/10/03 - \$19.41

3/10/03 - \$353.23

4/10/03 - \$353.23

5/10/03 - \$353.23

6/10/03 - \$353.23

7/10/03 - \$353.26

8/10/03 - \$333.74

9/10/03 - \$333.64

10/10/03 - \$333.74

11/10/03 - \$353.23

12/10/03 - \$353.23

1/10/04 - \$353.23

2/10/04 - \$353.23

3/10/04 - \$381.73

4/10/04 - \$381.73

5/10/04 - \$381.04

6/10/04 - \$381.73

7/10/04 - \$381.73

Late charges 67.51

Attorney's Collection Fee

Additional interest from  
7/10/04 to date of payment  
(to be added)

Additional late charges from  
7/10/04 to date of payment at  
(to be added)

Additional costs from 7/10/04  
to date of payment (to be added)

Total (exclusive of costs,  
additional late charges  
and interest)

\$5,746.17

Interest continues to accrue each day the principal remains unpaid.

11. By the terms of the Mortgage, Plaintiff reserves the right to pay taxes or other liens affecting the real property, which taxes or liens when paid by Plaintiff are to be added to the amount due on the Note and the Mortgage. Plaintiff may be required to pay such taxes or liens during the pendency of this action and will demand that such payments so made be added to the total debt due and owing.

12. Pursuant to Note, Five Thousand, Seven Hundred and Forty-Six Dollars and Seventeen Cents (\$5,746.17) is currently due and owing plaintiff from Defendants and despite demand, Defendants have failed to pay the amount due.

13. The notice provisions of §403 of Act No. 6 of the 1974 Session of the General Assembly of the Commonwealth of Pennsylvania 41 P.S. §403 ("Act 6") has been satisfied, and a copy of such notice is attached as Exhibit "C".

14. The notice provisions of Act IV-C of the Housing Finance Law, 35 P.S. §1680.402c, et seq. ("Act 91") have been complied with, and a copy of such notice is attached hereto, made a part hereof, and marked as Exhibit "D".

15. Plaintiff also seeks an attorney collection fee in the amount of \$2,000.00 and continuing.

WHEREFORE, Plaintiff requests judgment in Mortgage Foreclosure be entered in her favor and against Defendants in the amount of \$7,246.17, together with additional interest from July 10, 2004 to the date of payment, additional late charges from July 10, and additional costs from July 10, 2004 to the date of payment.

**FINEMAN, KREKSTEIN & HARRIS, P.C.**

BY:



**DREW S. DORFMAN, ESQUIRE**

**KRISTA FRANKINA FIORE, ESQUIRE**

Attorney for Plaintiff Conesco Finance

Dated: 8/3/04



VERIFICATION

I, Krista Frankina Fiore, Esquire, verify that the statements made in Plaintiff's Civil Action Complaint in Mortgage Foreclosure, are true and correct to the best of my knowledge, information and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
KRISTA FRANKINA FIORE

Date: 9/3/24

EXHIBIT 'A'

GREEN TREE

FAX

To: *Krista Fione*From: *Darren Brackenridge*Fax Number: *215-893-8719*

Fax Number:

Phone Number:

Phone Number:

Re: *Williams 73424259*Date: *7-29-04*Number of pages (including cover sheet) *6*

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

*Copy of Note & Mortgage*

The information contained in this facsimile transmission is privileged and confidential, and for the sole use of the intended recipient. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the accompanying communication is strictly prohibited. If you have received this communication in error, immediately notify us by telephone at the contact number above.

GT-15-33-011 (11/97)

GREEN TREE CONSUMER DISCOUNT

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090

**LENDER'S NAME AND ADDRESS**

"You" means the Lender,  
its successors and assigns.

TIMOTHY E. WILLIAMS  
CYNTHIA LOU WILLIAMS  
RD #1 BOX 357  
WEST DECATUR, PA 15678

**BORROWER'S NAME AND ADDRESS**

"I" includes each Borrower above,  
jointly and severally.

**DISBURSEMENT DATE:** 5/13/98

Loan Number: 73424759

Date: 5-8-98

Maturity Date: 8-15-2018

Loan Amount: \$ 37765.75

Renewal Of: NA

**TERMS FOLLOWING A — APPLY ONLY IF CHECKED****Secondary Mortgage Loan**

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.  
For value received, I promise to pay to you at your address listed above the **PRINCIPAL** sum of  
**THIRTY SEVEN THOUSAND SEVEN HUNDRED SIXTY FIVE AND 75/100 DOLLARS**

Dollars: \$ 37765.75

☒ **Single Advance:** I will receive all of this principal sum on \_\_\_\_\_ . No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note.  
On date of first advance, I will receive the amount of \$2000 (land value) and future principal advances are contemplated.  
You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**Conditions:** The conditions for future advances are 1st advance (adv): real property appraisal & legal permits;  
2nd adv: land improvement invoices, lien waivers, customer advance authorization ("CAA"); 2nd or 3rd adv:  
home & setup & CAA; final adv: certificate of occupancy or inspection report & CAA.

**INTEREST:** I agree to pay interest on the outstanding principal balance from date of first advance \_\_\_\_\_ at the  
rate of 8.75 % per year until the principal balance is fully paid.

**N/A Variable Rate:** Notice to borrower: This document contains provisions for a variable interest rate. This rate may then change as stated below.

**Change Dates:** Each date on which the interest rate may change is called a Change Date. The interest rate may change \_\_\_\_\_ and on every \_\_\_\_\_ thereafter.

**The Index:** Beginning with the first Change Date, the interest rate will be based on the following Index: \_\_\_\_\_

The most recent index value available as of the date 45 days \_\_\_\_\_

before each Change Date is called the "Current Index."

**Calculation of Change:** Before each Change Date, the Lender will calculate the interest rate, which will be \_\_\_\_\_ the Current Index. The result of this calculation will be rounded \_\_\_\_\_.

The new interest rate will become effective on each Change Date. Subject to any limitations below, this will be the new interest rate until the next Change Date.

**Limitations:** The interest rate will never be greater than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

The interest rate will never change on any single Change Date by more than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the effect of changing the amount of the scheduled payments.

**ACCRUAL METHOD:** Interest will be calculated on a simple interest basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

— on the same fixed or variable rate basis in effect before maturity (as indicated above).

— at a rate equal to \_\_\_\_\_

☒ **LATE CHARGE:** I agree to pay a late charge on the portion of any payment made more than 15 days after it is due equal to \$ .00 OR 2.00% OF THE PAYMENT, WHICHEVER IS LESS.

**ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which \_\_\_\_\_ are \_\_\_\_\_ are not included in the principal amount above:

**PAYMENTS:** I agree to pay this note as follows: **INTEREST:** I agree to pay accrued interest during the construction period on a monthly basis on cumulative amounts advanced, and principal & interest monthly thereafter until the contract is fully paid.

**PRINCIPAL:** I agree to pay the principal in 240 monthly installments, beginning no later than 45 days after the completion of the construction funding period.

**INSTALLMENTS:** I agree to pay this note in 240 payments. \*The first payment will be in the amount of \$ 333.74 (principal & interest) and will be due approx. 30 days from final disbursement. A payment of \$ 333.74 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due 240 months from last construction disbursement.

\* The payment schedule is in addition to and shall begin subsequent to the construction period interest only payments.  
**PREPAYMENT REFUND:** I may prepay all or part of this note without penalty. If I prepay in full, you will refund part of the finance charge.

**REAL ESTATE NOTE**

©1994, 1991, 1993 Bankers Systems, Inc., St. Cloud, MN Form GT14-RNLA2PA 1/22/95

GT-15-33-011 (11/97) (Page 1 of 4)

**NOTICE TO COSIGNER**

You (the cosigner) are being asked to guaranty 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 also may 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.

**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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**PURPOSE:** The purpose of this loan is construction on land and home.

Signature for Lender

GREEN TREE CONSUMER DISCOUNT CO.

By: Mari Lynch

Its:

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3 AND 4). I have received a copy on today's date.

Timothy E. Williams

TIMOTHY E. WILLIAMS

Cynthia Lou Williams

CYNTHIA LOU WILLIAMS

**EXHIBIT 'B'**

JUL 1933 PAGE 406

MAIL TO:

JO # 105-N09-27

STRATFORD SETTLEMENTS  
8001 ROWAN ROAD, SUITE 203  
CRANBERRY TWP., 15068

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:35 PM 5-19-98  
BY Stratford Apple  
FEES 24.00  
Karen L. Stank, Recorder

Commonwealth of Pennsylvania  
GT-15-39-090 (9/94)

Space Above This Line For Recording Data

**OPEN-END MORTGAGE**

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MAY 8, 1998 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: TIMOTHY R. WILLIAMS  
CYNTHIA LOU WILLIAMS  
RD #1 BOX 357

WEST DECATUR, PA 16878

..... If checked, refer to the attached Addendum Incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: GREEN TREE CONSUMER DISCOUNT CO.

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

All of the property located at RD #1 BOX 357,  
in the City/Town/Village of WEST DECATUR, County of CLEARFIELD,  
State of PA, in which the Borrower has an ownership, leasehold or other  
legal interest. This property is more particularly described on the schedule titled  
"Additional Property Description" which is attached hereto as Exhibit A,  
together with a security interest in that certain 1997, 48 X 28  
MANORWOOD mobile home, serial number FV00856ABM.

The Borrower does hereby authorize the Lender or its assigns to obtain a  
more detailed property description after the Borrower has signed the Mortgage,  
and to attach Exhibit A after the Borrower has signed the Mortgage.

The property is located in CLEARFIELD at .....  
(County)  
RD #1 BOX 357 .....  
(Address) WEST DECATUR ..... Pennsylvania 16878 .....  
(City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

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

© 1994 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form GTH-MTGLA2PA 10/11/94

GT-15-39-090 (9/94) (page 1 of 2)

VOL 1933 PAGE 411

..... **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE**

..... **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]

..... Condominium Rider ..... Planned Unit Development Rider ..... Other .....

..... **Additional Terms.**

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

*Timothy R. Williams* 5/6/98  
(Signature) TIMOTHY R. WILLIAMS (Date)

*Cynthia Lou Williams* 5/6/98  
(Signature) CYNTHIA LOU WILLIAMS (Date)

*Michael S. Terner*  
(Signature) (Date)  
(Witness)

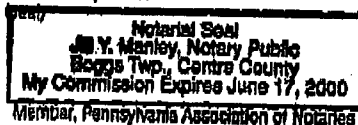
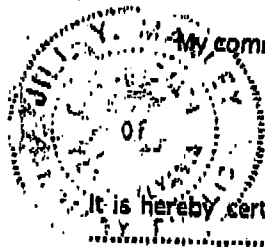
*Robin Lanage*  
(Signature) (Date)  
(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PA COUNTY OF Centre } 55.  
On this, the 8th day of MAY 1998, before me Jill Y. Manley,  
(Individual) the undersigned officer, personally appeared TIMOTHY R. WILLIAMS & CYNTHIA LOU WILLIAMS, known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:



*Jill Y. Manley*  
Notary Public  
Title of Officer

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

*Marci L. Zych*  
MARCI L. ZYCH



begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred, up to \$ 50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$ 50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. **If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.**

We may also sue you personally for the unpaid principal and all other sums due under the mortgage.

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's foreclosure sale.** You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale [and perform any other requirements under the mortgage]. It is estimated that the earliest date that such a sheriff's sale could be held would be approximately February 1, 2004. A notice of the date of the sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 215-893-9300. This payment must be in cash, cashier's check, certified check, or money order and made payable to us at the address stated above.

You should realize that a sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. [YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES, AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, [AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED]. CONTACT U.S. TO DETERMINE. UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST]. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

**If you cure the default, the mortgage will be restored to the same position as if no default had occurred.** However, you are not entitled to this right to cure your default more than three times in any calendar year.

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: Drew S. Dorfman, Esquire

I.D. No. 15753

BY: Krista Frankina Fiore, Esquire

I.D. No. 82392

30 S. 17<sup>th</sup> Street - Suite 1800

Philadelphia, Pennsylvania 19103

215-893-9300

Attorney for Conseco Finance Corp.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

CONSECO FINANCE CORPORATION :

Plaintiff :

vs. :

NO. 04-1232-CD :

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

Defendants :

**AFFIDAVIT OF SERVICE**

I Krista Frankina Fiore, Esquire am counsel for Conseco Finance Corporation and make this Affidavit in support of its Petition for Alternative Service in the above matter.

1. Pursuant to this Court's Order of December 14, 2004 attached hereto as Exhibit "A", Plaintiff Conseco Finance Corporation caused to be served Plaintiff's Reinstated Complaint upon Timothy R. Williams on January 11, 2005 at the following addresses: 192 North 6<sup>th</sup> Street, Grampian, PA 16838 and RD#1 Box 357, West Decatur, Pa 16878. Copies of the Certificates of Mailing are attached hereto as Exhibit "B".

**FILED**

11/10/24/04  
FEB 18 2005

William A. Shaw  
Prothonotary/Clerk of Courts

2. Attached hereto as Exhibit "C" is the Proof of Publication stating the notice appeared in the Progress on January 12, 2005.

FINEMAN KREKSTEIN & HARRIS, P.C.

BY: 

KRISTA FRANKINA FIORE  
ATTORNEY FOR PLAINTIFF

DATED: 2/16/05

## **EXHIBIT “A”**

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: Drew S. Dorfman, Esquire

I.D. No. 15753

BY: Krista Frankina Fiore, Esquire

I.D. No. 82392

30 S. 17<sup>th</sup> Street - Suite 1800

Philadelphia, Pennsylvania 19103

215-893-9300

Attorney for Conseco Finance Corp.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

CONSECO FINANCE CORPORATION

Plaintiff

vs.

NO. 04-1232-CD

TIMOTHY R. WILLIAMS and

CYNTHIA LOU WILLIAMS

Defendants

**ORDER**

AND NOW, this 14<sup>th</sup> day of December, 2004, upon consideration of Defendant's Motion for Alternative Service, it is hereby

**ORDERED** and **DECREED** that Plaintiff's Motion is GRANTED and Plaintiff Conseco Finance Corporation is hereby permitted to serve Defendant Timothy Williams by:

- ☒ Publication in the Progress, one time <sup>FJA</sup> (newspaper)
- ☒ Posting Premises of RD #1, Box 357, West Decatur, Pennsylvania 16878
- ☒ Regular Mail
- ☐ Certified Mail
- ☐ Other \_\_\_\_\_

BY THE COURT:

/s/ Fredric J. Ammerman

J.

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

DEC 14 2004

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

## **EXHIBIT “B”**

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Krista Frankina Fiore, Esq.	
Fineman Krekstein & Harris	
30 South 17th St Suite 1800	
One piece of ordinary mail addressed to:	
Timothy R. Williams	
<del>192 North 6th St.</del>	
Grampian, PA 16838	

PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: Krista Frankina Fiore, Esq.	
Fineman Krekstein & Harris, P.C.	
30 South 17th St, Suite 1800	
Phila. PA 19103	
One piece of ordinary mail addressed to:	
Timothy R. Williams	
R.D. # 1 Box 357	
West Decatur, PA 16878	

PS Form 3817, January 2001

CLEARFIELD COUNTY COURT  
OF COMMON PLEAS

NO. 04-1232 CD

FINEMAN, KREKSTEIN  
& HARRIS, P.C.

BY:  
Drew S. Dorfman, Esquire

Identification No. 15753

Krista Frankina Flore,  
Esquire

Identification No. 82392

United Plaza - 30 South  
17th Street, 18th Floor  
Philadelphia, PA 19103

(215) 893-9300

Attorney for Plaintiff

CONSECO FINANCE  
CORPORATION

800 Landmark Towers, L800A  
345 St. Peter Street  
St. Paul, Minnesota 55102

v.  
TIMOTHY R. WILLIAMS and  
CYNTHIA LOU WILLIAMS

RD #1 Box 357  
West Decatur, Pennsylvania  
16878

MORTGAGE FORECLOSURE  
COMPLAINT

NOTICE

YOU HAVE BEEN SUED IN  
COURT. IF YOU WISH TO DE  
FEND AGAINST THE CLAIMS SET  
FORTH IN THE FOLLOWING PA  
GES, YOU MUST TAKE ACTION  
WITHIN TWENTY (20) DAYS  
AFTER THIS COMPLAINT AND  
NOTICE ARE SERVED BY ENTER  
ING 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 PRO  
CEED 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 RE  
QUESTED BY THE PLAINTIFF.  
YOU MAY LOSE MONEY OR  
PROPERTY OR OTHER RIGHTS  
IMPORTANT TO YOU.  
YOU SHOULD TAKE THIS PA  
PER 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.

COURT ADMINISTRATOR,  
CLEARFIELD COUNTY  
COURTHOUSE  
Clearfield, PA 16830  
TELEPHONE: (814) 765-2641

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD : SS:

On this 10th day of February, A.D. 2005,

before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of January 12, 2005

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

*Margaret E. Krebs*  
Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robinson*  
Notary Public Clearfield, Pa.

My Commission Expires  
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cheryl J. Robinson, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2007  
Member, Pennsylvania Association Of Notaries



FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

1608 Walnut Street, 19<sup>th</sup> Floor

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION :

800 Landmark Towers, L800A :

345 St. Peter Street :

St. Paul Minnesota 55102 :

v. :

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

RD#1 Box 357 :

West Decatur, PA 16878 :

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

NO. 04-1232-CD

**FILED** *no cc*  
*7/10/13*  
MAR 21 2005 *(C)*

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATION OF ADDRESS**

TO THE PROTHONOTARY:

The address of the Plaintiff, judgment creditor, is 800 Landmark Towers, L800A, 345 St. Peter Street, St. Paul Minnesota 55102 and the and the last known addresses of the Defendant, Timothy R. Williams, judgment debtor, is RD #1 Box 357, West Decatur, Pennsylvania 16878 and 192 North 6<sup>th</sup> Street, Grampian, PA 16838.

FINEMAN KREKSTEIN & HARRIS, P.C.

BY: 

KRISTA FRANKINA FIORE, ESQUIRE

ATTORNEY FOR PLAINTIFF

DATED:

*3-8-05*

**CERTIFICATION OF SERVICE**

I, KRISTA FRANKINA FIORE, ESQUIRE, do hereby depose and say that I forwarded the Praecipe to Enter Default Judgment, Affidavit of Non-Military Service, Notice of Entry of Default Judgment, Certification of Address and Certification of Service via Certified Mail Nos. 7002 2410 0003 9943 6187, 7002 2410 0003 9943 6170 and 7002 2410 0003 9943 6163 and Regular Mail to the following:

CYNTHIA LOU WILLIAMS  
RD #1 Box 357  
West Decatur, Pennsylvania 16878  
And  
TIMOTHY R. WILLIAMS  
RD #1 Box 357  
West Decatur, Pennsylvania 16878  
AND  
TIMOTHY R. WILLIAMS  
192 North 6<sup>th</sup> Street.  
Grampian, PA 16838

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: \_\_\_\_\_

  
**KRISTA FRANKINA FIORE, ESQUIRE**  
Attorney for Plaintiff

Dated: 3-16-05

FINEMAN KREKSTEIN & HARRIS  
By: Drew S. Dorfman, Esquire  
Identification #15753  
Krista Frankina Fiore, Esquire  
Identification #82392  
1608 Walnut Street, 19<sup>th</sup> Floor  
Philadelphia, PA 19103  
(215)893-9300

**FILED** *Atty pd. 20.00*  
*m/10:00:00* *Notice to Atty-*  
**MAR 21 2005** *prev. served by public.*  
William A. Shaw *(67)*  
Prothonotary/Clerk of Courts *Statement to Atty*

Attorney for Plaintiff

CONSECO FINANCE CORPORATION	:	IN THE COURT OF COMMON PLEAS
800 Landmark Towers, L800A	:	
345 St. Peter Street	:	
St. Paul Minnesota 55102	:	CLEARFIELD COUNTY
	:	
v.	:	
	:	
TIMOTHY R. WILLIAMS and	:	
CYNTHIA LOU WILLIAMS	:	
RD #1 Box 357	:	
West Decatur, Pennsylvania 16878	:	NO. 04-1232-CD

**PRAECIPE TO ENTER DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Please enter default judgment in favor of Plaintiff Conseco Finance and against Defendant Timothy R. Williams for failure to file an Answer to Plaintiff's Complaint against the Defendant. The Complaint contains a notice to defend within twenty (20) days from the date of service thereof. Defendant was served with the Complaint on January 11, 2005 by regular and certified mail at his last known addresses and January 12, 2005 by publication pursuant to a court Order of December 14, 2004, and his Answer was due to be filed no later than February March 1, 2005.

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 certified mail postage pre-paid to the Defendant, Timothy R. Williams, at his last known addresses, who has no attorney of record, on March 2, 2005, which is at least ten days prior to the filing of this Praecipe.

Please assess damages as set forth below, being the amounts demanded in the Complaint:

1. Principal Amount Due: \$7,246.17; and
2. Interest from date of judgment; and
3. Plaintiff further demands its filing fee of \$85.00
4. The total judgment amount based upon the demands in the Complaint is \$7,331.17 and continuing.

**FINEMAN KREKSTEIN & HARRIS, P.C.**

BY: 

**DREW S. DORFMAN, ESQUIRE**  
**KRISTA FRANKINA FIORE, ESQUIRE**  
Attorney for Plaintiff

Dated: 3-16-05

**ASSESSMENT OF DAMAGES**

AND NOW, this 21<sup>st</sup> day of March, 2005, Judgment is entered in favor of the Plaintiff Consecro Finance and against Defendant <sup>Timothy R.</sup>~~Cynthia Lou~~ Williams by default for want of filing an Answer to Plaintiff's Complaint and damages assessed at the sum of \$ 7,246.17 as per above statement.



PROTHONOTARY

COPY

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

1608 Walnut Street, 19<sup>th</sup> Floor

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION :

800 Landmark Towers, L800A :

345 St. Peter Street :

St. Paul Minnesota 55102 :

v. :

TIMOTHY R. WILLIAMS and :

CYNTHIA LOU WILLIAMS :

RD#1 Box 357 :

West Decatur, PA 16878 :

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

NO. 04-1232-CD

**NOTICE OF ENTRY OF DEFAULT JUDGMENT**

Pursuant to requirements of Pennsylvania Civil Procedural Rule 236, you, Defendant Timothy R. Williams are notified that there was entered in this office today, in the above captioned case.

X Judgment of \$7,246.17 + costs of \$85.00 for Plaintiff against Defendant, Timothy R. Williams.

\_\_\_ Judgment for Defendant/s and against Plaintiff/s.

\_\_\_ Judgment by Court Order

\_\_\_ Judgment of Non-Pros

X Judgment by Default.

DATED: 3/21/05

PROTHONOTARY

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

COPY

Conseco Finance Corporation  
Plaintiff(s)

No.: 2004-01232-CD

Real Debt: \$7,246.17 against Timothy R.  
Williams ONLY

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Timothy R. Williams  
Cynthia Lou Williams  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 21, 2005

Expires: March 21, 2010

Certified from the record this 21st day of March, 2005.

\_\_\_\_\_  
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

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

1608 Walnut Street, 19<sup>th</sup> Floor

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION	:	IN THE COURT OF COMMON PLEAS
800 Landmark Towers, L800A	:	
345 St. Peter Street	:	
St. Paul Minnesota 55102	:	CLEARFIELD COUNTY
	:	
v.	:	
	:	
TIMOTHY R. WILLIAMS and	:	
CYNTHIA LOU WILLIAMS	:	
RD #1 Box 357	:	
West Decatur, Pennsylvania 16878	:	NO. 04-1232-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA : SS


I. Krista Frankina Fiore, Esquire, being duly sworn according to law, deposes and says:

That the Defendant Timothy R. Williams is an individual and is not a person in the military or naval service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors's Civil Relief Act of Congress of 1940 as amended.

  
KRISTA FRANKINA FIORE, ESQUIRE

Sworn to and subscribed  
before me this day  
of , 2005.

Notary Public

**FILED** *no cc*  
*m/10:00 PM*  
**MAR 21 2005**   
William A. Shaw  
Prothonotary/Clerk of Courts

**Krista Frankina Fiore, Esquire**  
**Fineman Krekstien & Harris, P.C.**  
**United Plaza - Suite 1800**  
**30 S. 17<sup>th</sup> St., Phila., PA 19103**



FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

FILED <sup>NO CC</sup>

m 12:50 PM  
JUL 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY

v.

TIMOTHY R. WILLIAMS and  
CYNTHIA LOU WILLIAMS

: NO. 04-1232-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Conseco Finance Corporation, plaintiff in the above action, sets forth as of the date of the praecipe for the writ of execution was filed the following information concerning the real property located at RD #1 Box 357, West Decatur, Pennsylvania 16878:

ALL that certain piece or parcel of land, together with all improvements thereon, situated in Boggs Township, Clearfield County, Pa, bounded and described as follows:

BEGINNING at a post corner at South corner of Charles Parks land; thence West seven hundred fifty (750) feet to a post corner at land of Jerome Shimmel; thence North one hundred eighty (180) feet to a post corner at land of J.C. Lockett; thence East seven hundred fifty (750) feet to post corner at land of J.C. Lockett; thence South one hundred eighty (180) feet to post corner of Charles Parks land and place of beginning.

EXCEPTING AND RESERVING the following part or portion of said tract heretofore conveyed by Dolly Dixon to Lloyd W. Baughman, et ux, by deed dated May 26, 1959, and recorded in Clearfield County Deed Book 475, at pge 125.

EXCEPTING AND RESERVING the fire clay and coal as excepted and reserved in prior instruments in this chain of title.

BEING the same premises which the Grantors herein acquired by deed dated August 7, 1969 and recorded in Clearfield County Deed Book 551, page 440, on August 15, 1969.

1. Name and address of owner(s) or reputed owner(s):

Name            Address (if address cannot be reasonably ascertained, please so indicate):

Timothy R. Williams and Cynthia Lou Williams, 192 North 6<sup>th</sup> Street, Grampian, PA 16838

2. Name and address of defendant(s) in the judgment: Same as above.

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Conseco Finance Corporation  
800 Landmark Towers, L800A  
345 St. Peter Street  
St. Paul, Minnesota 55102

Clearfield Bank & Trust  
11 N. Second Street  
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:

Greentree Consumer  
105 Bradford Road  
Wexford, PA 15090

5. Name and address of every other person who has any record lien on the property:

Conseco Finance Corporation  
800 Landmark Towers, L800A  
345 St. Peter Street  
St. Paul, Minnesota 55102

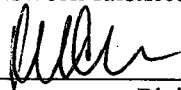
Clearfield Bank & Trust  
11 N. Second Street  
Clearfield, PA 16830

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: 7-7-05



\_\_\_\_\_  
Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20212  
NO: 04-1232-CD

PLAINTIFF: CONSECO FINANCE CORPORATION

vs.

DEFENDANT: TIMOTHY R. WILLIAMS AND CYNTHIA LOU WILLIAMS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/20/2005

LEVY TAKEN 10/04/2005 @ 12:02 PM

POSTED 10/04/2005 @ 12:02 PM

SALE HELD 12/02/2005

SOLD TO CONSECO FINANCE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/07/2006

DATE DEED FILED 02/07/2006

PROPERTY ADDRESS RD #1, BOX 357 POSSIBLE 911 ADDRESS 1723 WALLACETON BIGLER HIGHWAY WEST  
DECATUR, PA 16878

**FILED**  
06:45 PM  
FEB 09 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

10/17/2005 @ 9:49 AM SERVED TIMOTHY R. WILLIAMS

SERVED TIMOTHY R. WILLIAMS, DEFENDANT, AT HIS RESIDENCE 192 NORTH SIXTH STREET, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TIMOTHY R. WILLIAMS,

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

10/17/2005 @ 9:49 AM SERVED CYNTHIA LOU WILLIAMS

SERVED CYNTHIA LOU WILLIAMS, DEFENDANT, AT HER RESIDENCE 192 NORTH SIXTH STREET, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TIMOTHY R. WILLIAMS

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20212  
NO: 04-1232-CD

PLAINTIFF: CONSECO FINANCE CORPORATION

VS.

DEFENDANT: TIMOTHY R. WILLIAMS AND CYNTHIA LOU WILLIAMS

Execution REAL ESTATE

SHERIFF RETURN

---


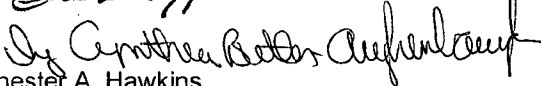
SHERIFF HAWKINS \$244.09

SURCHARGE \$40.00 PAID BY PLAINTIFF

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006  
\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff



from March 21, 2005 \$ \_\_\_\_\_

BY: \_\_\_\_\_

*Willi L. Han*  
601

~~Clerk~~

**COSTS PAID:**

Prothonotary..... \$ \_\_\_\_\_

DATE: 7/20/05

Sheriff..... \$ 85.00

Statutory..... \$ \_\_\_\_\_

**Attorney for Plaintiff:**

Krista Frankina Fiore, Esquire  
Fineman Kreksten & Harris, P.C.  
United Plaza - Suite 1800  
30 S. 17<sup>th</sup> St., Phila., PA 19103

COSTS DUE .....\$ 85.00

*Received July 20, 2005 @ 3:30 P.M.  
Chester A. Hankins  
By Cynthia Butler-Caplan*

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME TIMOTHY R. WILLIAMS

NO. 04-1232-CD

NOW, February 07, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on December 02, 2005, I exposed the within described real estate of Timothy R. Williams And Cynthia Lou Williams to public venue or outcry at which time and place I sold the same to CONSECO FINANCE CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	22.31
LEVY	15.00
MILEAGE	10.67
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	10.67
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$244.09</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	1,698.03
<b>TOTAL DEED COSTS</b>	<b>\$1,726.53</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	7,246.17
INTEREST @ %	0.00
FROM 03/21/2005 TO 12/02/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	85.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$7,371.17</b>

**COSTS:**

ADVERTISING	321.28
TAXES - COLLECTOR	
TAXES - TAX CLAIM	7,231.84
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	1,726.53
SHERIFF COSTS	244.09
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	159.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$10,007.74</b>

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

CHESTER A. HAWKINS, Sheriff



FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY

:

v.

:

TIMOTHY R. WILLIAMS and

:

CYNTHIA LOU WILLIAMS

:

: NO. 04-1232-CD

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Kindly issue writ of execution in the above matter.



Attorney for Plaintiff

KRISTA FRANKINA FIORE, ESQUIRE

DATE: 7-7-05

FILED <sup>GP</sup>  
m) 11:54 AM  
JUL 20 2005  
to SHFF  
\$20.00  
William A. Shaw  
Prothonotary/Clerk of Courts

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

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30 South 17<sup>th</sup> Street, Suite 1800

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(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY

v.

TIMOTHY R. WILLIAMS and

CYNTHIA LOU WILLIAMS

: NO. 04-1232-CD

### WRIT OF EXECUTION NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. If you wish to exercise your rights, you must act promptly.

Exempt Property. The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

Property Belonging to Another Person. If there is property at your residence (or in your bank account) that belongs to another person or that you own with another person, you should notify that person so that he/she can file a Property Claim or other legal papers with the Sheriff's Office to prevent his/her property from being taken or sold at Sheriff's Sale to satisfy your debt. See enclosed forms.

"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 HELP."

Court Administrator  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16820  
Telephone: (814) 765-2641

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AERIGUAR DONDE SE SUEDE CONSEGUIR ASISTENCIA LEGAL."

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FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

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Attorney for Plaintiff

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY

:

v.

:

:

:

TIMOTHY R. WILLIAMS and

:

CYNTHIA LOU WILLIAMS

: NO. 04-1232-CD

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

Attorney for Plaintiff

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY

:

v.

:

TIMOTHY R. WILLIAMS and

:

CYNTHIA LOU WILLIAMS

: NO. 04-1232-CD

**CLAIM FOR EXEMPTION**

**TO THE SHERIFF**

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

- (a) I desire that my \$300 statutory exemption by  
\_\_\_\_ (i) set aside in kind (specify property to be set aside in kind):  
\_\_\_\_;   
\_\_\_\_ (ii) paid in cash following the sale of the  
property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: \_\_\_\_ in cash; \_\_\_\_ in kind (specify property):  
;

(b) Social Security benefits on deposit in the amount of \$\_\_\_\_\_;

(c) other (specify amount and basis of exemption):  
\_\_\_\_\_.

**CLAIM FOR EXEMPTION - CONT'D**

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_, \_\_\_\_\_. (Address) (Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C. §4904 relating to unsworn falsification to authorities.

Date:

(Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE  
OF THE SHERIFF OF CLEARFIELD COUNTY  
Clearfield County Courthouse  
Clearfield, Pa. 16830  
Telephone: 215-765-2641

NOTE:

Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the Writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the Writ, the sheriff may, as under prior practice, add as a garnishee any person not named in this Writ who may be found in possession of the property of the defendant. See Rule 3111

- (a) for limitations on the power to attach tangible personal property, see Rule 3108(a).
- (b) each court shall by local rule designate the officer, organization or person to be named in the notice.

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY

v.

TIMOTHY R. WILLIAMS and

CYNTHIA LOU WILLIAMS

: NO. 04-1232-CD

**WAIVER OF WATCHMAN**

Any Deputy Sheriff Levying upon or attaching any property under which Writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any Plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Attorney for Plaintiff

KRISTA FRANKINA FIORE, ESQUIRE

Now this 7<sup>th</sup> day of July 2005, the Sheriff is hereby released from all liability to protect the property described in the above execution by insurance, which insurance is hereby waived.

Attorney for Plaintiff

KRISTA FRANKINA FIORE, ESQUIRE

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY

v.

TIMOTHY R. WILLIAMS and

CYNTHIA LOU WILLIAMS

: NO. 04-1232-CD

**PROPERTY CLAIM NOTICE TO PERSONS OTHER THAN ABOVE-NAMED  
DEFENDANT WHO OWN PROPERTY LOCATED  
AT RD #1 Box 357, West Decatur, Pa. 16878**

All household goods and contents at this address may be scheduled for Sheriff's Sale in the near future to satisfy a judgment against Defendant Sarah Travis.

If you are not named above, and you own property located at this address, your property may be sold unless you inform the Sheriff in writing what property belongs to you.

You may protect your property, including any property that you own jointly with the person named above, by filling out the attached Property Claim form, and filing it at the Office of the Sheriff, Clearfield County Courthouse, Clearfield, Pa. prior to the sale. The filing fee for filing the Property Claim form is \$20.00, but you will not have to pay the fee if you cannot afford it.

If you file a Property Claim form, the Sheriff's Sale will not go through until the Sheriff decides whether you own the property you claim.

For additional information, you may telephone the Sheriff's Office at 686-3530.

"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 HELP."

Court Administrator  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16820  
Telephone: (814) 765-2641

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AERIGUAR DONDE SE SUEDE CONSEGUIR ASISTENCIA LEGAL."

Court Administrator  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16820  
Telephone: (814) 765-2641

## NOTICE TO CO-OWNER OF ATTACHMENT OF PROPERTY

Date:

The bank account or other property that you own with the Defendants, Timothy W. Williams and Cynthia Lou Williams, has been attached by Plaintiff, Conseco Finance, to satisfy a judgment obtained by the Plaintiff against the Defendant. Your money or property may soon be taken even though you owe nothing to the Plaintiff.

If some of the funds in the account or some of the property held by the Garnishee, , belongs to you, you should contact the bank or Garnishee to see if it is defending your funds or property against garnishment. If the bank or Garnishee is not defending against garnishment of your property, you can prevent garnishment by filing a Petition with the Sheriff.

To protect your funds or property, you should complete the attached Petition to Intervene, Stay and Set Aside Writ of Execution as to Non-Judgment Debtor Property and file it in the Office of the Sheriff, Clearfield County Courthouse, Clearfield, Pa., Telephone No. 814-765-2641. within fifteen (15) days after the date of this Notice.

For additional information, you may telephone the Sheriff's Office at

"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 HELP."

Court Administrator  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16820  
Telephone: (814) 765-2641

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AERIGUAR DONDE SE SUEDE CONSEGUIR ASISTENCIA LEGAL."

Court Administrator  
CLEARFIELD COUNTY COURTHOUSE  
Clearfield, Pa. 16820  
Telephone: (814) 765-2641



FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

Attorney for Plaintiff

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY

:

v.

:

:

TIMOTHY R. WILLIAMS and

:

CYNTHIA LOU WILLIAMS

: NO. 04-1232-CD

**PETITION TO INTERVENE, STAY AND SET ASIDE  
WRIT OF EXECUTION AS TO NON-JUDGMENT DEBTOR PROPERTY**

This Petition respectfully represents:

1. I, \_\_\_\_\_, the Petitioner, am a party in interest and hereby move to intervene in this garnishment proceeding pursuant to Pa.R.Civ.P. Nos. 3121 and 2326 et seq.

2. The Plaintiff has attached personal property belonging to me currently in the possession of the Garnishee.

3. This attached property consists of:

\_\_\_\_\_ money held in a bank account held in common or jointly with Defendant;

\_\_\_\_\_ other (specify)

4. The Writ of Execution must be stayed and set aside as to my property because the Plaintiff does not have the legal right to attach and/or garnish property other than that belonging to the judgment debtor in this matter.

5. I verify that the foregoing statements of fact are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
Petitioner

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

CONSECO FINANCE CORPORATION	:	IN THE COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY
	:	
v.	:	
	:	
TIMOTHY R. WILLIAMS and	:	
CYNTHIA LOU WILLIAMS	:	NO. 04-1232-CD

**APPLICATION TO PROCEED IN FORMA PAUPERIS  
(PROPERTY CLAIM/PETITION TO INTERVENE  
STAY AND SET ASIDE WRIT OF EXECUTION)**

TO THE SHERIFF:

1. My personal property is subject to levy or attachment due to a judgment against another person.

2. Because of my financial condition, I am unable to pay the fees and costs of filing my Property Claim form/Petition to Intervene, Stay and Set Aside Writ of Execution, and to defend my property interests.

3. I am unable to obtain funds from anyone, including my family and associates, to pay the costs of this litigation. I understand that I have a continuing obligation to inform the Court of improvement in my financial circumstances which would permit me to pay the costs incurred herein.

4. I verify that the information disclosed on this Application and the attached Financial Statement are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_  
Applicant

**PROPERTY CLAIM ADDRESSED TO  
SHERIFF OF CLEARFIELD COUNTY**

**TIMOTHY R. WILLIAMS and  
CYNTHIA LOU WILLIAMS**  
NAME OF DEFENDANTS - Debtor

**RD #1 Box 357, West Decatur, Pa.**  
ADDRESS OF DEFENDANT - Debtor

The property levied upon at RD #1 Box 357, West Decatur, Pa., and listed below is not the property of the Defendant but is the property of the undersigned. A list of the claimed property and the values thereof are:

<b>LIST OF PROPERTY</b>	<b>VALUE</b>
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$

**TOTAL:        \$**

The claimant obtained title to the property, as follows:

Date: \_\_\_\_\_

(Claimant)

Sheriff's Term: \_\_\_\_\_

(Address)

District: \_\_\_\_\_

(Phone)

Claimant's

Attorney: \_\_\_\_\_

(Address)

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

Attorney for Plaintiff

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY

v.

TIMOTHY R. WILLIAMS and  
CYNTHIA LOU WILLIAMS

:  
:  
:  
:  
:  
: NO. 04-1232-CD

**SHERIFF'S CERTIFICATION**

I, \_\_\_\_\_, hereby certify that upon information and belief, the following persons reside or own personal property at \_\_\_\_\_ the location where personal property is subject to levy in this matter.

NAME

ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ No person other than Defendant.

Signed: \_\_\_\_\_

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

Identification #82392

Attorney for Plaintiff

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY

v.

TIMOTHY R. WILLIAMS and  
CYNTHIA LOU WILLIAMS

: NO. 04-1232-CD

Writ # \_\_\_\_\_

Dear \_\_\_\_\_:

Enclosed please find a copy of the Sheriff's Certification concerning persons who reside or may own personal property at the location where personal property is subject to levy in this matter.

To ensure that the property of non-judgment debtors is not made subject to execution, you are required to complete and serve the enclosed Property Claim Notice, along with a Property Claim, by mailing same by First Class United States Mail, postage prepaid under separate cover to each person listed on the Sheriff's Certification.

After making this service, you must file a written Certificate of Service with the Sheriff's Office.

The Sheriff will not schedule the Sheriff's Sale in this case until the required Certificate(s) of Service have been filed.

## FINANCIAL STATEMENT

- (a) Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

- (b) **Employment**

If you are presently employed, state

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Salary of wages per month: \_\_\_\_\_

Type of work: \_\_\_\_\_

- (c) **Other Income within the Past Twelve Months**

Business or profession: \_\_\_\_\_

Other self-employment: \_\_\_\_\_

Interest: \_\_\_\_\_ Dividends: \_\_\_\_\_

Pension and annuities: \_\_\_\_\_

Social Security benefits: \_\_\_\_\_ Support payments: \_\_\_\_\_

Disability payments: \_\_\_\_\_

Unemployment Compensation/Worker's Compensation: \_\_\_\_\_

Public Assistance: \_\_\_\_\_ Other: \_\_\_\_\_

- (d) **Other Contributions to Household Support**

(Wife) (Husband) Name: \_\_\_\_\_

If you (wife) (husband) is employed, state

Employer: \_\_\_\_\_

Salary or wages per month: \_\_\_\_\_

Type of work: \_\_\_\_\_

Contributions from Children: \_\_\_\_\_

Contributions from Parents: \_\_\_\_\_

Other Contributions: \_\_\_\_\_

- (e) **Property Owned**

Cash: \_\_\_\_\_

Checking Account: \_\_\_\_\_

Savings Account: \_\_\_\_\_

Certificates of Deposit: \_\_\_\_\_

Real Estate (including home): \_\_\_\_\_

Motor Vehicle: Make: \_\_\_\_\_

Cost: \_\_\_\_\_

Year: \_\_\_\_\_

Amount Owned: \_\_\_\_\_

Stocks, bonds: \_\_\_\_\_ Other: \_\_\_\_\_

- (f) **Debts and Obligations**

Mortgage: \_\_\_\_\_ Rent: \_\_\_\_\_

Loans: \_\_\_\_\_ Other: \_\_\_\_\_

- (g) **Persons Dependant Upon You for Support**

(Wife) (Husband) Name: \_\_\_\_\_

Children, if any: Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Other persons: Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

FINEMAN KREKSTEIN & HARRIS

By: Drew S. Dorfman, Esquire

Identification #15753

Krista Frankina Fiore, Esquire

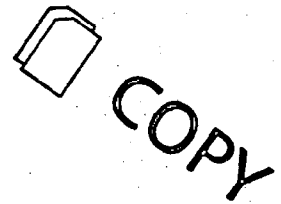
Identification #82392

30 South 17<sup>th</sup> Street, Suite 1800

Philadelphia, PA 19103

(215)893-9300

Attorney for Plaintiff

 COPY

CONSECO FINANCE CORPORATION : IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY

v.

TIMOTHY R. WILLIAMS and

CYNTHIA LOU WILLIAMS

: NO. 04-1232-CD

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

TIMOTHY R. WILLIAMS and

CYNTHIA LOU WILLIAMS, Defendants

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant(s) interest therein:

RD #1 Box 357

West Decatur, Pennsylvania 16878

- (2) You are also directed to attach the property of the defendant(s) not levied upon in possession of

as garnishee(s)

and to notify the garnishee(s) that

- (a) an attachment has been issued:

- (b) the garnishee(s) is (are) enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee(s), you are directed to notify him (them) that he (they) has (have) been added as garnishee(s) and (are) enjoined as above stated,

REAL DEBT..... \$7,246.17

WILLIAM A. SHAW, Prothonotary

INTEREST

159.00

**Prothonotary costs**

from March 21, 2005 \$ \_\_\_\_\_

BY: \_\_\_\_\_

*Will [Signature]*  
Clerk

**COSTS PAID:**

Prothonotary..... \$ \_\_\_\_\_

DATE: 7/20/05

Sheriff..... \$ 85.00

Statutory..... \$ \_\_\_\_\_

**Attorney for Plaintiff:**

Krista Frankina Fiore, Esquire  
Fineman Krekstien & Harris, P.C.  
United Plaza - Suite 1800  
30 S. 17<sup>th</sup> St., Phila., PA 19103

COSTS DUE .....\$ 85.00



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CONSECO FINANCE CORPORATION,

CIVIL DIVISION

Plaintiff,

No. 04-1232-CD

v.

TIMOTHY R. WILLIAMS  
and CYNTHIA LOU WILLIAMS

MOTION TO AMEND CAPTION  
UNDER PA.R.C.P. 1018(f) AND 1033  
AND TO DIRECT SHERIFF TO FILE  
CORRECTIVE SHERIFF'S DEED

Defendant.

Filed on behalf of: PLAINTIFF

Co-Counsel for this Party:

Erin P. Dyer, Esquire  
Pennsylvania Identification No. 52748  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

Counsel of Record for this Party:

Fineman Krekstein & Harris, P.C  
Krista Frankina Fiore, Esquire  
Pennsylvania Identification No. 82392  
United Plaza- 30 South 17th Street  
18th Floor  
Philadelphia, PA 19103  
(215) 893-8723

**FILED**  
JUN 12 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CONSECO FINANCE CORPORATION	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 04-1232-CD
	)	
v.	)	
	)	
TIMOTHY R. WILLIAMS	)	
and CYNTHIA LOU WILLIAMS,	)	
	)	
Defendant.	)	

MOTION TO AMEND CAPTION UNDER Pa.R.C.P 1018(f) AND 1033  
AND TO DIRECT SHERIFF TO FILE CORRECTIVE SHERIFF'S DEED

AND NOW, comes Plaintiff, Green Tree Consumer Discount Company, mistakenly referred to in the underlying civil action as Conseco Finance Corporation, by and through its attorney, Erin P. Dyer, Esquire, and files its Motion to Amend Caption Under Pa.R.C.P. 1018(f) and 1033 and to Direct Sheriff to File Corrective Sheriff's Deed as follows:

1. Plaintiff filed a Mortgage Foreclosure Complaint on August 12, 2004. The caption listed the plaintiff as "Conseco Finance Corporation."

2. The proper name of the plaintiff is "Green Tree Consumer Discount Company."

3. The caption for this case should be amended under:

(a) Pa.R.C.P. 1018(f) which provides that, in the event of an erroneous caption, "the court on motion of any party or on its own motion may correct the caption or direct appropriate docketing," and

(b) Pa. R.C.P. 1033 which provides that "a party either by filed consent of the adverse party or by leave of court, may at any time . . . correct the name of a party. . . ."

4. The caption for this case should reflect Green Tree Consumer Discount Company as the plaintiff.

5. An error caused the use of the incorrect name. The mistake arose from confusion in connection with the plaintiff's parent company's corporate restructuring.

6. The background of this matter and explanation of the source of the mistake follows:

a. On or about May 8, 1998, in consideration of a loan in the amount of \$37,765.75, the defendants, Timothy R. Williams and Cynthia Lou Williams, executed and delivered a Real Estate Note payable to Green Tree Consumer Discount Company.

b. On May 8, 1998, contemporaneously with the execution of the Note and in order to secure payment of same, the defendants executed and

delivered to Green Tree Consumer Discount Company a certain Real Estate Mortgage which is recorded in the Recorder of Deeds of Clearfield County in Mortgage Book Volume 1933 at Page 406.

c. Defendants defaulted under the terms of the Note and Mortgage by failing to make payments when due.

d. Plaintiff, through counsel, filed a Complaint in Mortgage Foreclosure following delivery of all required notices to the defendants.

e. After closing the loan to Timothy R. Williams and Cynthia Lou Williams, Green Tree Consumer Discount Company filed Articles of Amendment with the Pennsylvania Department of State and changed its name to Conseco Finance Consumer Discount Company.

f. Conseco Finance Consumer Discount Company's parent company was Conseco Finance Corp., sometimes also known as Conseco Finance Corporation. This parent company was the company incorrectly named in plaintiff's Complaint in Mortgage Foreclosure.

g. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment with the Pennsylvania Department of State and changed its name back to Green Tree Consumer Discount Company.

7. All parties in interest were served with the Complaint. Defendants received notice and an opportunity to appear and defend their interests in the foreclosure action and were at all times fully informed and aware of the plaintiff's true identity as their mortgage lender and servicer.

8. No harm or prejudice will result to defendants or any party in interest by correcting the name of the plaintiff to the correct party, Green Tree Consumer Discount Company.

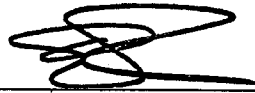
WHEREFORE, Plaintiff respectfully requests, by leave of court, entry of an order  
(1) instructing the prothonotary to correct the caption of this case to show the plaintiff as "Green Tree Consumer Discount Company" and with the corrected caption as follows:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA		
GREEN TREE	)	CIVIL DIVISION
CONSUMER DISCOUNT COMPANY	)	
	)	
Plaintiff,	)	No. 04-1232-CD
	)	
v.	)	
	)	
TIMOTHY R. WILLIAMS	)	
and CYNTHIA LOU WILLIAMS	)	
	)	
Defendant.	)	
	)	

and

(2) directing that the Sheriff of Clearfield County, upon payment by plaintiff of the Sheriff's customary fee, execute and deliver to Green Tree Consumer Discount Company a Corrective Deed to supercede the Sheriff's Deed dated February 7, 2006, and recorded February 9, 2006, at Instrument Number 2006 02076 at the Recorder of Deeds for Clearfield County.

RESPECTFULLY SUBMITTED,



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



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Counsel of Record for this Party:  
Krista Frankin Fiore, Esquire  
Fineman Krekstein & Harris, P.C.  
PA ID No. 82392  
United Plaza- 30 South 17th Street  
18th Floor  
Philadelphia, PA 19103  
(215) 893-8723

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CONSECO FINANCE CORPORATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 04-1232-CD
	)	
v.	)	
	)	
TIMOTHY R. WILLIAMS	)	
and CYNTHIA LOU WILLIAMS,	)	
	)	
Defendants.	)	

CERTIFICATE OF SERVICE

I, Erin P. Dyer, certify that on June 8, 2006, I served a copy of the Plaintiff's Motion to Amend Caption Under PA.R.C.P 1018(f) and 1033 and to Direct Sheriff to File Corrective Sheriff's Deed and proposed Order of Court on the Defendants via United States First Class Mail, Postage Prepaid at the address indicated below.

Timothy R. Williams  
192 North 6<sup>th</sup> Street  
Grampian, PA 16838

Cynthia Lou Williams  
RD 1 Box 357  
West Decatur, PA 16878

Timothy R. Williams  
RD 1 Box 357  
West Decatur, PA 16878

By:



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

CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CONSECO FINANCE CORPORATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 04-1232-CD
	)	
v.	)	
	)	
TIMOTHY R. WILLIAMS	)	
and CYNTHIA LOU WILLIAMS,	)	
	)	
Defendant.	)	
	)	

**FILED** 2cc  
0/3:1300 Amy Dyer  
JUN 14 2006 @

William A. Shaw  
Prothonotary/Clerk of Courts

ORDER OF COURT

AND NOW, to wit, this 14<sup>th</sup> day of June, 2006, it is hereby  
ORDERED, ADJUDGED and DECREED that:

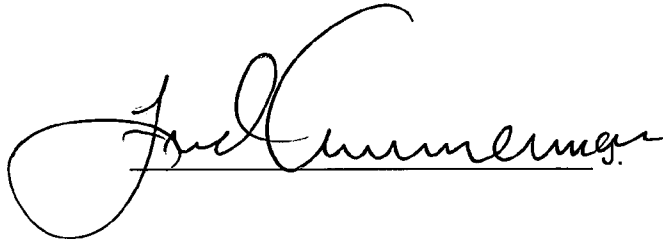
(1) the prothonotary is instructed to amend the caption in this case to reflect the  
plaintiff as Green Tree Consumer Discount Company with the caption to appear as follows:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA		
GREEN TREE	)	CIVIL DIVISION
CONSUMER DISCOUNT COMPANY	)	
	)	No. 04-1232-CD
Plaintiff,	)	
	)	
v.	)	
	)	
TIMOTHY R. WILLIAMS	)	
and CYNTHIA LOU WILLIAMS	)	
	)	
Defendant.	)	

and



(2) the sheriff is directed to execute and deliver to Green Tree Consumer Discount Company a Corrective Deed to supercede the Sheriff's Deed dated February 7, 2006, and recorded February 9, 2006, at Instrument Number 2006 02076 at the Recorder of Deeds for Clearfield County, upon payment by plaintiff of the Sheriff's usual and customary fee. The grantee's name for the Corrective Deed is Green Tree Consumer Discount Company and the grantee's address is Stonewood Commons III, 105 Bradford Road, Suite 120, Wexford, PA 15090.

A handwritten signature in cursive script, appearing to read "Joe Cunningham", is written over a horizontal line.

DATE: 6/14/06

☒ 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:

William A. Shaw  
Prothonotary/Clerk of Courts

JUN 14 2006

FILED

FILED

APR 11 2007

W/ 1:30 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

CR

1 cent to App

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREEN TREE CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

v.

TIMOTHY R. WILLIAMS  
and CYNTHIA LOU WILLIAMS

Defendant.

CIVIL DIVISION

No. 04-1232-CD

WAIVER OF NOTICE OF SHERIFF'S  
SALE PURSUANT TO  
PENNSYLVANIA RULE OF  
PROCEDURE 3129 AND  
ACKNOWLEDGMENT THAT  
MORTGAGE LIEN IS DIVESTED

Filed on behalf of: PLAINTIFF

Co-Counsel for this Party:

Erin P. Dyer, Esquire  
Pennsylvania Identification No. 52748  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

Counsel of Record for this Party:

Fineman Krekstein & Harris, P.C  
United Plaza- 30 South 17th Street  
18th Floor  
Philadelphia, PA 19103  
(215) 893-8723

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREEN TREE CONSUMER DISCOUNT COMPANY	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 04-1232-CD
	)	
v.	)	
	)	
TIMOTHY R. WILLIAMS	)	
and CYNTHIA LOU WILLIAMS,	)	
	)	
Defendants.	)	

WAIVER OF NOTICE OF SHERIFF'S SALE PURSUANT  
TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129  
AND ACKNOWLEDGMENT THAT MORTGAGE LIEN IS DIVESTED

For Value Received, PENNSYLVANIA HOUSING FINANCE AGENCY ("PFHA"), the mortgagee under a certain mortgage from Defendant Cynthia Lou Williams dated October 27, 2000 (account number 14899), hereby waives Notice of Sheriff's Sale as required by Pennsylvania Rule of Civil Procedure 3129 and acknowledges that the Sheriff's Sale in the captioned matter is complete and divests the lien of the PFHA mortgage against the foreclosed-upon real estate as well as the adjacent tract commonly jointly known as RD #1, Box 357, West Decatur, Pennsylvania 16878, as described in a Corrective Deed dated October 24, 1998, and recorded on October 26, 1998, at the Clearfield County Recorder of Deeds office at Volume 1979, Page 281, with a 1997 68 x 28 Manorwood modular home sited thereon. PFHA waives all claims arising from its lack of Notice of Sheriff's Sale and the inability to bid at the sale.

Date: 3/6/07

PENNSYLVANIA HOUSING FINANCE AGENCY

By: Darryl D. Rotz

Its: Director of HEMAP

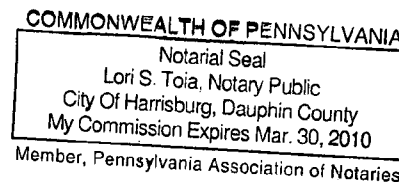
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Pennsylvania ) SS

On this the 6<sup>th</sup> day of March, 2007, before me, a notary public, the undersigned officer, personally appeared Darryl D. Rotz who acknowledged himself (herself) to be the director of HEMAP of Pennsylvania Housing Finance Agency and that (s) he signed the within Waiver of Notice of Sheriff's Sale and acknowledgment that mortgage lien is divested for the purposes set forth herein.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Lori S. Toia  
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 04-1232-CD
	)	
v.	)	
	)	
Timothy R. Williams and Cynthia Lou Williams,	)	
	)	
Defendants.		

**PLAINTIFF'S CERTIFICATE OF SERVICE REGARDING  
NOTICE OF ENTRY OF ORDER OF COURT TO DEFENDANTS**


I, Erin P. Dyer, certify that on June 26, 2006, I served a copy of the Order of Court granting Plaintiff's *Motion to Amend Caption Under P.A.R.C.P. 1018(f) and 1033 and to Direct Sheriff to File Corrective Sheriff's Sale Deed* on the Defendants via United States First Class Mail, Postage Prepaid at the addresses indicated below.


Timothy R. Williams  
192 North 6<sup>th</sup> Street  
Grampian, PA 16838

Cynthia Lou Williams  
RD 1 Box 357  
West Decatur, PA 16878

Timothy R. Williams  
RD 1 Box 357  
West Decatur, PA 16878

By:

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

**FILED** <sup>no cc</sup>  
m 11:42 AM  
JUN 29 2006 

William A. Shaw  
Prothonotary/Clerk of Courts