

06-1071-CD
Green Tree Con. Vs Timothy Williams

2006-1071-CD
Green Tree vs Timothy Williams et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company,

CIVIL DIVISION

No. 06-1071-CD

Plaintiff,

Complaint in Ejectment

v.

Timothy R. Williams and Cynthia Lou
Williams,

Filed on behalf of:
Green Tree Consumer Discount
Company

Defendants.

Counsel of Record for this Party:

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

FILED Atty pd 85.00
M 11/23/06 acc shff
JUL 06 2006
Clerk Atty
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No.
v.) Complaint in Ejectment
Timothy R. Williams and Cynthia Lou)
Williams,)
Defendants.)
)
)

NOTICE

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

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

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

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market St.
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No.
v.)
Timothy R. Williams and Cynthia Lou)
Williams,)
Defendants.)
)
)
)
)

COMPLAINT IN EJECTMENT

AND NOW, comes Green Tree Consumer Discount Company, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Ejectment:

1. Green Tree Consumer Discount Company, hereinafter referred to as "Plaintiff" or "Green Tree," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at Stonewood Commons III, 105 Bradford Road, Suite 200, Wexford, Pennsylvania 15090.
2. Timothy R. Williams and Cynthia Lou Williams, ("Defendants"), are individuals whose last known address is RD 1 Box 357, West Decatur, Pennsylvania 16878.

3. On or about May 8, 1998, in consideration of a loan in the amount of \$37,765.75, the said Defendants executed and delivered a Real Estate Note, (the "Note") payable to Green Tree Consumer Discount Company, ("Green Tree"). A copy of the Note is attached hereto and marked Exhibit "A."

4. 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, a certain real estate mortgage (the "Mortgage") which is recorded in the Recorder of Deeds Office of this County in Mortgage Book Volume 1933 at Page 406. A copy of the Mortgage is attached hereto and marked as Exhibit "B."

5. Due to certain asset sales and mergers, Green Tree caused its name to be changed to Conseco Finance Consumer Discount Company ("Conseco") pursuant to a filing in the Corporation Bureau of Pennsylvania. Conseco was sometimes known as and transacted business under the name of Conseco Finance Corp.

6. On August 12, 2004, the Conseco filed a Complaint in Mortgage Foreclosure with the Prothonotary of Clearfield County at Civil Division Number 04-1232-CD because the Defendants failed to tender timely monthly installment payments for their mortgage.

7. On March 21, 2005, the Prothonotary entered judgment in mortgage foreclosure in favor of Conseco and issued a Writ of Execution against the Defendants.

8. The Sheriff of Clearfield County conducted a Sheriff's Sale for the Defendants' property on February 7, 2006.

9. On February 7, 2006, the Defendants' property was sold at public sale by the Sheriff to Conseco.

10. The Sheriff conveyed the property to Conseco by Sheriff's Deed recorded on February 9, 2006, in the Clearfield County Recorder of Deeds Office at Instrument Number 200602076. A copy of the Sheriff's Deed is attached hereto as Exhibit "C."

11. In the interim, Conseco filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau in order to change its name back to Green Tree Consumer Discount Company.

12. In order to clarify the civil docket and title history for the property, the Plaintiff filed a 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 with the Court of Common Pleas of Clearfield County.

13. On June 14, 2006, pursuant to an Order of Court entered by the Honorable Fredric J. Ammerman, the caption to Civil Division Number 04-1232-CD was amended to identify Green Tree Consumer Discount Company as the Plaintiff and the Sheriff was directed to execute a Corrective Sheriff's Deed. A copy of the Order is attached hereto as Exhibit "D."

14. The Sheriff executed a Corrective Sheriff's Deed conveying the property to Green Tree Consumer Discount Company.

15. Plaintiff hereby avers that it is the same party which brought the Complaint in Mortgage Foreclosure and took delivery of the within described Sheriff's Deed and Corrective Sheriff's Deed.

16. Despite being the title owner of the property, the Plaintiff cannot take possession of the property and secure the dwelling situated thereon because the Defendants refuse to vacate the premises.

17. As of July 5, 2006, the Defendants remain in possession of the property despite Plaintiff's demand as the legal title owner of record.

18. Plaintiff avers that it is entitled to immediate possession of the property pursuant to Pennsylvania law following a Sheriff's Sale recorded Sheriff's Deed.

19. In order to bring this action Green Tree Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company requests:

- a) judgment against the Defendants in favor of Plaintiff as the title owner of record for immediate possession of the property and dwelling situated thereon; and
- b) ejectment of the Defendants from the property located in Boggs Township, Clearfield County at RD 1 Box 357, West Decatur, Pennsylvania 16878.

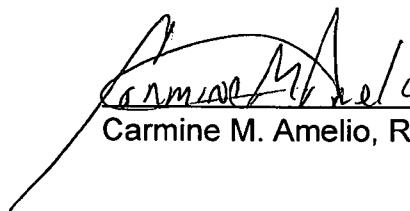


Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for Plaintiff
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

VERIFICATION

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

GREEN TREE CONSUMER DISCOUNT COMPANY


Carmine M. Amelio, Regional Manager

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: Marie J. Lytle

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 R. Williams
TIMOTHY R. WILLIAMS

Cynthia Lou Williams
CYNTHIA LOU WILLIAMS

LENDER'S NAME AND ADDRESS GREEN TREE CONSUMER DISCOUNT CO. 105 BRADFORD RD, BLDG III, SUITE 200 WEXFORD, PA 15090	BORROWER'S NAME AND ADDRESS TIMOTHY R. WILLIAMS CYNTHIA LOU WILLIAMS RD #1 BOX 357 WEST DECATUR, PA 16878	DISBURSEMENT DATE: <u>5/13/98</u> ACCOUNT # 73424259 Loan Number _____ Date <u>5-8-98</u> Mat. Date <u>8-15-2018</u> Loan Amount \$ <u>37765.75</u>
--	---	--

TRUTH-IN-LENDING DISCLOSURES
"I" MEANS THE BORROWER AND "YOU" MEANS THE LENDER

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 9.03 %	FINANCE CHARGE The dollar amount the credit will cost me. \$ 43485.42 e	AMOUNT FINANCED The amount of credit provided to me or on my behalf. \$ 37025.25	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. \$ 80510.67 e	I have the right to receive at this time an itemization of the amount financed. I _____ do _____ do not want an itemization.
---	---	--	--	---

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
3 e 240	137.69 e 333.74	MONTHLY BEGINNING 30 DAYS FROM DATE OF FIRST DISBURSEMENT e APPROXIMATELY 30 DAYS FROM FINAL DISBURSEMENT e

N/A **Demand:** This loan has a demand feature.

— This loan is payable on demand and all disclosures are based on an assumed maturity of one year.

N/A **Variable Rate:** (check one below)

— My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

— The annual percentage rate may increase during the term of this transaction if _____

THIS IS NOT A VARIABLE RATE LOAN

Any increase will take the form of _____

If the rate increases by _____ % in _____, the _____ will increase to _____. The rate may not increase more often than once _____ and may not increase more than _____ % each _____. The rate will not go above _____ %.

XX **Security:** I am giving a security interest in: X (brief description of other property) RD #1 BOX 357, WEST DECATUR, PA 16878 Filing/Recording Fees: \$ 23.50

XX the goods or property being purchased.

— collateral securing other loans with you may also secure this loan.

— my deposit accounts and other rights I may have to the payment of money from you.

XX **Required Deposit:** The annual percentage rate does not take into account my required deposit.

XX **Late Charge:** If a payment is late I will be charged \$ 5.00 OR 2.00% OF THE PAYMENT, WHICHEVER IS LESS IF

Prepayment: If I pay off this loan early, I _____ may XX will not have to pay a penalty. PAYMENT IS MORE THAN 15 DAYS LATE.

XX **Assumption:** Someone buying my house XX may, subject to conditions, be allowed to _____. I cannot assume the remainder of the mortgage on the original terms.

I can see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

"e" means an estimate.

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

MAIL TO:

JO # 105-N09-27

734 24259

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 2:35 am 5/9/98
BY Stratford Settlements
FEES 23.50

Karen L. Starck, Recorder

Commonwealth of Pennsylvania Space Above This Line For Recording Data
GT-15-39-090 (9/94)

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 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").

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 5/3/98
(Signature) (Date)

Cynthia Lou Williams 5/3/98
(Signature) (Date)

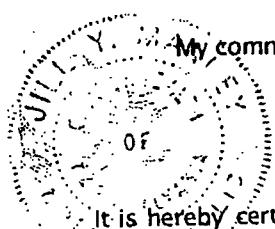
Debra D. Tennen
(Signature) (Date)
(Witness)

Lochlin Langer
(Signature) (Date)
(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
Boggs 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

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

NOTICE IS HEREBY given 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 2:35 pm Karen L Starck, Recorder

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

ATTESTATION No. 29126

P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

CLEARFIELD CO SHERIFF

Instrument Number - 200602076

Recorded On 2/9/2006 At 2:56:15 PM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 143613

* Grantor - CLEARFIELD CO SHERIFF

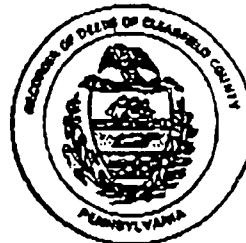
* Grantee - CONSECO FINANCE CORPORATION

* Customer - CLEARFIELD CO SHERIFF

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

SHERIFF'S DEED
ACT OF 1905

Know all Men by these Presents,

That I, Chester A. Hawkins, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$1.00 plus costs, to me in hand, do hereby grant and convey to CONSECO FINANCE CORPORATION, the following described property, to wit:

ALL that certain picce or parcel of land, together with all improvements thereon, situate 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.
SEIZED, taken in execution and sold as the property of TIMOTHY R. WILLIAMS AND CYNTHIA LOU WILLIAMS, at the suit of CONSECO FINANCE CORPORATION.
JUDGMENT NO 04-1232-CD

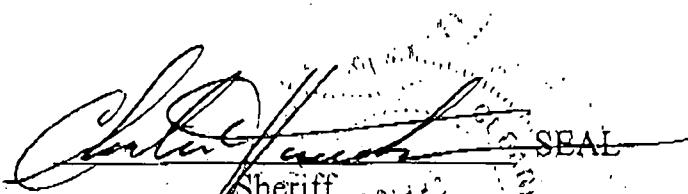
Now, February 07, 2006 the same having been sold by me to the said grantee on December 02, 2005 after due advertisement according to law, under and by virtue of writ of execution issued on July 20, 2005 out of the Court of Common Pleas of said County of Clearfield as of case number 04-1232-CD at the suit of

CONSECO FINANCE CORPORATION

against

TIMOTHY R. WILLIAMS AND CYNTIIA LOU WILLIAMS

IN WITNESS WHEREOF, I have hereunto affixed by signature the day February 07, 2006



SEAL
Sheriff
FEB 2006
2006
SHERIFF
COUNTY, PENNSYLVANIA

State of Pennsylvania
County of Clearfield

On February 07, 2006 before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me, (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity reinstated and for the purposes therein contained.

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

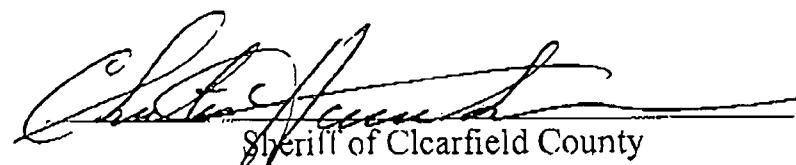


Prothonotary, Title of Officer

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

CERTIFICATE OF RESIDENCE

"I hereby Certify that the precise Residence of the Grantee or Grantees is,



Sheriff of Clearfield County

CONSECO FINANCE CORPORATION
800 LANDMARK TOWERS, 1800A, 345 ST. PETER STREET
ST. PAUL, MINNESOTA 55102

Deed - ~~Ball~~.

No.

Chester A. Hawkins
High Sheriff of Clearfield County
TO

CONSECO FINANCE CORPORATION
800 LANDMARK TOWERS, L800A, 345 ST. PETER STREET
ST. PAUL, MINNESOTA 55102

SHERIFF DEED

Dated February 07, 2006

For \$1.00 + COSTS

Sold as the property of
TIMOTHY R. WILLIAMS AND CYNTHIA LOU WILLIAMS

Sold on 04-1232-CD

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.)
)

ORDER OF COURT

AND NOW, to wit, this 14th 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

EXHIBIT "D"

(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.

/s/ Fredric J. Ammerman

J.

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

JUN 14 2006

Attest

W. L. Ober
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101690
NO: 06-1071-CD
SERVICE # 1 OF 2
COMPLAINT IN EJECTMENT

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: TIMOTHY R. WILLIAMS and CYNTHIA LOU WILLIAMS

SHERIFF RETURN

NOW, August 07, 2006 AT 9:20 AM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON TIMOTHY R. WILLIAMS DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TIMOTHY WILLIAMS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

FILED
9/2/46
AUG - 8 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101690
NO: 06-1071-CD
SERVICE # 2 OF 2
COMPLAINT IN EJECTMENT

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
VS.
DEFENDANT: TIMOTHY R. WILLIAMS and CYNTHIA LOU WILLIAMS

SHERIFF RETURN

NOW, August 03, 2006 AT 9:14 AM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON CYNTHIA LOU WILLIAMS DEFENDANT AT RD#1 BOX 357 aka 1723 WALLACETON BIGLER HWY., WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CYNTHIA WILLIAMS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101690
NO: 06-1071-CD
SERVICES 2
COMPLAINT IN EJECTMENT

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: TIMOTHY R. WILLIAMS and CYNTHIA LOU WILLIAMS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	5649	20.00
SHERIFF HAWKINS	DYER	5649	73.95

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


by *Marilyn Harris*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 06-1071-CD
v.)
Timothy R. Williams and Cynthia Lou)
Williams,)
Defendants.)

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter Judgment by Default in favor of Plaintiff Green Tree Consumer Discount Company and against Defendants Timothy R. Williams and Cynthia Lou Williams for their failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendant Cynthia Lou Williams was served on August 3, 2006, and her Answer was due to be filed on August 23, 2006. Defendant Timothy R. Williams was served with the Complaint on August 7, 2006, and his Answer was due to be filed on August 28, 2006.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendants at their last known address and to their attorney of record, if any, on August 29, 2006, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment against the Defendants for possession of the real property and dwelling located in Boggs Township at RD1 Box 357, a/k/a 1723 Wallaceton Bigler HWY, West Decatur, Pennsylvania 16878, that being the relief demanded in the Complaint.



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

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

FILED

SEP 13 2006

m/3:45 (un)

William A. Shaw

Prothonotary/Clerk of Courts

I CERTIFY TO FILE

NOTICE TO PLAINTIFF

DEFT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 06-1071-CD
v.)
Timothy R. Williams and Cynthia Lou)
Williams,)
Defendants.)

Certificate of Mailing

Timothy R. Williams
1723 Wallaceton Bigler HWY
West Decatur, PA 16878-8839

Certificate of Mailing

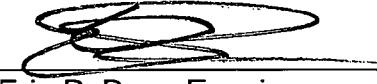
Cynthia Lou Williams
1723 Wallaceton Bigler HWY
West Decatur, PA 16878-8839

Date of Notice: August 29, 2006

IMPORTANT NOTICE

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

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



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

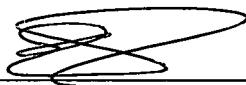
EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount)	CIVIL DIVISION
Company,)	
)	No. 06-1071-CD
Plaintiff,)	
)	
v.)	
)	
Timothy R. Williams and Cynthia)	
Lou Williams,)	
)	
Defendants.)	

AFFIDAVIT OF NON-MILITARY SERVICE & LAST KNOWN ADDRESS

ERIN P. DYER, Attorney, being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the within Plaintiff, being so authorized avers that Defendants' place of residence is 1723 Wallaceton Bigler HWY, West Decatur, Pennsylvania 16878, and that they are not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, *et seq.* This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 06-1071-CD
v.)
Timothy R. Williams and Cynthia)
Lou Williams,)
Defendants.)

Timothy R. Williams
1723 Wallacetown Bigler HWY
West Decatur, PA 16878-8839

Cynthia Lou Williams
1723 Wallacetown Bigler HWY
West Decatur, PA 16878-8839

NOTICE

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

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

Prothonotary of Clearfield County

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 06-1071-CD
v.)
Timothy R. Williams and Cynthia)
Lou Williams,)
Defendants.)

FILED

SEP 13 2006

13:50 PM
William A. Shaw
Prothonotary/Clerk of Courts

I came to
ATT
6 WITTS TO
S4FR

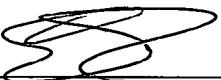
PRAECIPE FOR WRIT OF POSSESSION

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

1. Serve Timothy R. Williams and Cynthia Lou Williams with the Writ of Possession.
2. Deliver possession of the following described real property and the dwelling situated thereon to Green Tree Consumer Discount Company located in Boggs Township at RD1 Box 357, a/k/a 1723 Wallaceton Bigler HWY, West Decatur, Pennsylvania 16878.
2. Inform Timothy R. Williams and Cynthia Lou Williams that they have ten (10) days to remove personal items.

3. After ten (10) days from the date of service, if the Defendants have not already voluntarily vacated the premises, the Sheriff of Clearfield County will direct a Sheriff's Deputy to physically remove Timothy R. Williams and Cynthia Lou Williams from the premises in accordance with the Complaint in Ejectment.

4. Plaintiff is entitled to the relief requested under Pennsylvania law because a properly executed Sheriff's Deed was recorded with the Clearfield County Recorder of Deeds conveying the real property from the Sheriff to the Plaintiff following a public sale conducted by the Sheriff on February 7, 2006.



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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **101925**

GREEN TREE CONSUMER DISCOUNT COMPANY

Case # **06-1071-CD**

vs.

TIMOTHY R. WILLIAMS and CYNTHIA LOU WILLIAMS

TYPE OF SERVICE WRIT OF POSSESSION

SHERIFF RETURNS

NOW October 12, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN WRIT OF POSSESSION "NOT FOUND" AS TO TIMOTHY R. WILLIAMS, DEFENDANT. 1723 WALLACETON BIGLER HWY., WEST DECATUR "EMPTY".

SERVED BY: /

FILED
01/12/39601
OCT 12 2006
(lm)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101925
NO: 06-1071-CD
SERVICE # 2 OF 2
WRIT OF POSSESSION

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: TIMOTHY R. WILLIAMS and CYNTHIA LOU WILLIAMS

SHERIFF RETURN

NOW, September 20, 2006 AT 10:00 AM SERVED THE WITHIN WRIT OF POSSESSION ON CYNTHIA LOU WILLIAMS DEFENDANT AT 480 E. 10TH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CYNTHIA L. WILLIAMS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101925
NO: 06-1071-CD
SERVICES 2
WRIT OF POSSESSION

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: TIMOTHY R. WILLIAMS and CYNTHIA LOU WILLIAMS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	5821	20.00
SHERIFF HAWKINS	DYER	5821	34.79

Sworn to Before Me This

So Answers,

Day of 2006

Chester Hawkins
by Marilyn Harr

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 06-1071-CD
v.) Writ of Possession
Timothy R. Williams and Cynthia)
Lou Williams,)
Defendants.

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF CLEARFIELD)

To the Sheriff of Clearfield County:

1. Serve Timothy R. Williams and Cynthia Lou Williams with the Writ of Possession.
2. To satisfy the judgment for possession in the above matter you are directed to:

Deliver possession of the real property and dwelling situated thereon to Green Tree Consumer Discount Company located in Boggs Township at RD1 Box 357, a/k/a 1723 Wallaceton Bigler HWY, West Decatur, Pennsylvania 16878.

2. You are directed to inform Timothy R. Williams and Cynthia Lou Williams that they have ten (10) days to remove personal items.

3. After ten (10) days from the date of service, if the Defendants have not already voluntarily vacated the premises, the Sheriff of Clearfield County will direct a Sheriff's Deputy to physically remove Timothy R. Williams and Cynthia Lou Williams from the premises in accordance with the Complaint in Ejectment.

4. Plaintiff is entitled to the relief requested under Pennsylvania law because a properly executed Sheriff's Deed was recorded with the Clearfield County Recorder of Deeds conveying the real property from the Sheriff to Plaintiff following a public sale conducted by the Sheriff on February 7, 2006.



(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date 9-13-06, 20____

Recvd 9-14-06 @ 3:00pm
Clearfield County Sheriff
by Marilyn Hanna

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 06-1071-CD
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COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF CLEARFIELD)

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4. Plaintiff is entitled to the relief requested under Pennsylvania law because a properly executed Sheriff's Deed was recorded with the Clearfield County Recorder of Deeds conveying the real property from the Sheriff to Plaintiff following a public sale conducted by the Sheriff on February 7, 2006.



(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Recd 9-14-06 @ 3:10 PM
Chester A. Hawley Sheriff
by Marilyn Hause

Date 9-13-06, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 06-1071-CD
v.) Writ of Possession
Timothy R. Williams and Cynthia)
Lou Williams,)
Defendants.

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF CLEARFIELD)

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4. Plaintiff is entitled to the relief requested under Pennsylvania law because a properly executed Sheriff's Deed was recorded with the Clearfield County Recorder of Deeds conveying the real property from the Sheriff to Plaintiff following a public sale conducted by the Sheriff on February 7, 2006.



(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date 9-13-06, 2006

Read 9-14-06 @ 3:00PM
Chester A. Klemas Sheriff
by Marlynn Hause

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 06-1071-CD
v.) Writ of Possession
Timothy R. Williams and Cynthia)
Lou Williams,)
Defendants.

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) ss

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4. Plaintiff is entitled to the relief requested under Pennsylvania law because a properly executed Sheriff's Deed was recorded with the Clearfield County Recorder of Deeds conveying the real property from the Sheriff to Plaintiff following a public sale conducted by the Sheriff on February 7, 2006.



(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Recorded 9-14-06 @ 3:00 PM
Chester A. Hawkins Sheriff
by Marilynn Hamer
Date 9-13-06, 20____