

2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

21st Mortgage Corporation, CIVIL ACTION  
(Plaintiff)  
successor to Chase Manhattan Bank

620 Market St.  
(Street Address)

Knoxville, TN 37902  
(City, State ZIP)

21st MORTGAGE CORPORATION, successor to  
Chase Manhattan Bank,

VS.

DAVID CLARK and AARON CLARK  
(Defendant)

RR1, Box 73  
(Street Address)

Irvona, PA 16656  
(City, State ZIP)

No. 07-822-CD

Type of Case: replevin

Type of Pleading: Complaint

Filed on Behalf of:

Plaintiff  
(Plaintiff/Defendant)

FILED <sup>pd \$85.00 Att</sup>  
m/11:20 am ICC Att  
MAY 29 2007 ACC SHC.  
William A. Shaw  
Prothonotary Clerk of Courts

(Filed by)  
Thomas E. Reilly, Jr., Esq.

33 S. 7th Street, PO Box 4060  
(Address)  
Allentown, PA 18105-4060  
610-820-5450  
(Phone)

Thomas E. Reilly, Jr.  
(Signature)

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

21 <sup>ST</sup> MORTGAGE CORPORATION,	)	
successor to Chase Manhattan Bank, NA	)	NO.
Plaintiff	)	
	)	
vs.	)	
	)	
DAVID CLARK and AARON CLARK,	)	REPLEVIN COMPLAINT
Defendants	)	

**NOTICE TO DEFEND**

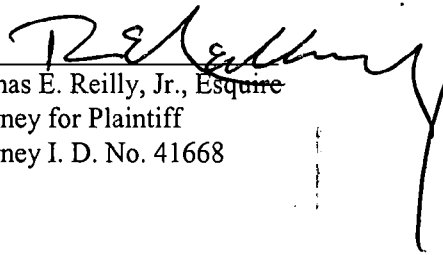
YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES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

YOU SHOULD TAKE THIS PAPER TO 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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

GROSS MCGINLEY LABARRE & EATON

By:   
Thomas E. Reilly, Jr., Esquire  
Attorney for Plaintiff  
Attorney I. D. No. 41668

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

21 <sup>ST</sup> MORTGAGE CORPORATION,	)	
successor to Chase Manhattan Bank, NA	)	NO.
Plaintiff	)	
	)	
vs.	)	
	)	
DAVID CLARK and AARON CLARK,	)	REPLEVIN COMPLAINT
Defendant	)	

**COMPLAINT IN REPLEVIN**

And now, comes the Plaintiff, 21<sup>st</sup> Mortgage Corporation, successor to Chase Manhattan Bank, by and through its attorney, Thomas E. Reilly, Jr., Esquire, and in support of the within causes of action avers as follows:

1. Plaintiff, 21st Mortgage Corporation ("Lender") is a Delaware Corporation with a principal office located at 620 Market Street, Knoxville, Tennessee, 37902.
2. Defendants, David Clark and Aaron Clark are adult individuals residing at RR1, Box 73, Irvona, Clearfield County, Pennsylvania 16656.
3. The Defendants are in possession of a 1999 Columbia Mobile Home, Vehicle Identification Number CHPA2742AB which is located at RR1, Box 73, Irvona, Clearfield County, Pennsylvania and owned by Agnes C. Clark, Deceased.
4. On September 26, 1998, Agnes C. Clark, Deceased, purchased the mobile home pursuant to a Manufactured Home Retail Installment Contract (the "Contract"). A true and correct copy of the Contract is attached hereto as Exhibit "A" and incorporated herein by reference.

5. The Lender is a secured creditor under the terms of the Contract, which fact is further evidenced by the certificate of title to the mobile home, specifically identifying the Lender as a secured lien holder. A true and correct copy of such title is attached hereto as Exhibit "B" and incorporated herein by reference.

6. The Contract is in default for failure to make the required payments pursuant to the terms of the Contract since February 8, 2006.

7. Agnes C. Clark died on February 15, 2006. A true and correct copy of the Certificate of Death of Agnes C. Clark is attached hereto as Exhibit "C" and incorporated herein.

8. The approximate value of the mobile home is Thirty-four Thousand Two Hundred Thirty-five Dollars (\$34,235.00).

9. The Defendants, David Clark and Aaron Clark are the sons of Agnes C. Clark and resided in the mobile home with Agnes Clark, Deceased prior to and since the time of her death.


10. No estate has been raised for Agnes Clark, Deceased, and based on conversations with the Defendants, David Clark and Aaron Clark, there are no plans or intentions to raise an estate for Agnes Clark, Deceased.

11. On or about August 25, 2006, the Plaintiff sent a letter to the Defendants requesting that the Defendants surrender possession of the Mobile Home to the Lender. A true and correct copy of the August 25, 2006 letter is attached hereto and marked as Exhibit "D" and incorporated herein by reference.

12. The Defendants have failed, refused and neglected to surrender possession of the Mobile Home to the Lender.

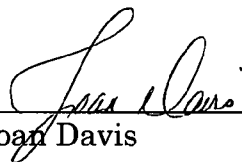
WHEREFORE, Plaintiff, 21st Mortgage Corporation respectfully requests that judgment be entered in its favor and against the Defendants, David Clark and Aaron Clark, in replevin for possession and delivery of the Mobile Home and any and all other relief which the Court deems just and appropriate.

GROSS MCGINLEY LABARRE & EATON

  
Thomas E. Reilly, Jr., Esquire  
Attorney for 21st Mortgage Corporation  
Attorney I.D. No. 41668  
33 S. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060

### VERIFICATION

I, Joan Davis, state that I am the Legal Coordinator for 21<sup>st</sup> Mortgage Corporation, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said 21<sup>st</sup> Mortgage Corporation, and verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Joan Davis

Dated: May 21, 2007

## RETAIL INSTALLMENT

CONTRACT, MANUFACTURED HOME  
AND DISCLOSURE STATEMENT

UNIVERSITY ACKNOWLEDGMENT



(This Contract Consists of Seven (7) Pages)

Buyer's(s') Name AGNES C CLARK

Address RP. 1 BOX 73 IRVONA PA 16656  
 (Number/Street) (City) (State) (Zip)

Co-Buyer's(s') Name \_\_\_\_\_

Address \_\_\_\_\_  
 (Number/Street) (City) (State) (Zip)

Seller's Name SUNRISE MOBILE HOMES

Address 1169 PLANK RD CARROLLTOWN PA 15722  
 (Number/Street) (City) (State) (Zip)

We, the undersigned Seller, hereby sell and you, the undersigned Buyer hereby purchase, subject to the terms and conditions hereinafter set forth, the following described manufactured home complete with furniture, appliances, attachments and equipment ("Collateral"). You hereby acknowledge delivery and acceptance of the Collateral in good and satisfactory condition.

Location of Collateral if other than Buyer's above address:

\_\_\_\_\_  
 (Number/Street) (City) (State) (Zip)

## DESCRIPTION OF MANUFACTURED HOME

New or Used NEW Manufacturer's Name COLUMBIA

Year of Unit 1999 Manufacturer's Serial Number CHPA2742AB  
401

Model Name &amp; Model Number \_\_\_\_\_

Unit Description: Length 44 Width 28 Color -----

(X)	Item(s)	Serial Number	(X)	Item(s)	Serial Number
X	Air Conditioning			Awning(s)	
X	Refrigerator			Skirting	
X	Range			Other	
	Washer				
	Dryer				
	Furniture				

Collateral Purchased for use primarily: ☒ Personal, Family or Household ☐ Business

Page 1 of 7

Form # PA 3943 March, 1998

Pennsylvania Fed. Preempt Filed Rate Simple Interest

A.C.C., Buyer's Initials \_\_\_\_\_ Co-Buyer's Initials

EXHIBIT

tabbles

"A"



# ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including any accessories, services and taxes)	\$ 39,095.00 (1)
2. Total Down Payment (Line 2A plus 2B)	\$ 1,775.00 (2)
A. Net Trade-In	\$ 0.00
Trade-In Information (Year/Make/Model)	
B. Cash Down Payment	\$ 1,775.00
3. Unpaid Balance of Cash Price (Line 1 minus 2)	\$ 37,320.00 (3)
4. Prepaid Finance Charge (Financed)	\$ 9.00 (4)
5. Other Charges Including Amounts Paid to Others on Buyers' Behalf: (Total of Lines 5A through 5G)	\$ 365.50 (5)
A. Cost of Physical Damage Insurance Purchased through Seller and Paid to the Insurance Company Named Below -- Covering Damage to the Property	\$ 338.00 **
B. Cost of Optional Credit Insurance Paid to the Insurance Company(s) Named Below (Line B1 plus B2)	\$ 0.00 **
1. Life Insurance \$ 0.00	
2. Disability, Accident & Health \$ 0.00	
C. Official Fees Paid to Public Officers	\$ 0.00
D. Taxes Not Included in Cash Price	\$ 0.00
E. Government License and/or Registration Fees (Itemize)	\$ 0.00
F. Government Certificate of Title Fees	\$ 27.50
G. Other Charges (Seller must identify who will receive payment and describe purpose)	
1. to _____ for _____	\$ 0.00 **
2. to _____ for _____	\$ 0.00 **
6. Total Amount of Contract (Add Lines 3, 4 & 5)	\$ 37,694.50 (6)
7. Total Prepaid Finance Charges (Line 4 Plus Other Non-Financed Prepaid Finance Charges)	\$ 9.00 (7)
8. Amount Financed (Line 6 minus 7)	\$ 37,685.50 (8)

\*\* We may retain, or receive, a portion of these amounts.

Page 2 of 7

Form # PA4003 March, 1998  
Pennsylvania Fed. Printing Fixed Rate Simple Interest

A.C.C.

Buyer's Initials

Co-Buyer's Initials

You, individually and together, promise to pay to us the Total Amount of Contract, shown above, together with finance charge on the unpaid balances thereof from time to time, at the rate of 11.00 % per annum until the Total Amount of Contract and any other sums you may become obligated to pay pursuant to the provisions of this Contract are fully repaid. The Total Amount of Contract includes any Prepaid Finance Charges that we advance on your behalf. You will make payments according to the Payment Schedule shown below. The Payment Schedule assumes that each payment will be made exactly on the date due and in the amount scheduled. Accordingly, payments not made exactly according to the Payment Schedule may result in an increase or decrease in the total amount paid under the Contract. The final payment will equal the then remaining unpaid balance of the Contract, plus accrued and unpaid finance charge and other sums due hereunder, all as allowed by law. Prepaid Finance Charge, if any, shall be deemed fully earned by us when you execute this Contract.

To secure such payment, you give us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral. We hereby waive any other security interest or mortgage which would otherwise secure your obligations under this Contract except for the security interests and assignments granted by you in this Contract. You agree that the terms of this Contract are printed on pages one through seven (pages 1-7) of this document.

**TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of Buyers' credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost Buyers.	<b>Amount Financed</b> The amount of credit provided to Buyers or on Buyers' behalf.	<b>Total of Payments</b> The amount Buyers will have paid after Buyers have made all payments as scheduled.	<b>Total Sale Price</b> The total sale of Buyers' purchase on credit, including Buyers' down payment of
<u>11.00%</u>	<u>\$91,543.70</u>	<u>\$ 37,685.50</u>	<u>\$29,229.20</u>	<u>\$ 1,775.30</u>
				<u>\$ 131,004.20</u>

**Buyers' PAYMENT SCHEDULE will be:**

Number of Payments	Amount of Payments	When Payments are Due
One Payment of	\$	
<u>360</u> Payments of	<u>\$ 358.97</u>	Monthly, beginning <u>October 26, 1998</u>
One Final Payment of	\$	

Security: You are giving a security interest in the property being purchased.

☐ Other \_\_\_\_\_

Lien Filing Fees: \$ 27.50 e

Prepayment: If you pay off early, you will not have to pay a penalty.

Assumption: (This applies only if you give your principal dwelling as security and you are purchasing that dwelling under this Contract.) Someone buying your home may not, except under certain circumstances, be allowed to assume the remainder of this Contract on its original terms.

See the remainder of this Contract document for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. e means estimate

If you do not meet your contract obligations, you may lose the property that you bought with the credit extended to you under this Contract.

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Form # PA 4943 March, 1998  
Pennsylvania Fed. Reserve Placed Rate Simple Interest

A.C.C. Buyer's Initials \_\_\_\_\_ Co-Buyer's Initials

**INSURANCE**

If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

**Required Physical Damage Insurance:**

Physical damage insurance is required; but you may purchase it from anyone you want who is acceptable to us.

**(CHECK ONE)**

- ☒ 1. You have elected to purchase the required and/or optional insurance through the Seller. The cost of this insurance is shown in SA of the Itemization above. This insurance is described as follows:

Insurance Company: AMERICAN BANKERS Term: 12 months

☒ Property Insurance, including personal effects coverage of \$ 14,000.00

☒ \$ 250.00 Deductible Comprehensive including Fire, Theft and Combined Additional coverage

- ☐ 2. You have purchased, or will obtain, required coverage through:

Insurance Company or Agent: \_\_\_\_\_

**Insurance (Optional):** Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Term	Signature(s)
Credit Life	\$ 0.00		I want credit life insurance.
Joint Credit Life	\$ 0.00		We want joint credit life insurance.
Credit Disability	\$ 0.00		I want credit disability insurance.
Credit Life & Disability	\$ 0.00		I want credit life and disability insurance.
Joint Credit Life & Disability	\$ 0.00		We want joint disability insurance.

**CREDIT LIFE AND DISABILITY INSURANCE:** If Buyers elect credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ 0.00. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ 0.00. Insurance Company: \_\_\_\_\_. Credit Life Insurance may not cover the entire balance of this obligation at the time of death if the original coverage selected is for a term or for an amount which is less than the term or the amount of the credit. Credit Disability Insurance may not cover the entire period of disability if the period of disability exceeds the term of coverage.

**THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY. SELLER WILL APPLY FOR COVERAGES CHECKED ABOVE ON BEHALF OF BUYER.**

**OTHER IMPORTANT AGREEMENTS**

1. **Ownership and Risk of Loss:** You agree to pay us all that you owe under this Contract even if the property is damaged, destroyed or missing. You agree not to transfer, or remove the Collateral from its location as specified above without our written permission. You agree not to expose the Collateral to misuse or confiscation. You agree to maintain the Collateral and keep it in good repair. You agree to not allow the Collateral to deteriorate in condition or value beyond normal wear and tear. You agree to not permit or allow any lien or encumbrance on the Collateral other than that granted to us. You agree to not use the Collateral or any part thereof in violation of

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Form # PA 4943 MARCH, 1993

Pennsylvania Fed. Reserve Fixed Rate Simple Interest

A.C.C. Buyer's Initials

\_\_\_\_ Co-Buyer's Initials

- title, federal or municipal law or once. If we pay any repair bills, storage bills, taxes, or other charges on the Collateral, you agree to repay the amount when ~~asked~~ for it. You agree to pay finance charges on the unpaid portions of such amount at the per annum rate shown above.
2. You agree to comply with all registration, licensing, tax and title laws applicable to the Collateral. You will pay, when due, all taxes and government assessments at any time levied on, due for, or which attach to the Collateral after its delivery to you. You agree that the Collateral, wherever placed, shall remain personal property. The Collateral shall not become part of the real estate. You agree to execute all documentation necessary to perfect our security interest in the Collateral. If you apply for a certificate of title for any item of Collateral, you will have our lien noted thereon. You will, if allowed by law, deliver or cause the certificate of title to be delivered to us. You may not rent the Collateral. You may not sell, assign, lease or otherwise dispose of it or any interest in it. You may not consign it without our prior written consent. You may not allow any lien on or grant any security interest in the Collateral other than ours.
  3. **Security Interest:** You give us a purchase money security interest in the property being purchased (Collateral). The security interest covers all proceeds of the Collateral. It also covers any accessories, equipment and replacement parts installed in the Collateral. It also covers insurance premiums and charge for service contracts returned to us and proceeds of any insurance policies or service contract on the property. It also covers proceeds of any insurance policies on the life or health of Buyers financed in this Contract. This secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension or assignment of this Contract. It also secures other agreements made by you in this Contract. You waive, with respect to the Collateral, but only to the extent allowed by law, all benefit of valuation, appraisal, and homestead or other exemption laws now in force or hereafter enacted. This waiver includes stay of execution and condemnation.
  4. **PREPAYMENT: YOU CAN PREPAY THIS DEBT IN FULL OR IN PART WITHOUT PENALTY.** Accrued charges to date of prepayment must be paid at the time of prepayment. Prepaid Finance Charge, if any, will not be subject to refund or rebate if you prepay this Contract in full or in part.
  5. **Insurance:** You agree to obtain at your own expense and to keep in force insurance on the Collateral against loss by fire, theft, flood, comprehensive, collision and damage. You agree to insure the Collateral against other hazards as appropriate and reasonable in relation to the character and value of the Collateral. The insurance shall be for such amounts and periods by an insurer that you choose subject to our approval. If you choose, we will obtain property insurance for you at the premium shown above.
  6. Whether the insurance is provided by you or by us, you agree to pay all premiums when due and payable. If you elect to provide this insurance, you shall deliver to us a fully paid up policy within five (5) days from the date of this Contract. The policy must contain a loss payable clause in favor of us. If any policy required hereunder is later canceled or expires, you shall immediately furnish to us a fully paid replacement policy submissible to us. If you fail to obtain the insurance or pay the premiums, we are authorized, at our sole option, to obtain or renew insurance coverage we believe necessary, as allowed by law. If we exercise this contractual right, the insurance policy will be placed by an affiliated insurance agency which may realize a financial benefit from the transaction. We are authorized to pay the premiums for you on any insurance we purchase or renew for you.
  7. You agree that any insurance we obtain may cover your interests and our interests, or may cover only our interests. It may at our sole option insure against loss in amounts equal to the unpaid amount due under this Contract, all as allowed by law. If we pay to obtain or renew insurance coverage for the Collateral, we will, within a reasonable time after advancing such sums, notify you of the amount advanced. The notice will also contain the required terms of repayment of the premium and describe the insurance purchased, including the type and amount of coverage.
  8. You promise to repay the full cost of any insurance so purchased upon demand or upon such other terms as we, in our sole discretion, determine. We may show the amount of any such insurance premium we pay as part of the total outstanding balance under this Contract. Even if such insurance premium is shown as part of the total outstanding balance, we may continue to demand immediate full repayment or payment upon such other terms as we, in our sole discretion, determine. The Collateral shall secure the repayment of premiums for any insurance purchased by us pursuant to this paragraph. The unpaid portion(s) of any insurance premium paid by or advanced by us shall accrue finance charge from time to time at the per annum rate shown above. If we do not obtain the replacement insurance, none of our rights and remedies under this Contract will be prejudiced.
  9. To enable us to exercise our option under the above circumstances to insure or renew coverage, you grant us the right to use or disclose any and all information we deem relevant to acquiring replacement insurance coverage. You assign to us all amounts in payment of insurance losses. We may apply such amounts, at our option, to your debt hereunder, to repair, replace or restore the Collateral, or both. Any excess after such application shall be returned to you. To implement this assignment, you appoint us as your Attorney-in-Fact to: (a) accept refunds of unearned insurance premiums; (b) make all adjustments for loss; (c) accept proceeds of settlement on claims made on said insurance policies; and (d) sign your name upon any checks, drafts, and documents required in connection with any loss or refund.
  10. This Contract may contain charges for optional insurance or service contracts. If the property is repossessed, you agree that we may claim benefits under these contracts and terminate them to obtain refunds of unearned charges.
  11. If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance which covers only our interest in the property. Any refund on optional insurance or service contracts obtained by us will be credited to your account. Credits to your account will be applied to as many of your installments as they will cover, beginning with the final installment. You will be notified of what is done.
  12. **Time is of the Essence:** You understand that all required payments must be made on the day due.
  13. **Exercising Our Rights:** If you remit payments which are less in amount than required by this Contract, our acceptance of same shall not constitute a new Contract, either expressed or implied. Acceptance of such reduced payment shall not waive the original terms of this Contract. Our acceptance of any payment after it is due shall not constitute a waiver of any of the original terms of this Contract. Our waiver of an event of default on one occasion shall not constitute a waiver of future instances of the same event of default. Our

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Form # PA-1243 March, 1998

Pennsylvania Fed. Reserve Fixed Rate Simple Interest

A.L.C. Buyer's Initials

\_\_\_\_\_ Co-Buyer's Initials

- wolver of one event of default shall not constitute a waiver of other events of default at the same time. We may delay enforcing any of our rights under this Contract without waiving or losing them. We may waive a right against a buyer, or release a buyer, without waiving the same or any other right against, or releasing, any other buyer.
14. **Default:** You are in default of your obligations under this Contract if any of the following events or conditions occur: (a) you fail to pay any installment when due, or you fail to perform any of your other obligations under this Contract; (b) any warranty, representation or statement you made or caused to be made is false or breached; (c) the Collateral is lost, stolen, damaged, destroyed, suffers a substantial reduction in value as a result of casualty, or it is sold or encumbered; or it is levied on, seized or attached; (d) you are unable to pay your debts as they become due, you become insolvent, a receiver is appointed for you, you assign property for the benefit of creditors, a proceeding under any bankruptcy or insolvency law is begun against you; (e) you die (or a partner dies if you are a partnership); (f) if you are a corporation or partnership, the corporation or partnership dissolves, merges, consolidates or transfers a substantial portion of its property; (g) you break any promise or breach any provision contained in this Contract.
  15. **Notice of Right to Cure Default:** If you default, we will provide you with at least 30 days prior notice of our intent to accelerate the maturity of the Contract, repossess the Collateral, or commence any legal action to recover under the Contract. This notice will be sent by certified or registered mail to the address where the Collateral is located. If you violate any terms or provisions of this Contract, we will also send you this notice. The notice will advise you of the action we intend to take at the end of the 30 day notice period. It will also contain a statement of your right to cure the default at any time before we transfer title to the Collateral. This cure period will be at least 45 days from the date you received this notice. You are not entitled to this notice if you abandon the property or surrender it to us. You are not entitled to this notice and right to cure default more than three (3) times in any calendar year. If you cure a default in payment due, you will be restored to the same position as if that default had not occurred.
  16. In order to cure you must tender in cash, certified check or cashier's check the amounts shown in the notice. If legal action was commenced, it must include any actual and reasonable attorney's fees as allowed by law. It must include any actual and reasonable costs we incur in detaching and transporting the Collateral to the site of sale. In addition, you must also perform any other obligation required under this Contract as described in the notice.
  17. **Demand for Full Payment and Additional Remedies on Default:** ALL THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE APPLICABLE NOTICE AND RIGHT TO CURE DEFAULT PROVISIONS CONTAINED IN THIS CONTRACT AND UNDER APPLICABLE STATE AND FEDERAL LAW. If you default, we may, subject to your unexpired right to cure, if any, require that you immediately pay the entire unpaid balance together with accrued and unpaid finance charge to the date of payment in full. We may also require that you pay any other unpaid sums due under this Contract. If you default, upon our request you agree to assemble the Collateral and make it available to us at a place we designate. That place must be reasonably convenient to us and to you.
  18. If you default, we will also have all the rights and remedies of a secured creditor under the Pennsylvania Uniform Commercial Code and the Pennsylvania Motor Vehicle Sales Finance Act. Those rights and remedies include, but are not limited to, the right to peacefully repossess and sell the Collateral at public or private sale, as allowed by applicable law. We will give you reasonable notice of the time and place of any sale. Such notification is reasonable if delivered personally, or sent by registered mail or receipted certified mail directed to you at your last-known address ten (10) days prior to the date on or after which such sale will occur. We may purchase the Collateral any public sale.
  19. We will apply the proceeds of any sale of the Collateral, as allowed by law. We will first apply the proceeds to our actual and reasonable out-of-pocket expenses of retaking, holding, preparing for sale and selling the Collateral. If legal action was commenced, we will then apply the remaining proceeds to our actual and reasonable attorney's fees paid to a lawyer who is not our salaried employee. We will then apply any remaining proceeds to the unpaid balance due under this Contract. You may be liable for any remaining amount if allowed under applicable law. That amount is called a deficiency balance. Any deficiency balance will be computed as required by applicable law. You promise to pay any such allowable deficiency balance upon demand.
  20. We may take possession of any personal effects in or upon the Collateral at the time of retaking. We will give you written notice at your last known address, via regular mail, of the liquidation of any personal effects. If you do not claim them within 30 days after notice is mailed, we may retain them subject to your rights. We may then sell or otherwise dispose of them in a reasonable manner, all as allowed by law. We will distribute any proceeds of each disposition according to applicable law.
  21. **Getting the Collateral Back After Repossession:** If we repossess the Collateral and you are not entitled to a notice and right to cure your default, you may still redeem the Collateral (get it back). Even if you are not entitled to cure, we will hold the Collateral for at least 15 days from the date of repossession. If you are not entitled to cure your default, you may redeem the Collateral during the 15 day period and at any time prior to the date on which we enter into a contract to sell it. In order to redeem the Collateral as allowed under this paragraph, you must pay the entire amount you owe on the Contract (not just the past due payments). If your default at the time of repossession exceeded 15 days, you must also pay the expenses we incur in retaking, repairing and storing the Collateral.
  22. **Additional Provisions:** You represent that the allowance shown for the property traded in is a good faith statement of its actual value. You warrant that any property traded in is free from any encumbrance. Breach of these warranties shall be a breach of this Contract. Upon notice of assignment, payment to anyone other than the assignee is at your risk. Subject to this limitation, Seller shall not be agent of the assignee for transmission of payments or for any other purpose.
  23. **Changes to this Contract:** Any change in terms of this Contract must be in writing and signed by the Seller. No oral changes are binding.
  24. **Interpretation of Agreement:** In this Contract the words "you", "your" and "yours" mean each and all of those who sign this Contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words "we", "us" and "our" mean the Seller shown above, and if this Contract is assigned, its successors and assigns and any other holder of this Contract. You agree that all

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Form # PA 3841 March, 1998

Pennsylvania Fed. Preempt Place Rate Simple Interest

A.C.C. Buyer's Initials

Co-Buyer's Initials

terms of your agreement with us contained in this written document. If any provision of this Contract is declared invalid or is prohibited by applicable law, it shall be ineffective to the extent of such declaration or prohibition without affecting any other provisions of this Contract. All other provisions shall remain enforceable. Paragraph headings are for convenience only. They shall not be used in the interpretation of this Contract.

25. **Governing Law:** This Contract has been delivered in the State of Seller's place of business. It will be governed by the laws of that State and applicable federal law.
26. **Information Sharing:** You consent that we and our family of companies may share information from and about you and your accounts with each other and with others, including information that may be used to offer banking, insurance and investment products to you, except to the extent that you instruct us otherwise in accordance with our Fair Credit Reporting Act Disclosures. More details regarding our right to share information will be provided to you after the closing of this transaction.
27. **Credit Reporting:** We may obtain consumer credit reports periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. We or any affiliate of ours may obtain one or more consumer credit reports on you from time to time for any legitimate business purpose. If you ask, you will be told whether a credit report was requested, and if so, the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify your employment, pay, assets and debts. You agree that anyone receiving a copy of this is authorized to provide us with such information.
28. **Warranties Seller Disclaims:** Buyer agrees that Seller makes no express warranties on the Collateral. Buyer further agrees that Seller makes no implied warranties of merchantability or fitness on the Collateral, unless required by law, and then only for the period of time set by law. Any statement as to model year of the Collateral is for identification purposes only and is not a warranty or representation. This provision does not affect any warranties covering the Collateral which may be provided by the manufacturer of the Collateral.

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

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

Executed by the parties this 26th day of September, 1998, (Month) (Year)

Simple Mobile Homes  
(Name of Dealer-Seller)

xx Agnes C. Clark (SEAL)  
(Buyer)

xx Robert H. Enoch  
(Signature of Representative)

X \_\_\_\_\_ (SEAL)  
(Co-Buyer)

Each Buyer acknowledges the he/she is signing and initialing only one (1) original of this Contract, that the original Contract will be in the possession of the Seller or the Seller's assignee, and that the initial assignee will be Chase Manhattan Bank USA, N.A.

xx Agnes C. Clark  
(Signature of Buyer)

X \_\_\_\_\_  
(Signature of Co-Buyer)

The Buyer hereby acknowledges that he has received from the Seller a true copy of this foregoing document with all blanks suitably filled, and that such a copy was delivered to him by the Seller at the time of the execution thereof.

In consideration of granting this credit to the Buyer named above, and not for purposes of being obligated hereunder, the undersigned hereby grants to the Seller a security interest in the Collateral described herein and all proceeds thereof, in accordance with all of the terms and conditions of this Retail Installment Contract.

(Witness)

(Witness)

Page 7 of 7

Form # PA 4043 March, 1998

Pennsylvania Fed. Preempt Fixed Rate Simple Interest

A.C.C. Buyer's Initials \_\_\_\_\_ Co-Buyer's Initials



This is to certify that this is a true copy of the record which is on file in the Pennsylvania Division of Vital Records in accordance with Act 66, P.L. 304, approved by the General Assembly, June 29, 1953.

**WARNING: It is illegal to duplicate this copy by photostat or photograph.**

Calvin B. Johnson, M.D., M.P.H.  
Secretary of Health



Frank Yeropoli  
State Registrar

4098835

No.

MAY 15 2007

Date

H105.143 Rev. 01/06  
TYPE/PRINT IN  
PERMANENT  
BLACK INK

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH • VITAL RECORDS  
CERTIFICATE OF DEATH

STATE FILE NUMBER

014416

1. Name of Decedent (First, middle, last) <b>Agnes C. Clark</b>		2. Sex <b>Female</b>	3. Social Security Number <b>203 - 28 - 2056</b>	4. Date of Death (Month, day, year) <b>February 15, 2006</b>
5. Age (Last birthday) <b>78</b>	6. Under 1 year Months <b>78</b> Days <b>00</b>	7. Date of Birth (Month, day, year) <b>April 6, 1927</b>	8. Birthplace (City and state or foreign country) <b>Westover pa.</b>	8a. Place of Death (Check only one) <input checked="" type="checkbox"/> Hospital <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> Other: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input type="checkbox"/> Other - Specify:
8b. County of Death <b>Clearfield</b>	8c. City, Boro, Twp. of Death <b>DuBois Pa. 15801</b>	8d. Facility Name (If not institution, give street and number) <b>DuBois Regional Medical Center</b>	9. Was Decedent of Hispanic Origin? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, specify Cuban, Mexican, Puerto Rican, etc.)	10. Race: American Indian, Black, White, etc. (Specify) <b>White</b>
11. Decedent's Usual Occupation (Kind of work done during most of working life; do not state retired) Kind of Work <b>Homemaker</b> Kind of Business/Industry <b>Domestic</b>	12. Was Decedent ever in the US Armed Forces? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	13. Decedent's Education (Specify only highest grade completed) <b>8</b>	14. Marital Status: Married, Never married, Widowed, Divorced (Specify) <b>Widowed</b>	15. Surviving Spouse (If wife, give maiden name)
16. Decedent's Mailing Address (Street, city/town, state, zip code) <b>2691 Ansonville Road Irvona pa. 16656</b>	17a. State <b>Pa.</b> 17b. County <b>Clearfield</b>	17c. Did Decedent Live in a Township? <input checked="" type="checkbox"/> Yes, Decedent Lived in <b>Jordan</b> Twp. <input type="checkbox"/> No, Decedent Lived within Actual Limits of _____ City/Boro		
18. Father's Name (First, middle, last) <b>Emanuel Barto</b>	19. Mother's Name (First, middle, maiden surname) <b>Viola Hockenberry</b>			
20a. Informant's Name (Type/print) <b>David Clark</b>	20b. Informant's Mailing Address (Street, city/town, state, zip code) <b>2691 Ansonville road, Irvona pa. 16656</b>			
21a. Method of Disposition <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other Specify: <b>Donor</b>	21b. Date of Disposition (Month, day, year) <b>February 18, 2006</b>	21c. Place of Disposition (Name of cemetery, crematory or other place) <b>Fruit Hill Cemetery</b>	21d. Location (City/town, state, zip code) <b>New Millport Pa. 16861</b>	
22a. Signature of Funeral Service Licensee (or person acting as such) <b>Lloyd Dimmick</b>	22b. License Number <b>FS-01314-L</b>	22c. Name and Address of Facility <b>Lloyd-Dimmick Funeral Home Inc. P.O. Box 248 Irvona pa. 16656</b>		
Complete Items 22a-c only when certifying physician is not available at time of death to certify cause of death.		23a. To the best of my knowledge, death occurred at the time, date and place stated. (Signature and title) <b>8120A M. February 15, 2006</b>	23b. License Number	23c. Date Signed (Month, day, year)
Items 24-26 must be completed by person who pronounces death.		24. Time of Death <b>8120A M.</b>	25. Date Pronounced Dead (Month, day, year) <b>February 15, 2006</b>	26. Was Case Returned to a Medical Examiner/Coroner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CAUSE OF DEATH (See instructions and examples) Item 27. Part I: Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT abbreviate. Enter only one cause on a line. IMMEDIATE CAUSE (Final disease or condition resulting in death) → <b>Congestive heart failure</b> Due to (or as a consequence of): a. <b>CAB</b> Due to (or as a consequence of): b. Due to (or as a consequence of): c. Due to (or as a consequence of): d. Sequentially list conditions, if any, leading to the cause listed on Line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST.		Approximate interval: onset to death Part II: Enter other significant conditions contributing to death, but not resulting in the underlying cause given in Part I. 28. Did Tobacco Use Contribute to Death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown 29. If Female: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year 30. Place of Injury: Home, Farm, Street, Factory, Office Building, etc. (Specify)		
30a. Was an Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30b. Were Autopsy Findings Available Prior to Completion of Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	31. Manner of Death <input type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could Not Be Determined	32a. Date of Injury (Month, day, year)	32b. Describe how Injury Occurred:
33a. Certifier (check only one) • Certifying physician (Physician certifying cause of death when another physician has pronounced death and completed Ram 23) To the best of my knowledge, death occurred due to the cause(s) and manner as stated _____ X • Pronouncing and certifying physician (Physician both pronouncing death and certifying to cause of death) To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated _____ • Medical examiner/coroner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated _____		32c. Time of Injury	32d. Injury at Work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32e. If Transportation Injury (Specify) <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other - Specify
33b. Signature and Title of Certifier <b>Renee Allenbaugh MD</b>		33c. License Number <b>MD072985L</b>	33d. Date Signed (Month, day, year) <b>2/16/06</b>	
35. Registrar's Signature and District Number <b>John L. Harman</b>		36. Date Filed (Month, day, year) <b>11/7/18/0</b>	34. Name and Address of Person Who Completed Cause of Death (Item 27) Type/Print <b>Renee Allenbaugh MD 910 Beane DR. DuBois, PA 15824</b>	

(See instructions and examples on reverse)

EXHIBIT

"C"



# PIOSA REILLY & CAPEHART

ATTORNEYS AT LAW

MICHAEL J. PIOSA  
THOMAS E. REILLY, JR.  
THOMAS A. CAPEHART

ONE WINDSOR PLAZA, SUITE 202  
7535 WINDSOR DRIVE  
ALLENTOWN, PENNSYLVANIA 18195-1014

TEL: (610) 530-7500  
FAX: (610) 530-8190

August 25, 2006

Mr. David Clark and Mr. Aaron Clark  
RR1, Box 73  
Irvona, PA 16656

Re: 21<sup>st</sup> Mortgage Corporation  
1999 Columbia Mobile Home Serial #CHPA2742AB

Dear Mssrs. Clark:

This office represents 21<sup>st</sup> Mortgage Corporation, successor to Chase Manhattan Bank, NA (the "Bank").

It is my understanding that you are currently residing in the above referenced mobile home which is owned by Agnes Clark. It is the Bank's understanding that Mrs. Clark is now deceased and indebted to the Bank pursuant to a Mobile Home Installment Sale Contract for the purchase of the Mobile Home which loan is now in default.

This matter has been referred to our office for legal action in order to recover possession of the Mobile Home for the Bank. Unless you surrender possession of the Mobile Home to 21<sup>st</sup> Mortgage Corporation within ten (10) days of the date of this letter, we have been instructed by the Bank to proceed with filing a replevin action in which you will be named Defendants. This means you will be sued in Court in order to allow the Bank to recover possession of the Mobile Home.

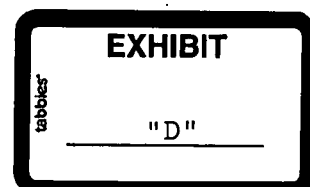
You may make arrangements to surrender possession of the mobile home by contacting Joan Davis at 21<sup>st</sup> Mortgage Corporation at 800-955-0021 ext. 1270.

**This letter is from a debt collector. This letter and any other correspondence from this office is an attempt to collect a debt and any information obtained will be used for that purpose.**

Sincerely,

  
Thomas E. Reilly, Jr.

jlkc  
cc: 21<sup>st</sup> Mortgage Corp.  
JK/Corres/Debtors/Clark DemandLtr



# PIOSA REILLY & CAPEHART

ATTORNEYS AT LAW

MICHAEL J. PIOSA  
THOMAS E. REILLY, JR.  
THOMAS A. CAPEHART

ONE WINDSOR PLAZA, SUITE 202  
7535 WINDSOR DRIVE  
ALLENTOWN, PENNSYLVANIA 18195-1014

TEL: (610) 530-7500  
FAX: (610) 530-8190

August 25, 2006

TO: Agnes Clark:

We represent 21<sup>st</sup> Mortgage Corporation.

WE ARE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. Section 1692, TO PROVIDE YOU WITH THE FOLLOWING NOTICE:

The amount of the debt owed by you is \$40,711.87 as of August 26, 2006.

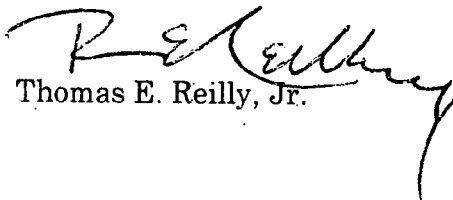
Chase Manhattan Bank, NA is the original creditor for this debt.

You have thirty (30) days from the date of this Notice to dispute the validity of this debt. If you fail to dispute the validity of this debt within thirty (30) days, we will assume the debt is valid and the amount of the debt is correct. If you notify us in writing that the debt or any portion thereof is disputed by you, we will obtain verification of the debt from our client and provide such verification to you.

Please note that despite the thirty (30) day period described above, the Bank is not required to wait thirty (30) days to take any action to enforce its rights to collect the amount owed, including, but not limited to, filing a lawsuit against you. As such, you should expect the Bank to proceed with any such action within the time frame set forth in the accompanying Letter or documents, and any other previous correspondence you may have received directly from the Bank.

This letter is from a debt collector. This letter and any other correspondence from this office is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,

  
Thomas E. Reilly, Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102841  
NO: 07-822-CD  
SERVICE # 1 OF 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: 21st MORTGAGE CORPORATION, Successor  
vs.  
DEFENDANT: DAVID CLARK and AARON CLARK

SHERIFF RETURN

---

NOW, June 04, 2007 AT 10:17 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON DAVID CLARK DEFENDANT AT 2691 ANSONVILLE ROAD, ANSONVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID CLARK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

0/2:30um  
OCT 10 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 102841  
NO: 07-822-CD  
SERVICE # 2 OF 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: 21st MORTGAGE CORPORATION, Successor  
vs.  
DEFENDANT: DAVID CLARK and AARON CLARK

**SHERIFF RETURN**

---

NOW, June 04, 2007 AT 10:17 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON AARON CLARK DEFENDANT AT 2691 ANSONVILLE ROAD, ANSONVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AARON CLARK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102841  
NO: 07-822-CD  
SERVICES 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: 21st MORTGAGE CORPORATION, Successor  
vs.  
DEFENDANT: DAVID CLARK and AARON CLARK

SHERIFF RETURN

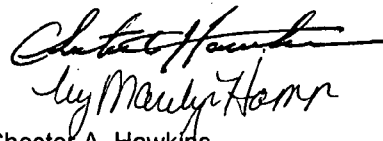
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GROSS	25726	20.00
SHERIFF HAWKINS	GROSS	25726	50.19

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,



Chester A. Hawkins  
Sheriff

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

21<sup>ST</sup> MORTGAGE CORPORATION,  
successor to Chase Manhattan Bank, NA  
Plaintiff

vs.

DAVID CLARK and AARON CLARK,  
Defendant

NO. 07-822-CD

REPLEVIN ACTION

**FILED**

OCT 15 2007  
M/ 1:05 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
CENT COPY w/ NOTICE  
TO DEPT.

**PRAECIPE FOR JUDGMENT**

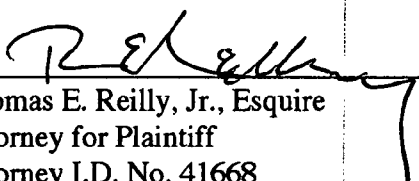
Enter Judgment in favor of Plaintiff and against Defendants, David Clark and Aaron Clark, for want of failure to file a responsive pleading to Plaintiff's Replevin Complaint.

X Enter judgment for possession of the following personal property: 1999 Columbia Mobile Home Serial Number CHPA2742AB.

X I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

X Pursuant to Pa. R.C.P. 237.1, I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to the attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A copy of the notice is attached.

Date: July 12, 2007

  
Thomas E. Reilly, Jr., Esquire  
Attorney for Plaintiff  
Attorney I.D. No. 41668  
33 S. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450

NOW, OCT. 15, 2007, JUDGMENT IS ENTERED AS ABOVE.

  
Prothonotary/Clerk, Civil Division

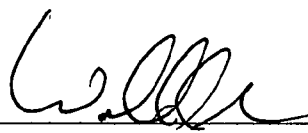
By: \_\_\_\_\_  
Deputy

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

21 <sup>ST</sup> MORTGAGE CORPORATION,	)	
successor to Chase Manhattan Bank, NA	)	NO. 07-822-CD
Plaintiff	)	
	)	
vs.	)	
	)	
DAVID CLARK and AARON CLARK,	)	REPLEVIN ACTION
Defendant	)	

( X ) Notice is hereby given that a Default Judgment in the above-captioned matter has been entered against you for possession of certain personal property (1999 Columbia Mobile Home Serial #CHPA2742AB), on OCTOBER 15, 2007.

( X ) A copy of all documents filed with the Prothonotary in support of the within judgment are enclosed.

  
\_\_\_\_\_  
Prothonotary/Clerk, Civil Div.

by: \_\_\_\_\_

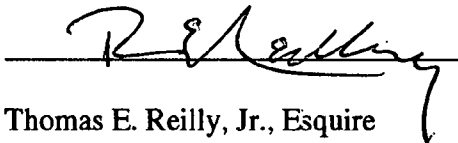
If you have any questions regarding this Notice, please contact the filing party:

Thomas E. Reilly, Jr., Esquire  
33 S. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450

(This Notice is given in accordance with Pa.R.C.P. 236).

**CERTIFICATION OF ADDRESSES**

I, THOMAS E. REILLY, JR., ESQUIRE, hereby certify that the precise address of the within-named Plaintiff, 21<sup>st</sup> Mortgage Corporation is 620 Market Street, Knoxville, Tennessee 37902 and the precise address of the within-named Defendants, David Clark and Aaron Clark is RR 1, Box 73, Irvona, Pennsylvania 16656.

  
Thomas E. Reilly, Jr., Esquire



**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA

)

)

ss:

COUNTY OF LEHIGH

)

Before me, the undersigned authority, personally appeared Thomas A. Capehart, Esquire, who being duly sworn according to law, doth depose and say that the Defendants, David Clark and Aaron Clark were not in the Military or Naval Service, based on the following facts as of the date of this affidavit:

Age of Defendant:

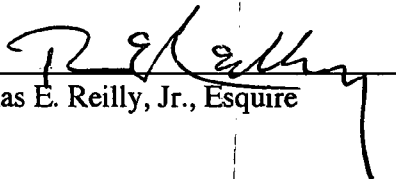
Sui Juris

Present Place of  
Employment:

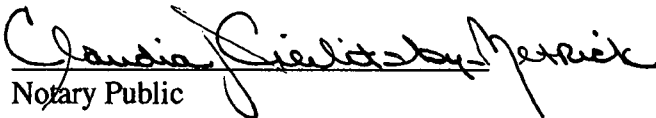
Unknown

Present Place of  
Residence:

RR 1, Box 73  
Irvona, PA 16656

  
Thomas E. Reilly, Jr., Esquire

Sworn to and subscribed before me this  
12<sup>th</sup> day of July, 2007 A.D.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Claudia J. Cierlitsky-Metrick, Notary Public  
City of Allentown, Lehigh County  
My Commission Expires November 22, 2009

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

21 <sup>ST</sup> MORTGAGE CORPORATION,	)	
successor to Chase Manhattan Bank, NA	)	NO. 07-822-CD
Plaintiff	)	
	)	
vs.	)	
	)	
DAVID CLARK and AARON CLARK,	)	REPLEVIN ACTION
Defendant	)	

**DATE OF NOTICE: June 26, 2007**

**TO:** David Clark  
RR1 Box 73  
Irvona, PA 16656

Aaron Clark  
RR 1, Box 73  
Irvona, PA 16656

**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 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.

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 5982

GROSS MCGINLEY LABARRE & EATON



---

Thomas E. Reilly, Jr., Esq.  
Attorney for Plaintiff  
Attorney I. D. No. 41668  
(610) 820-5450

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

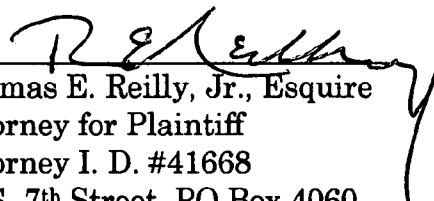
21 <sup>ST</sup> MORTGAGE CORPORATION,	)	
successor to Chase Manhattan Bank, NA	)	NO. 07-822-CD
Plaintiff	)	
	)	
vs.	)	
	)	
DAVID CLARK and AARON CLARK,	)	REPLEVIN ACTION
Defendant	)	

**PRAECIPE FOR WRIT OF POSSESSION**

**TO THE PROTHONOTARY:**

Kindly issue the Writ of Possession in the above matter on the 199  
Columbia Mobile Home Serial Number CHPA2742AB and located at RR1, Box 73,  
Irvona, Pennsylvania 16656.

GROSS MCGINLEY LABARRE & EATON

  
Thomas E. Reilly, Jr., Esquire  
Attorney for Plaintiff  
Attorney I. D. #41668  
33 S. 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450

**FILED** *Appd. 20.00*  
*01/12/07*  
**OCT 30 2007** *ICC & 2 writs*  
William A. Shaw *to Sheriff*  
Prothonotary/Clerk of Courts *(64)*

COPY

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

21 <sup>ST</sup> MORTGAGE CORPORATION,	)	
successor to Chase Manhattan Bank, NA	)	NO. 07-822-CD
Plaintiff	)	
	)	
vs.	)	
	)	
DAVID CLARK and AARON CLARK,	)	REPLEVIN ACTION
Defendant	)	

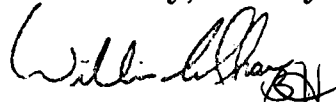
**WRIT OF POSSESSION**

Commonwealth of Pennsylvania: )  
)  
County of Clearfield )

To the Sheriff of Clearfield County:

To satisfy the Judgment for Possession in the above matter, you are directed to deliver possession of the following described property to 21<sup>st</sup> Mortgage Corporation:

**1999 Columbia Mobile Home Serial Number CHPA2742AB and located at RR1 Box 73, Irvona, Clearfield County, Pennsylvania 16656.**



Prothonotary/Clerk, Civil Div.

by: \_\_\_\_\_

Deputy

Seal of the Court

10/30/07

Date

By: Thomas E. Reilly, Jr.  
Attorney for Plaintiff  
33 South 7<sup>th</sup> Street, PO Box 4060  
Allentown, PA 18105-4060

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

DOCKET # 103369  
NO: 07-822-CD  
SERVICE # 1 OF 2  
WRIT OF POSSESSION

PLAINTIFF: 21st MORTGAGE CORPORATION, successor to Chase Manhattan Bank, NA  
vs.  
DEFENDANT: DAVID CLARK and AARON CLARK

**SHERIFF RETURN**

---

NOW, November 01, 2007 AT 9:00 AM SERVED THE WITHIN WRIT OF POSSESSION ON DAVID CLARK DEFENDANT AT 2691 ANSONVILLE ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JIM CLARK, BROTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN THE CONTENTS THEREOF. LOCK OUT DONE ON 11/30/07 @ 12:05 pm by Davis/Morgillo.

SERVED BY: DAVIS / MORGILLO

**FILED**  
03:00 PM  
DEC 14 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 103369  
NO: 07-822-CD  
SERVICE # 2 OF 2  
WRIT OF POSSESSION

PLAINTIFF: 21st MORTGAGE CORPORATION, successor to Chase Manhattan Bank, NA  
vs.  
DEFENDANT: DAVID CLARK and AARON CLARK

**SHERIFF RETURN**

---

NOW, November 01, 2007 AT 9:00 AM SERVED THE WITHIN WRIT OF POSSESSION ON AARON CLARK DEFENDANT AT 2691 ANSONVILLE ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JIM CLARK, BROTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN THE CONTENTS THEREOF. LOCK OUT DONE ON 11/30/07 @ 12:05 pm by Davis/Morgillo.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103369  
NO: 07-822-CD  
SERVICES 2  
WRIT OF POSSESSION

PLAINTIFF: 21st MORTGAGE CORPORATION, successor to Chase Manhattan Bank, NA  
vs.  
DEFENDANT: DAVID CLARK and AARON CLARK

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GROSS	26672	20.00
SHERIFF HAWKINS	GROSS	26672	80.00
SHERIFF HAWKINS	"	27229	26.38

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

  
by Marilyn Horn  
Chester A. Hawkins  
Sheriff