

08-530-CD  
Green Tree Disc vs R. Smeal

FILED pd \$95.00 Atty  
m/1:30 cm ICC Atty.  
MAR 24 2008

William A. Shanahan  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,  
Plaintiff,

v.

Samuel R. Smeal,

Defendant.

CIVIL DIVISION

No. 08-530-CJ

TYPE OF PLEADING:  
Complaint in Mortgage Foreclosure

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

COUNSEL OF RECORD:  
Edward F. Voelker, Jr.  
PA I.D. #55414

Cynthia M. Dornish  
PA I.D. #59890

Voelker & Associates, P.C.  
Firm #332

Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

Samuel R. Smeal,

Defendant.

**NOTICE**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff, No.

v.

Samuel R. Smeal,

Defendant.

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes Green Tree Consumer Discount Company, by and through its attorneys, Edward F. Voelker, Jr., Esq. and Voelker & Associates, P.C., and avers the following in support of its Complaint in Mortgage Foreclosure:

1. Samuel R. Smeal is an individual whose last known address is 514 Sterling Avenue, SR 2002 Smoke Run, PA, 16681.
2. Green Tree Consumer Discount Company, hereinafter referred to as "Plaintiff," is a Pennsylvania corporation and is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about September 25, 2001, Borrower made, executed and delivered a Open-end Mortgage (the "Mortgage") whereby Borrower granted a first-position mortgage lien in the premises therein described to Plaintiff's predecessor-in-interest, Conseco Finance Consumer Discount Company, which Mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County, at Instrument No. 200116066. A true and correct copy of the Mortgage is attached hereto and

incorporated as Exhibit "A".

4. The Mortgage secured the borrowed amount of \$86,004.21 plus interest.

5. Borrower has defaulted under the Financing Contract by failing to make payments when due. As of February 13, 2008, the delinquent payment amount due and owing from Borrower to Plaintiff is \$884.51. A true and correct copy of the Financing Contract is marked as Exhibit "B" and is attached hereto and made a part hereof.

6. On February 14, 2008, Plaintiff provided Borrower with a Notice of Default, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

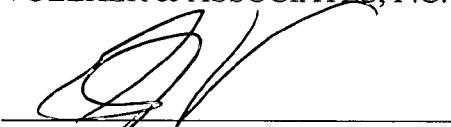
7. By the terms of the Mortgage, upon failure of Borrower to make payments when due, the entire principal balance and all interest due thereon are collectible forthwith.

8. As of February 13, 2008, the amount owed by Borrower to Plaintiff, not including costs and attorneys' fees, is \$81,683.22. The interest on said amount is accruing at the daily rate of \$17.69.

WHEREFORE, Plaintiff demands judgment against the Borrower in the sum of \$81,683.22 together with interest from February 13, 2008 at the rate of \$17.69 per diem to the date of Judgment, attorney fees and other costs and charges collectible under the Mortgage and for the foreclosure and sale of the mortgaged property.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



---

Edward F. Voelker, Jr.  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603

STRATFORD SETTLEMENTS INC  
506 SOUTH MAIN STREET  
SUITE 2203  
ZELIENOPLE, PA 16063

734/28947

MAIL TO:

DATE OF:  
MAP# 101.D-K15-000-00026

Commonwealth of Pennsylvania

GT-15-33-030 (1/01)

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## OPEN-END MORTGAGE

This Mortgage secures future advances

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is SEPTEMBER 25, 2001 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: SAMUEL R. SMEAL

SR 2002

SMOKE RUN, PA 16681

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

LENDER: CONSECO FINANCE CONSUMER DISCOUNT COMPANY  
105 BRADFORD RD 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 SR 2002 in the City/Town/Village of SMOKE RUN, 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 security interest in that certain 2002, 76 X 28, Fleetwood Oakcrest mobile home, serial number ORDERED UNIT. The Mortgagor does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Mortgagor has signed the Mortgage, and to attach Exhibit A after the Mortgagor has signed the Mortgage.

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
- 200116066  
RECORDED ON  
Oct 08 2001  
12:44:29 PM  
Total Pages: 8

RECORDING FEES	\$22.00
RECORDER	\$1.00
QUINTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TAX	\$22.50
CUSTOMER	
STRATFORD SETTLEMENT INC	

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200116066  
RECORDED ON  
Oct 08, 2001  
12:44:29 PM  
Total Pages: 8

RECORDING FEES -	\$21.00
RECORDER	\$1.00
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TOTAL	\$23.50
CUSTOMER	

EXHIBIT "A"

**Legal Description:**

**Parcel I. D. No. 101.0-K 15-000-00026**

**ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield, and the State of Pennsylvania, bounded and described as follow:**

**BEGINNING at an existing iron pin located on the western side of SR 2002, said pin being the northeast corner of Parcel 2, herein described; thence along SR 2002 South 12 degree 22 minutes 30 seconds West a distance of 147.93 feet to an iron pin; thence along the line of land now or formerly of Larry and Clara Belin North 85 degrees 00 minutes 00 seconds west a distance of 333.30 feet to a 15" tree; thence along the line of land now or formerly of Marion and Alfreda Matevish North 03 degrees 16 minutes 00 seconds East a distance of 365.75 feet to an iron pin; thence along Parcel 1 South 85 degrees 00 minutes 00 seconds east a distance of 261.41 feet to an existing iron pin; thence along the same south 19 degrees 58 minutes 30 seconds east a distance of 241.46 feet to an existing iron pin and the point of beginning. Containing 2.715 acres more or less.**

The property is located in CLEARFIELD..... at .....  
(County)  
SR 2002....., SMOKE RUN....., Pennsylvania 16681.....  
(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").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$.....86004.42..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
  - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)  
A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Buyers/Borrowers.  
The above obligation is due and payable on the date 360 months after the date of final disbursement, if not paid earlier.
  - B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
  - C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
  - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney-in-fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

- 13. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 14. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
- 15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security instrument. Mortgagor will also pay on demand amounts incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorney's fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.); and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 17. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 18. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- 19. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured

Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

- 22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa. C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 23. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 24. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisement relating to the Property.

- 25. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ..... Line of Credit The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ..... Construction Loan this Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ..... Fixture Filing Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ..... Purchase Money this Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.
- .....**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.

*Samuel R. Smeal 9/25/01*  
 (Signature) **SAMUEL R. SMEAL** (Date) (Signature) (Date)  
 (Signature) (Date) (Signature) (Date)  
 (Witness) (Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF **PA**, COUNTY OF **Clearfield**,  
 On this, the **25** day of **SEPTEMBER**, 2001, before me **Melody J. Endress**,  
 the undersigned officer, personally appeared **SAMUEL R. SMEAL**,  
 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:

(3-01)

*Melody Endress*  
 Title of Officer

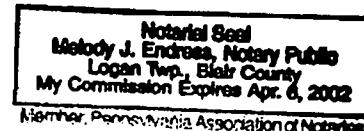
It is hereby certified that the address of the Lender within named is:  
**105 BRADFORD RD., PO. BOX 1158, WEXFORD, PA 15090**

*Melody Endress*

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LPR2043



GT-15-39-011 (6/01)

CONSECO FINANCE CONSUMER DISCOUNT COMPANY 105 BRADFORD RD SUITE 200 WEXFORD, PA 15090 <b>BORROWER'S NAME AND ADDRESS</b> "I" includes each borrower above, jointly and severally.	SAMUEL R. SMEAL SR 2002 SMOKE RUN, PA 16681 <b>LENDER'S NAME AND ADDRESS</b> "You" means the lender, its successors and assigns.	Loan Number _____ Date <u>9/25/2001</u> Maturity Date <u>See ** Below</u> Loan Amount \$ <u>86004.42</u> Renewal Of <u>N/A</u>
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For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of EIGHTY SIX THOUSAND FOUR AND 42/100 Dollars \$ 86004.42

**N/A Single Advance:** I will receive all of this principal sum on N/A  
No additional advances are contemplated under this note.

**XX Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note.  
On the date of the first disbursement I will receive the amount of \$ the initial advance and future principal advances are contemplated.

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

**N/A Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on N/A

**XX Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from the date of final advance, or 121 days after the date of the first disbursement, whichever comes first at the per annum rate(s) of 7.992

until the principal balance is fully paid

**N/A Variable Rate:** This rate may then change as stated below.

**N/A Index Rate:** The future rate will be N/A the following index rate: N/A  
N/A

N/A

**N/A No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

**N/A Frequency and Timing:** The rate on this note may change as often as N/A

A change in the interest rate will take effect N/A

**N/A Limitations:** During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %. The rate may not change more than N/A % each N/A.

**N/A Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

**N/A** The amount of each scheduled payment will change.  **N/A** The amount of the final payment will change.

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

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

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

**N/A** at a rate equal to N/A

**XX LATE CHARGE:** If a payment is made more than 10 days after it is due, I agree to pay a late charge of 10.0% of the scheduled installment amount

**N/A NSF FEE:** If any instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of N/A  
N/A

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

**PAYMENTS:** I agree to pay this note as follows:

**XX Interest:** I agree to pay accrued interest on the cumulative amounts advanced beginning 121 days after the date of the first disbursement, or on the date of the final disbursement, whichever comes first.

**XX Principal:** I agree to pay the principal in 360 monthly installments, with interest, beginning approximately 30 days after the date of final disbursement.

**\*\* The Maturity Date is 359 months after the date of the first scheduled payment of principal and interest.**

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GT-15-39-011 (5/01) (page 1 of 4)

EXHIBIT "B"

XX **Installments:** I agree to pay this note as follows: In addition to the interest-only payments, if any, I agree to pay this note in 360 principal and interest payments. The first payment will be in the amount of \$ 630.47 and will be due approximately 30 days from final disbursement. A payment of \$ 630.47 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due at the Maturity Date.

N/A **Installments:** I agree to pay this note in \_\_\_\_\_ payments. The first payment will be in the amount of \$ \_\_\_\_\_ and will be due \_\_\_\_\_. A payment of \$ \_\_\_\_\_ will be due \_\_\_\_\_ thereafter. The final payment of the entire unpaid balance of principal and interest will be due \_\_\_\_\_

XX **SECURITY:** This note is separately secured by (describe any separate document by type and date):  
A Mortgage/Deed of Trust dated today on the real property located at:  
SK 2002, SHOKE RUN, PA 16681

This loan is also secured by a 1st lien on the following: 2002 FLEETWOOD BONNIE DAKEREST - SEE # ORDERED UNIT

**PURPOSE:** The purpose of this loan is consumer

**DEFINITIONS:** As used on page 1, 2, 3, and 4, "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW:** The interest charged, contracted for, and received on this loan, including fees and charges constituting interest under federal statutory or regulatory law, is governed by the laws of the State of Pennsylvania

penalty of six months interest on the amount in excess of 20% of the original principal amount

payments will not excuse or reduce any later scheduled payment until this note is paid in full.

**INTEREST:** Interest accrues on the principal remaining unpaid from time to time, until paid in full. If this is a multiple advance loan, interest will accrue: as indicated on Page 1 of this document

All other terms of this loan are governed by the laws of the State of Pennsylvania

**MISCELLANEOUS:** If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56: Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

I agree to cooperate with you regarding any requests after closing to correct errors made concerning this contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction. I agree that you may enforce this agreement by judicial process and are entitled to attorney's fees, costs and disbursements incident to such enforcement.

If I purchase credit insurance or other elective product with the proceeds of this note, and such product is later cancelled and a refund owed, you will credit such refund made until all documentation relating to it has been received by, reviewed by, and accepted by the Lender.

**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note.

**PREPAYMENT:** I may prepay this loan in whole or in part at any time. I will not pay a penalty upon prepayment unless otherwise stated in the next sentence. If I prepay in full within 60 months of the date of this note, I will pay you a

penalty of six months interest on the amount in excess of 20% of the original principal amount

payments will not excuse or reduce any later scheduled payment until this note is paid in full.

**INTEREST:** Interest accrues on the principal remaining unpaid from time to time, until paid in full. If this is a multiple advance loan, interest will accrue: as indicated on Page 1 of this document

The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

**ACCRUAL METHOD:** The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note, or the date you accelerate payment on the note, whichever is earlier.

**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**PAYMENTS BY LENDER:** If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid

principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**ASSUMPTION:** ~~N/A~~ This loan is not assumable by another party under any conditions. ~~XX~~ If the Lender's policies in effect at the time permit, an assumption of this note by another qualified party may be considered. All assumptions are at the Lender's sole discretion and will be subject to the conditions that are in effect at the time the assumption is requested. All conditions are determined solely by the Lender and are subject to change at anytime without notice.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor or proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES:** If I am in default on this note you have, subject to any notice requirements or other limitations of applicable law, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES:** To the extent permitted by applicable law, I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, to the extent permitted by applicable law, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs. To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest);
- or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

To the extent allowed by law, I waive the benefit of my homestead and personal property exemption as to this payment of this note.

**ARBITRATION:** All disputes, claims, or controversies arising from or relating to this contract or the relationships which result from this contract, or the validity of this arbitration clause or the entire contract, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. For purposes of this paragraph, the "parties" shall mean I, the Borrower, and you, the Lender, together. This arbitration agreement is made pursuant to a transaction in interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of

claimants pertaining to any claim arising from or relating to this contract. The parties agree and understand that the arbitrator shall have all powers provided by the law and the contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation, or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment, or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this contract, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guaranty or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us, will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time, without limit or notice, and for

**ADDITIONAL TERMS:**

ANY UNDISBURSED PORTIONS OF THE AMOUNT FINANCED HEREIN SHALL BE APPLIED TO THE PRINCIPAL BALANCE OF THE CONTRACT. THIS WILL NOT REDUCE MY MONTHLY PAYMENT AMOUNT ON THE CONTRACT, BUT MAY REDUCE THE TOTAL NUMBER OF MONTHS I MUST PAY THE CONTRACT.

THIS LOAN IS NOT MADE UNTIL THE DOCUMENTS HAVE BEEN REVIEWED AND ACCEPTED BY LENDER.

**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.**

Signature

Date

Signature SAMUEL R. SMIAL

9/25/01  
Date

Signature

Date

Signature

Date

Signature for Lender

CONSECO FINANCE CONSUMER DISCOUNT COMPANY  
By: *Alma Macdonald* 9/25/01 Its: *LAND/HOME COORDINATOR*

9/25/2001

Date

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

X

X

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



Date of Notice: 02/14/2008

Certified Mail Receipt No. 71067112169004510887

Samuel R. Smeal  
 514 Sterling Ave  
 Houtzdale, PA 16651-1750

Green Tree Consumer Discount Company  
 Three Executive Park Drive Suite 14  
 Bedford, NH 03110  
 800-643-0202

Account No: 734289473

Creditor: Green Tree Consumer Discount  
 Company

Brief identification of credit transaction: Manufactured Home Account

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

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

Your default consists of: 2 payments past due (plus \$244.04 in fees and charges) totaling \$884.51.

**Cure of default:** Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$884.51, which consists of \$640.47 for past due payments and \$244.04 for late charges, or by doing the following: NA

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

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of \$81,969.88 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable. You have the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of your default or any other defense you may have to acceleration and foreclosure.

If you have any questions, write Green Tree at the above address or call the number provided.

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

RETURN RECEIPT REQUESTED  
 USPS MAIL CARRIER  
 DETACH ALONG PERFORATION

This is an automatic collect a debt and any information of

COMPLETE THIS SECTION ON DELIVERY	
1. To Be Delivered by (Please Print Clearly)	
2. Date of Delivery	
C. Signature	
X	
D. Is delivery address different from item 1? If YES, enter delivery address below:	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee <input type="checkbox"/> Yes <input type="checkbox"/> No	

7/07

RETURN RECEIPT REQUESTED  
 USPS MAIL CARRIER  
 DETACH ALONG PERFORATION

Green Tree Consumer Discount Company  
 Tempe III  
 7360 South Kyrene Rd  
 Tempe, AZ 85283-4583

07761

EXHIBIT "C"

VERIFICATION

I, Jennifer Lockerman, Collections Manager, and duly authorized representative of Green Tree Consumer Discount Company do hereby depose and say subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing are true and correct to the best of my information and belief.

  
\_\_\_\_\_  
Jennifer Lockerman  
Collection Manager  
Green Tree Consumer Discount Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

TYPE OF PLEADING:

Acceptance of Service

Samuel R. Smeal,

FILED ON BEHALF OF PLAINTIFF:

Green Tree Consumer Discount Company

Defendant.

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D. #55414

Cynthia M. Dornish

PA I.D. #59890

Voelker & Associates, P.C.

Firm #332

Hampton Stoneworks Professional Building

3960 Route 8, Suite 200

Allison Park, PA 15101-3603

(412) 486-8800

FILED NO CC  
APR 10 2008  
15

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff, No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

**ACCEPTANCE OF SERVICE**

I, Samuel R. Smeal, accept service of the Complaint.

03-29-08  
Date

Samuel R. Smeal  
Samuel R. Smeal  
Rear, 109 Byers Street  
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

Plaintiff,

v.

Samuel R. Smeai,

Defendant.

CIVIL DIVISION

No. 08-530-CD

FILED *02*

JUN 20 2008  
m 18:40 pm

William A. Shaw

Prothonotary/Clerk of Courts

*Green Tree Consumer*

Pursuant to PA. R.C.P. 1037(b) *To Atts*

*Notice To  
Lessor*

TYPE OF PLEADING:

Plaintiff's Praecipe for Default Judgment

Pursuant to PA. R.C.P. 1037(b)

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D. #55414

Cynthia M. Dornish  
PA I.D. #59890

Voelker & Associates, P.C.  
Firm #332

Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

**PLAINTIFF'S PRAECIPE FOR DEFAULT  
JUDGMENT PURSUANT TO PA. R.C.P. 1037(b)**

TO THE PROTHONOTARY:

Kindly enter judgment for possession and in the sum specified below, in favor of Plaintiff, and against Defendant, Samuel R. Smeal, for failure to file an Answer or otherwise respond in the above-captioned action at the above number and term within twenty (20) days from the date of service of the Complaint. Please assess Plaintiff's damages against said Defendant as follows:

Principal	\$81,683.22
Interest	\$1,521.34 ( 86 days × \$ 17.69 per diem)
Attorneys fees	\$500.00
Costs	<u>to be added</u>
<b>TOTAL</b>	<u><b>\$83,704.56</b></u>

I certify that a written notice of intention to file this Praeclipe was mailed to Borrower after the default had occurred and at least ten (10) days before the date of the filing of this Praeclipe. I further certify that the Defendant is not in active military service. A copy of the Notice is attached hereto as Exhibit "A". The undersigned verifies that the statements of fact in the Praeclipe are true and correct and are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsifications to authorities.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

TO: Samuel R. Smeal  
ADDRESS: 514 Sterling Avenue, SR 2002, Houtzdale, PA 16651  
DATE: April 25, 2008

**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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982

VOELKER & ASSOCIATES, P.C.

  
Edward F. Voelker, Jr.  
Attorneys for Plaintiff  
Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

TO: Samuel R. Smeal  
ADDRESS: Rear, 109 Byers Street, Clearfield, PA 16830  
DATE: April 25, 2008

**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.**

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**David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982**

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.  
Attorneys for Plaintiff  
Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

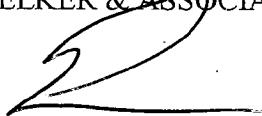
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the attached was served upon the following by first class United States mail, postage pre-paid, this 9 day of September, 2008.

Samuel R. Smeal  
514 Sterling Avenue  
SR 2002  
Houtzdale, PA 16651

Samuel R. Smeal  
Rear, 109 Byers Street  
Clearfield, PA 16830

VOELKER & ASSOCIATES, P.C.

  
Edward F. Voelker, Jr.  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

COUNSEL OF RECORD:  
Edward F. Voelker, Jr.  
PA I.D. #55414

Cynthia M. Dornish  
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Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO:  Plaintiff  Defendant  Garnishee  Additional Defendant

You are hereby notified that the following Order, Decree, or Judgement has been entered against you on June 20, 2008

Decree Nisi in Equity.

Final Decree in Equity.

Judgment of  Confession  Verdict  
 Default  Non-suit  
 Non-Pros  Arbitration Award

Judgment is for possession and in the amount:

\$83,704.56 Plus Costs

District Justice Transcript of Judgement in (Assumpsit/Trespass) in the amount of  
\$ \_\_\_\_\_, PLUS COSTS.

If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Pennsylvania Department of Transportation.

PROTHONOTARY

By W.D.  
Deputy

If you have any questions concerning the above, please contact:

Name of Attorney for Plaintiff:

Edward F. Voelker, Jr.  
Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Alison Park, PA 15101-3603  
(412) 486-8800

# VOELKER & ASSOCIATES, P.C.

EDWARD F. VOELKER, JR.  
KAREN HENNON MCCONNELL  
CYNTHIA M. DORNISH  
ANN FOSNAUGH QUIMBY

ATTORNEYS AT LAW

HAMPTON STONEWORKS PROFESSIONAL BUILDING  
3960 ROUTE 8, SUITE 200  
ALLISON PARK, PA 15101-3603  
TELEPHONE: (412) 486-8800  
TELEFAX: (412) 486-2200

June 17, 2008

William Shaw, Prothonotary  
P.O. Box 549  
Clearfield, PA 16830

Re: Green Tree Consumer Discount Company v. Samuel R. Smeal  
Docket No. 08-530 CD

Dear Mr. Shaw,

As per David S. Ammerman, Solicitor, upon further review, it is my understanding that we can file the following documents in the above-referenced matter:

- 1) Praecept for Default Judgment with required exhibits, along with a check for \$20.00 made payable to "Prothonotary" for the filing fee.
- 2) Notice of Order, Decree or Judgment along with an extra copy to send to the Defendant and envelope, postage prepaid, addressed to the Defendant from the Clearfield County Prothonotary's Office.

I have enclosed an extra copy of each of the above pleadings and I request that you stamp and return them to me in the enclosed self-addressed stamped envelope.

If you have any questions regarding this matter, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

Lois L. Brenner

/llb  
Enclosures as stated.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

COUNSEL OF RECORD:  
Edward F. Voelker, Jr.  
PA I.D. #55414

Cynthia M. Dornish  
PA I.D. #59890

Voelker & Associates, P.C.  
Firm #332

Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

FILED *Att'd* *At 20.00*  
*12/14/01*  
ACC'D  
*WNTB/*  
William A. Shaw  
Prothonotary/Clerk of Courts  
prop.  
desc. to Sheriff  
*GIO*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Please issue a Writ of Execution in the above captioned matter.

Judgement amount entered 6/20/08: \$ 83,704.56

Additional interest 6/20/08 - 9/4/08: \$ 1,344.44 (76 days x \$17.69 per diem)

Cost to be Added \$ \_\_\_\_\_

Total \$ 85,049.00  
\* 135.00 Prothonotary costs

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the attached was served upon the following by first class United States mail, postage pre-paid, this 4 day of September, 2008.

Samuel R. Smeal  
Rear, 109 Byers Street  
Clearfield, PA 16830

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

COUNSEL OF RECORD:  
Edward F. Voelker, Jr.  
PA I.D. #55414

Cynthia M. Dornish  
PA I.D. #59890

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

**AFFIDAVIT OF ACT 91 of 1983**

I, Edward F. Voelker, Jr., being first duly sworn according to law, depose and say that I am counsel for Plaintiff Green Tree Consumer Discount Company in the above captioned matter; that as such I am familiar with the facts involved in the captioned matter and authorized to make this affidavit for and on behalf of Plaintiff; that all applicable requirements of Act 91 have been complied with; and that the statements contained herein are true and correct to the best of my knowledge, information and belief.

VOELKER & ASSOCIATES, P.C.

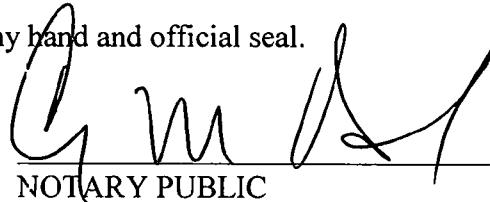
  
Edward F. Voelker, Jr.  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 )  
COUNTY OF ALLEGHENY ) SS:

ON THIS, the 5<sup>th</sup> day of September, 2008, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared Edward F. Voelker, Jr., known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



A handwritten signature consisting of a stylized 'C' and 'W' on the left, and a 'J' and a 'G' on the right, all in black ink.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cynthia M. Dornish, Notary Public  
Hampton Twp., Allegheny County  
My Commission Expires June 1, 2010  
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

COUNSEL OF RECORD:  
Edward F. Voelker, Jr.  
PA I.D. #55414

Cynthia M. Dornish  
PA I.D. #59890

Voelker & Associates, P.C.  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Green Tree Consumer Discount Company, Plaintiff, sets forth as of the date of the praecipe for the writ of execution was filed the following information concerning the real property located at 5567 Cross Roads Boulevard, Smoke Run, Pennsylvania, 16681, which property is more fully described in Exhibit "A" attached hereto.

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

Samuel R. Smeal  
Rear, 109 Byers Street  
Clearfield, PA 16830

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

Samuel R. Smeal  
Rear, 109 Byers Street  
Clearfield, PA 16830

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

None

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

Plaintiff: Green Tree Consumer Discount Company,  
successor-in-interest to Conseco Finance  
3 Executive Park Drive  
Bedford, NH 03110-6919

CitiFinancial, Inc.  
302 Union Avenue  
Altoona, PA 16602

5. Name and address of every other person who has any record lien on the property:  
None
6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:  
Beccaria Township and School Tax Collector  
149 Washinton Street  
Coalport, PA 16627  
  
Clearfield County Treasurer's Office  
230 East Market Street  
Clearfield, PA 16830  
  
Clearfield County Tax Claim Bureau  
230 East Market Street  
Clearfield, PA 16830
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.  
Attorneys for Plaintiff

**Exhibit "A"**  
**Legal Description of Subject Property**

Parcel I.D. No. 101-K 15-000-00063

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield, and the Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an existing iron pin located on the western side of SR 2002, said pin being the northeast corner of Parcel 2, herein described; thence along SR 2002 South 12 degrees 22 minutes 30 seconds West a distance of 147.93 feet to an iron pin; thence along the line of land now or formerly of Larry and Clara Belin North 85 degrees 00 minutes 00 seconds West a distance of 333.30 feet to a 15" tree or stump of tree; thence along the line of land now or formerly of Marion and Alfreda Matevish North 03 degrees 16 minutes 00 seconds East a distance of 365.75 feet to an iron pin; thence along Parcel 1 South 85 degrees 00 minutes 00 seconds east a distance of 261.41 feet to an existing iron pin; thence along the same South 19 degrees 58 minutes 30 seconds East a distance of 241.26 feet to an existing iron pin and the point of beginning. Containing 2.715 acres more or less.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

TYPE OF PLEADING:  
Affidavit of Non-military Service

Samuel R. Smeal,

Defendant.

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

COUNSEL OF RECORD:  
Edward F. Voelker, Jr.  
PA I.D. #55414

Cynthia M. Dornish  
PA I.D. #59890

Voelker & Associates, P.C.  
Firm #332

Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
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(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

Samuel R. Smeal,

Defendant.

**AFFIDAVIT OF NON-MILITARY SERVICE**

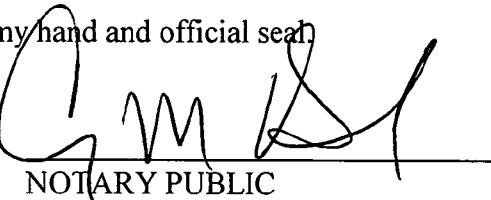
As attorney for Plaintiff in the above-captioned matter, I affirm that to the best of my knowledge, information and belief, the Defendant is not in active military service.

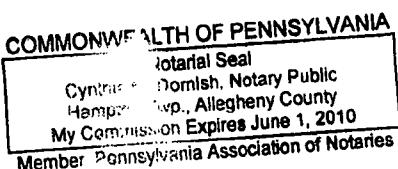
  
Edward F. Voelker, Jr.  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )  
*On 14th*

ON THIS, the 14 day of September, 2008, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared Edward F. Voelker, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
NOTARY PUBLIC



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the attached was served upon the following by first class United States mail, postage pre-paid, this 4 day of September, 2008.

Samuel R. Smeal  
Rear, 109 Byers Street  
Clearfield, PA 16830

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

Plaintiff,

v.

Samuel R. Smeal,

Defendant.

CIVIL DIVISION

No. 08-530-CD

TYPE OF PLEADING:

Affidavit of Last Known Address

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

COUNSEL OF RECORD:

Edward F. Voelker, Jr.  
PA I.D. #55414

Cynthia M. Dornish  
PA I.D. #59890

Voelker & Associates, P.C.  
Firm #332

Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
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(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

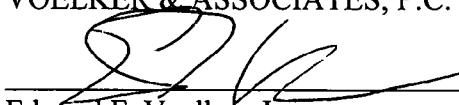
Defendant.

**AFFIDAVIT OF LAST KNOWN ADDRESS**

I, Edward F. Voelker, Jr., being first duly sworn according to law, deposes and says that to the best of my knowledge, information and belief, the last known address of the Defendant is:

Samuel R. Smeal  
Rear, 109 Byers Street  
Clearfield, PA 16830

VOELKER & ASSOCIATES, P.C.

  
Edward F. Voelker, Jr.  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
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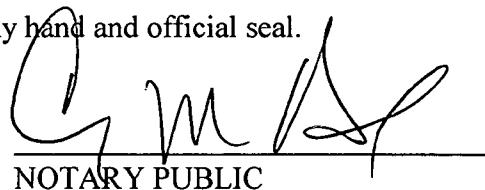
COMMONWEALTH OF PENNSYLVANIA )

) SS:

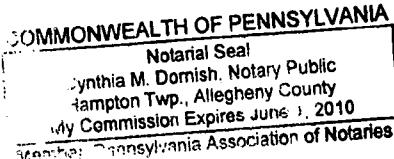
COUNTY OF ALLEGHENY )

ON THIS, the 5<sup>th</sup> day of September, 2008, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared Edward F. Voelker, Jr., known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff, No. 08-530-CD

## V. Writ of Execution

Samuel R. Smeal,

Defendant.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the described property on the attached Exhibit "A."

Judgement amount entered 6/20/08: \$ 83,704.56

Additional interest 6/20/08 - 9/4/08: \$ 1,344.44 (76 days x \$17.69 per diem)

Costs to be Added \$ \_\_\_\_\_

Total \$ 85,049.00 plus costs

135.00 Prothonotary costs

Date: 9/8/08

Prothonotary



**Exhibit "A"**  
**Legal Description of Subject Property**

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield, and Commonwealth of Pennsylvania known as Parcel I.D. No. 101-K15-000-00063 (formerly known or part of Parcel I.D. No. 101-K15-000-00026), commonly known as 5567 Cross Roads Boulevard, Smoke Run, Pennsylvania, 16681.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

COUNSEL OF RECORD:

Edward F. Voelker, Jr.  
PA I.D. #55414

Cynthia M. Dornish  
PA I.D. #59890

Pamela L. Brickner  
PA I.D.#209392

Voelker & Associates, P.C.  
Firm #332

Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

FILED NO CC  
M 11:09 AM  
NOV 17 2008

BLW  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

**RETURN OF SERVICE**

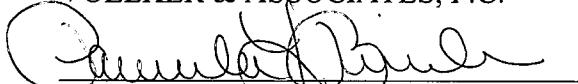
I, Edward F. Voelker, Jr., counsel for the Plaintiff, being duly sworn according to law, do depose and say that:

1. Pursuant to Rule 3129(c)(1)(i)(A), Defendant served with a true and correct copy of the Notice of Sheriff's Sale of Real Estate by personal service by the Sheriff on October 1, 2008.

2. Pursuant to Rule 3129(c)(1)(iii), a true and correct copy of the Notices of Sheriff's Sale of Real Estate was mailed to each lienholder and other parties in interest as set forth in the Affidavit Pursuant to PA R.C.P. 3129.1 by ordinary mail on September 29, 2008. Such mailings are evidenced by the United States Postal Form 3877, Certificate of Mailing, copies of which are attached hereto.

3. Pursuant to Rule 3129(c)(2), a true and correct copy of the Notice of Sheriff's Sale of Real Estate, copies of the envelopes of returned notices, if any, are attached hereto.

VOELKER & ASSOCIATES, P.C.



Pamela L. Brickner  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

Winkler & Associates, P.C.  
 Hampton Station, Professional Building  
 Suite 200, 3965 Spring Hill Road  
 Allison Park, PA 15101-3603

Check type of mail or service:

- Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Insured
- Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

Affix Stamp Here  
 (If issued as a  
 certificate of mailing.)

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	U.S. POSTAGE PAID ALLISON PARK, PA SEP 29, 08 AMOUNT \$1.10
1.	SAMUEL R. SMEAL REPAIR, 109 BIERES STREET QUAKERFIELD, PA 16230	4/2	0000
2.	GREEN TREE CONSUMERS DISCOUNT CO. 3 EXECUTIVE PARK DRIVE BEDFORD, NH 03110-6919	4/2	0000
3.	UNIFINANCIAL INC. 302 UNION AVENUE AUTONIA, PA 16002	4/2	0000
4.	RECCARIA TOWNSHIP + SCHOOL FC. 149 WASHINGTON STREET COALPORT, PA 16227	4/2	0000
5.	CLEARFIELD COUNTY TREASURER'S OFFICE 230 EAST MARKET STREET CLEARFIELD, PA 16830	4/2	0000
6.	CLEARFIELD COUNTY TAX CLAIM BUREAU 230 EAST MARKET CLEARFIELD, PA 16830	4/2	0000
7.	SAMUEL R. SMEAL 514 STERLING AVE. HOUTZDALE, PA 16441	4/2	0000
8.	SAMUEL R. SMEAL 5567 CROSSROADS BLD. SMOKE RUN, PA 16481	4/2	0000
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	U.S. POSTAGE PAID ALLISON PARK, PA SEP 29, 08 AMOUNT \$1.10 0000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff, No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

TO: Defendant and Interested Parties:

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County to the Sheriff of Clearfield County, there will be exposed to Public Sale at Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830 on DECEMBER 52008 at 10:00AM o'clock, the following described property, with all improvements, of which Samuel R. Smeal is the owner or reputed owner:

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield, and Commonwealth of Pennsylvania known as Parcel I.D. No. 101-K15-000-00063, commonly known as 5567 Cross Roads Boulevard, Smoke Run, Pennsylvania, 16681.

Claims against property must be filed at the Office of the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when the Schedule of Distribution is filed in the Office of the Sheriff.

Attached hereto is a copy of the Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

**YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.**

**David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982**

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution. If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, a petition with the Court alleging a valid defense and a reasonable excuse for failing to file a defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment. You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution or service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR IF THERE ARE ANY DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN THE TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.



Edward F. Voelker, Jr.  
Attorneys for Plaintiff  
Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

## **LONG PROPERTY DESCRIPTION**

Parcel I.D. No. 101-K15-000-00063

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield, and the Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an existing iron pin located on the western side of SR 2002, said pin being the northeast corner of Parcel 2, herein described; thence along SR 2002 South 12 degrees 22 minutes 30 seconds West a distance of 147.93 feet to an iron pin; thence along the line of land now or formerly of Larry and Clara Belin North 85 degrees 00 minutes 00 seconds West a distance of 333.30 feet to a 15" tree or stump of tree; thence along the line of land now or formerly of Marion and Alfreda Matevish North 03 degrees 16 minutes 00 seconds East a distance of 365.75 feet to an iron pin; thence along Parcel 1 South 85 degrees 00 minutes 00 seconds east a distance of 261.41 feet to an existing iron pin; thence along the same South 19 degrees 58 minutes 30 seconds East a distance of 241.26 feet to an existing iron pin and the point of beginning. Containing 2.715 acres more or less, commonly known as 5567 Cross Roads Boulevard, Smoke Run, Pennsylvania, 16681.

SEIZED, taken in execution to be sold as the property of SAMUEL R. SMEAL, at the suit of GREEN TREE CONSUMER DISCOUNT COMPANY. JUDGMENT NO. 08-530-CD

COMMONWEALTH OF PENNSYLVANIA ) SS: 08-530-CD  
COUNTY OF ALLEGHENY )

ON THIS, the 12 day of November, 2008, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared Pamela L. Brickner, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A handwritten signature of Edward F. Voelker Jr. is written over a rectangular notary stamp. The stamp contains the text 'NOTARY PUBLIC' in large, bold, capital letters, followed by 'COMMONWEALTH OF PENNSYLVANIA' in a slightly smaller font. Below this, in a box, is the text 'Notarial Seal' and 'Edward F. Voelker Jr., Notary Public' on the first line, 'Hampton Twp., Allegheny County' on the second line, and 'My Commission Expires Aug. 25, 2009' on the third line. At the bottom of the stamp, it says 'Member, Pennsylvania Association of Notaries'.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20843  
NO: 08-530-CD

PLAINT FF: GREEN TREE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: SAMUEL R. SMEAL

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/8/2008

LEVY TAKEN 9/29/2008 @ 11:00 AM

POSTED 9/29/2008 @ 11:00 AM

SALE HELD 12/5/2008

SOLD TO GREEN TREE CONSUMER DISCOUNT COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 1/26/2009

DATE DEED FILED 1/26/2009

PROPERTY ADDRESS 5567 CROSS ROADS BOULEVARD SMOKE RUN, PA 16681

5 *PR*  
**FILED** *PP*  
JAN 26 2009  
0 11:30 AM 5-06  
William A. Shaw  
Prothonotary/Clerk of Courts  
*WS*

SERVICES

10/1/2008 @ 1:34 PM SERVED SAMUEL R. SMEAL

SERVED SAMUEL R. SMEAL, DEFENDANT, AT HIS RESIDENCE, REAR, 109 BYERS STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KRISTIE TURNER, GIRLFRIEND/ADULT AT RESIDENCE

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20843  
NO: 08-530-CD

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: SAMUEL R. SMEAL

Execution REAL ESTATE

SHERIFF RETURN

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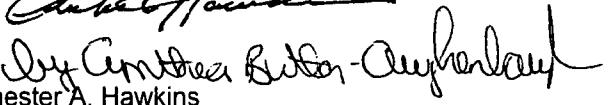
SHERIFF HAWKINS \$214.95

SURCHARGE \$20.00 PAID BY PLAINTIFF

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

  
by   
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff, No. 08-530-CD

## Writ of Execution

Samuel R. Smeal,

Defendant.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff, No. 08-530-CD

v.

Samuel R. Smeal,

Defendant.

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the described property on the attached Exhibit "A."

Judgement amount entered 6/20/08: \$ 83,704.56

Additional interest 6/20/08 - 9/4/08: \$ 1,344.44 (76 days x \$17.69 per diem)

Costs to be Added \$ \_\_\_\_\_

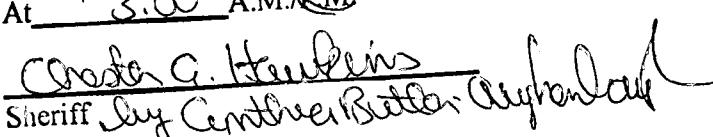
Total \$ 85,049.00 plus costs

135.00 Prothonotary costs

Date: 9/8/08

  
\_\_\_\_\_  
Prothonotary

Received this writ this 8<sup>th</sup> day  
of September A.D. 2008  
At 3:00 A.M. (P.M.)

  
\_\_\_\_\_  
Chester A. Hawkins  
Sheriff by Cynthia Beller, Deputy Sheriff

**Exhibit "A"**  
**Legal Description of Subject Property**

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield, and Commonwealth of Pennsylvania known as Parcel I.D. No. 101-K15-000-00063 (formerly known or part of Parcel I.D. No. 101-K15-000-00026), commonly known as 5567 Cross Roads Boulevard, Smoke Run, Pennsylvania, 16681.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SAMUEL R. SMEAL

NO. 08-530-CD

NOW, January 26, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on December 05, 2008, I exposed the within described real estate of Samuel R. Smeal to public venue or outcry at which time and place I sold the same to GREEN TREE CONSUMER DISCOUNT COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	26.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$214.95</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	83,704.56
INTEREST @ 17.6900 %	1,609.79
FROM 09/05/2008 TO 12/05/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,344.44
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$86,678.79</b>

**COSTS:**

ADVERTISING	222.16
TAXES - COLLECTOR	2,182.04
TAXES - TAX CLAIM	2,184.03
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	214.95
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$5,237.68</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff