

08-545-CD

CIT Group al vs Scott P. Kitchen

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CIT GROUP/SALES FINANCING, INC.,

Plaintiff,

v.

SCOTT P. KITCHEN,

Defendant.

CIVIL DIVISION

Civil Action No. 2008-545-CD

APR 26 2008
m/11:20/14
William A. Shaw
Prothonotary/Clerk of Courts
CANT TO SWFF &
MTH

**COMPLAINT IN REPLEVIN AND
FOR MONEY DAMAGES**

Filed on behalf of Plaintiff,
The CIT Group/Sales Financing, Inc.

Counsel of Record for Plaintiff:

Joshua C. Lewis
Pa. ID No. 92945

REED SMITH LLP
Firm No. 234
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Pittsburgh, PA 15219-1886
Telephone: 412.288.4146
Facsimile: 412.288.3063

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CIT GROUP/SALES FINANCING, INC.,)	Civil Division
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
SCOTT P. KITCHEN,)	
)	
Defendant.)	
)	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you; and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiffs. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, Ext. (5982)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CIT GROUP/SALES FINANCING, INC.,)	Civil Division
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
SCOTT P. KITCHEN,)	
)	
Defendant.)	
)	

COMPLAINT IN REPLEVIN AND FOR MONEY DAMAGES

NOW COMES The CIT Group/Sales Financing, Inc., by and through its attorneys, Reed Smith LLP, and files this Complaint in Replevin and For Money Damages against the above named Defendant and in support hereof states as follows:

JURISDICTION AND VENUE

1. This is a civil action for replevin and breach of contract pursuant to Pa.R.Civ.P. 1071 et seq.
2. Venue is appropriate in this Court pursuant to Pa.R.Civ.P. 1072 because Defendant is a resident of Clearfield County and the collateral which is the subject of this action is located within Clearfield County.

GENERAL ALLEGATIONS

3. Plaintiff, The CIT Group/Sales Financing, Inc. ("CIT"), is a corporation duly organized under the laws of the State of New York and is qualified to do business in the Commonwealth of Pennsylvania, with an address at 715 South Metropolitan, Suite 150, P.O. Box 24610, Oklahoma City, Oklahoma 73124-0610.
4. Upon information and belief, Defendant Scott P. Kitchen is a natural person

residing at a last known address of 92 Marshall Road, Mahaffey, Pennsylvania 15757 (the "Defendant").

5. On or about August 25, 1998, CIT entered into a Note and Security Agreement (the "Agreement") with Defendant pursuant to which CIT financed the purchase of a new 1999 Champion, Mobile Home, Id #07998069295 ("Mobile Home") to Defendant in exchange for payment of 240 monthly installments of \$255.24 (each a "Monthly Installment") as fully detailed in the Agreement and the Federal Disclosure Statement. A true and correct copy of the Agreement and related Federal Disclosure Statement is attached hereto, and incorporated by reference, as **Exhibit "A"**.

6. CIT sets forth its lien on the certificate of title for the Mobile Home (the "Certificate of Title"). A true and correct copy of the Certificate of Title is attached hereto, and incorporated by reference, as **Exhibit "B"**.

7. On or about March 24, 2007, Defendant failed to make the Monthly Installment when due (the "Default").

8. Defendant has continuously failed to make all payments as and when due since March 24, 2007 and therefore the Default is continuing.

9. On or about November 17, 2007, a representative from CIT sent a letter to Defendant ("Demand Letter") regarding the Default. A True and correct copy of the Demand Letter is attached hereto, and incorporated by reference, as **Exhibit "C"**.

10. The Defendant failed to cure the Default in accordance with the terms of the Demand Letters.

11. As a result, the Defendant is and continues to be in default under the Agreement, and all amounts due and owing under the contract are immediately due and payable in full.

12. The Mobile Home is mobile by nature and CIT believes that it is located in Clearfield County, Pennsylvania at 82 Marshall Road, Burnside, Pennsylvania 15757

13. Based upon information and belief, the current value of the Mobile Home is in excess of \$20,180.00.

14. As of the date hereof, Defendant's account is past due in the amount of \$2,114.30.

15. As of the date hereof, CIT has accelerated the total amount due under the Agreement, and therefore, the total amount due to CIT is currently \$20,941.93.

COUNT I – REPLEVIN AGAINST THE DEFENDANT

16. CIT realleges and reasserts the averments contained in paragraphs 1 – 15, as if fully rewritten herein.

17. As a result of the Default, CIT has the right to repossess the Mobile Home, take sole possession thereof, and, if appropriate, resell the Mobile Home under the terms of the Agreement, and applicable law.

18. As a result of the Default, the Defendant has no right to continue to possess the Mobile Home under the Agreement.

19. No party, other than CIT, is entitled to possession of the Mobile Home.

20. Pursuant to the Agreement, the Defendant agreed to pay reasonable attorneys' fees and other expenses incurred by CIT in enforcing its rights against the Defendant.

WHEREFORE, CIT respectfully requests that the Court enter an order: (a) for possession of the Mobile Home; (b) for CIT's expenses and attorneys' fees incurred in enforcing its rights against the Defendant; and (c) for such other relief as this Court deems necessary or appropriate.

COUNT II – BREACH OF CONTRACT AGAINST DEFENDANT

21. CIT realleges and asserts the averments contained in paragraphs 1 – 20, as if fully written herein.

22. Pursuant to the Agreement, the Defendant agreed to pay CIT Monthly Installments in accordance with the terms thereof.

23. As of the date hereof, the Defendant has failed to make certain Monthly Installments to CIT when due as required by the Agreement.

24. The Default has occurred, is continuing, and has not been cured.

25. CIT has at all times fully and properly performed its obligations under the Agreement and all conditions precedent have been performed by CIT or have otherwise occurred to establish CIT's right to recover the Monthly Installments.

26. As a result of his failure to make Monthly Installments as required by the Agreement, the Defendant breached his obligation to CIT under the Agreement.

27. As a result of the Default, the Defendant is required to return the Mobile Home to CIT pursuant to the Agreement.

28. As of the date hereof, the Defendant has not returned the Mobile Home to CIT.

29. As a result of Defendant's failure to return the Mobile Home to CIT as required by the Agreement, the Defendant has further breached his obligation to CIT under the Agreement.

30. CIT has at all times fully and properly performed its obligations under the Agreement and all conditions precedent have been performed by CIT or have occurred to establish CIT's rights to recover the Mobile Home.

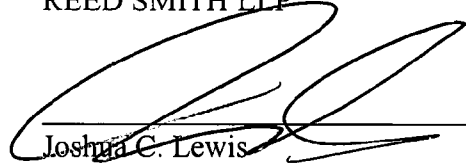
WHEREFORE, CIT respectfully requests that the Court enter judgment against the Defendant: (a) for possession of the Mobile Home; (b) for damages in the amount of

\$20,941.93 plus late charges accruing from the date hereof until the date of Judgment herein and thereafter as allowed by law; (c) for CIT's expenses and attorneys' fees incurred in enforcing its rights against Defendant; and (d) for such other relief as this Court deems necessary or appropriate.

Dated: 3/24/08

Respectfully submitted,

REED SMITH LLP

A large, stylized handwritten signature in black ink, appearing to read 'Joshua C. Lewis', is written over a horizontal line.

Joshua C. Lewis
Pa. ID No. 92945
435 Sixth Avenue
Pittsburgh, PA 15219-1886
Telephone: 412.288.4146
Facsimile: 412.288.3063

Counsel for The CIT Group/Sales Financing,
Inc.

VERIFICATION

Hazel Saulsberry hereby states that she is a Litigation Specialist for The CIT Group/Sales Financing, Inc. and verifies that the statements made in the foregoing Complaint In Replevin and For Money Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements made therein are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 3904 relating to unsworn falsification to authorities.

Dated: 3-13-08

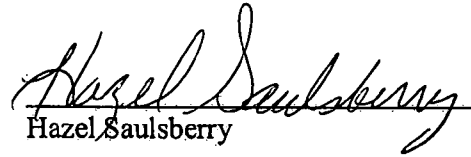

Hazel Saulsberry

EXHIBIT “A”

3599 5596

Note: This contract is intended to be assigned
only to The CIT Group/Sales Financing, Inc.

SECURITY AGREEMENT

Note Customer(s) Must Also Sign Separate
Credit Insurance Election On Page 5

Customer(s) Name(s) and Address(es)

SCOTT P. KITCHEN

RD 1 BOX 379

LA JOSE, PA 15753

Date
Month / Day / Year

For Office Use Only
RBC Dealer

Transaction #

Seller Name and Address

SUMMIT HOMES

RD #1 BOX 498

OSCEOLA MILLS, PA 16666

The words "I", "me" and "my" refer to the Customer and Co-Customer signing this contract jointly and severally.

The words "you" and "your" refer to the Seller (or Holder if this contract is assigned).

ANNUAL PERCENTAGE RATE	<u>12.00</u> %	= The cost of my credit as a yearly rate.
FINANCE CHARGE	\$ <u>38,077.10</u>	= The dollar amount the credit will cost me.
Amount Financed	\$ <u>23,180.50</u>	= The amount of credit provided to me or on my behalf
Total of Payments	\$ <u>61,257.60</u>	= The amount I will have paid after I have made all payments as scheduled.
Total Sale Price	\$ <u>62,757.60</u>	= The total cost of my purchase on credit, including my downpayment of \$ <u>1,500.00</u>

My payment schedule will be	Number of Payments	Amount of Payments	When Payments Are Due
	<u>240</u>	<u>\$255.24</u>	Monthly, beginning <u>Sept 24, 1998</u>

SECURITY -

I am giving you a security interest in the commodity purchased in this transaction.

☐ If this box is checked, I am also giving you a mortgage or a deed of trust in the real estate described in the attached Exhibit A.

LATE CHARGE -

If a payment is more than 10 days late, I will pay you 2% per month of the late amount for each month or fractional part of a month exceeding 10 days.

PREPAYMENT -

If I pay off early, I will not have to pay a penalty

ASSUMPTION -

Someone buying my commodity may, subject to conditions, be allowed to assume the remainder of the contract on the original terms.

See the contract document for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

IF I DO NOT MEET MY CONTRACT OBLIGATIONS, I MAY LOSE MY MOTOR VEHICLE AND ANY OTHER PROPERTY THAT I BOUGHT UNDER THIS CONTRACT.

Commodity and Equipment (Describe)

I have today bought and received in satisfactory condition the commodity described below, including attachments, equipment, accessories and related services (referred to collectively in this contract as "commodity"), under the terms and provisions of this contract

New or Used	Year and Make	Series, Make or Trade Name (Also No, if applicable)	Description
NEW	1999 CHAMPION	806	72 X 16
Identification No (Serial or Motor No) 07998069295			State Registration No

- | | |
|--|---|
| <input type="checkbox"/> Air Cond /Serial No _____ | <input type="checkbox"/> Dryer/Serial No. _____ |
| <input type="checkbox"/> Washer/Serial No _____ | <input type="checkbox"/> Refrigerator/Serial No. _____ |
| <input type="checkbox"/> Range/Serial No. _____ | <input type="checkbox"/> Awnings <input type="checkbox"/> Skirting <input type="checkbox"/> Furniture |
| <input type="checkbox"/> Other (Describe) _____ | |

Will be kept at _____

County

State

Initial(s) SKP

(Continued on next page)

08/18/98 14:59
2-3162A (4/98) Manufactured Housing/RV - Pennsylvania - Accrued Interest
361426

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Itemization of Amount Financed

1. Cash Price	\$ 24,355.00	
Cash Downpayment	\$ 1,500.00	
Trade-in (Year, Make, Model)	0	
a. Gross	\$ 0.00	
b. Less Owing	\$ 0.00	Paid To
c. Net Trade-in	\$ 0.00	
2. Total Downpayment	\$ 1,500.00	
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 22,855.00	
4. Insurance Charges		
a. Ins. on the Commodity (months term from the date hereof)	\$ 266.00	Paid to the Insurance Company*
b. Personal Liability Ins (months term from the date hereof)	\$ 0.00	
c. Credit Life Insurance (months term from the date hereof)	\$ 0.00	
d. Credit Accident & Health Ins. (months term from the date hereof)	\$ 0.00	
Insurance Premium Costs (Total a thru d)	\$ 266.00	
5. Other Charges		
a. Recording/Filing Fees	\$ 0.00	Paid to Public Officials
b. Taxes (Not included in Cash Price)	\$ 0.00	
c. License Fees	\$ 0.00	
Certif. of Title Fees	\$ 27.50	
Registration Fees	\$ 0.00	(Total)
d. Appraisal Fee	\$ 0.00	to
e. Title Exam. Fee	\$ 0.00	to
f. Title Ins. Premium	\$ 0.00	to
g. Service Warranty Contract*	\$ 0.00	to
h. Documentary Fee to Seller	\$ 32.00	
Total Other Charges (a thru h)	\$ 59.50	
6. Amount Financed (3 + 4 + 5)	\$ 23,180.50	

*You may be retaining a portion of these amounts.

Date you start charging finance charge, if not the same as the date of this contract: _____
(If a date is filled in, it means that I have not yet received the commodity, but expect to receive it by that date)

Terms and Conditions

Promise to Pay - I will pay you the Amount Financed shown on page 1 together with a Finance Charge in accordance with the payment schedule set forth on page 1. Payments will be applied to accrued Finance Charge before the unpaid Amount Financed. The final payment in all cases will be the unpaid Amount Financed plus accrued and unpaid Finance Charge.

Default - If a payment is more than 10 days late, I will be charged a late charge equal to 2% of the unpaid amount of the payment for each month or fractional part of a month exceeding 10 days. A Finance Charge accrues on the unpaid Amount Financed at the disclosed Annual Percentage Rate until my contract is paid in full. If you accept late payments or partial payments, that does not mean you will accept other late or partial payments. If I do not make any of my scheduled payments, or if I do not comply with any other requirements of this contract, or if bankruptcy or insolvency proceedings are brought by or against me, the full unpaid Amount Financed and accrued and unpaid Finance Charge which I owe will become due at your option, upon notice to me if required by law. If you repossess the commodity and I have not redeemed it within the applicable time period described below, you may sell the commodity and you have all the rights of a secured party under the Uniform Commercial Code. If you sell my

(Continued on next page)

commodity, you have the right to sell to a dealer. The proceeds of the sale (minus attorneys' fees, court costs and expenses of repossession, storage, repair and disposition) will be credited to my unpaid balance. If any money is left over after you have applied it to my obligation under this contract, it will be paid to me, but if any money is still owing, I agree to pay you the balance.

Commodities Other Than Manufactured Housing - If I am in default you may accelerate the balance due, repossess the commodity or commence legal action against me on this contract. If the commodity is repossessed after a default, you may, at your option, give me the right to redeem the commodity and reinstate the contract. If the commodity has been repossessed other than by legal process, you will send me a written notice of repossession. If the commodity is redeemed and the contract is reinstated after repossession I must pay you all past-due installments and the costs of suit, if any; provided that if default at the time of repossession was in excess of 15 days, I must also pay the actual, necessary and reasonable cost of retaking, storing and repairing the commodity. If the commodity was repossessed other than by legal process, I have the right to redeem the commodity and terminate the contract within 15 days after notice of repossession is mailed to me. To do so, I must pay the entire unpaid balance, plus accrued and unpaid finance charge and the costs, charges and expenses referred to above. If I do not redeem the commodity as stated above, you may sell it, and I lose all claim to the commodity.

Manufactured Housing - If I am in default, and I have not abandoned or voluntarily surrendered the manufactured housing to you, you may accelerate the balance due, repossess the manufactured housing, or commence legal action against me on this contract only if you give me 30 days prior written notice of your intention to do so, sent by registered or certified mail to the address at which the manufactured housing is located. The notice must identify this contract as the contract involved and must state the nature of the default, my right to eliminate the default, the performance and/or amount of money necessary to eliminate the default, the fact that I may eliminate the default at any time before title to the manufactured housing is legally taken from me (which cannot occur until at least 45 days after my receipt of your notice) and the method or methods by which my ownership or possession of the manufactured housing may be terminated. I or anyone on my behalf may eliminate the default up to 3 times in any calendar year by paying the unaccelerated amount due at the time of payment, performing any other obligation due in the absence of acceleration, paying any late charges provided for in this contract, paying any reasonable costs you actually incur in detaching and transporting the manufactured housing to the site of sale, paying reasonable attorney's fees paid to an attorney not a salaried employee of yours, and paying costs of commencing legal action actually incurred. No attorney's fees may be charged for expenses incurred prior to the time you send me the 30 day notice described above and, prior to commencement of legal action, attorney's fees are limited to \$50. If I cure a default, I will be restored to the same position I would have been in had the default not occurred. Notice is not required as described above if I have cured defaults 3 times previously within a calendar year after receiving notice from you, or if I have abandoned or voluntarily surrendered the manufactured housing.

Rebate for Prepayment - At any time, I have the right to pay this contract in full or to pay more than my schedule requires. If I pay in full ahead of schedule, I will not be required to pay any portion of the Finance Charge which you have not yet earned. The Finance Charge represents estimated total charges which will be deducted from monthly payments, based on application of the disclosed Annual Percentage Rate to the unpaid Amount Financed.

Security Interest - You will retain title to, and are granted a security interest under the Uniform Commercial Code in the commodity and all proceeds thereof and accessions thereto until I have paid the balance in full and completely satisfied all other requirements of this contract and any modifications to it. I assign to you any insurance proceeds relating to the commodity, including return or unearned premiums for application to the unpaid balance. I direct any insurer to pay you directly. In the event of default, you may cancel all insurance and credit any refund to the unpaid balance. I waive all marital rights, homestead exemption and all other exemptions relating to any property in which I have granted you a security interest.

If disclosed on page 1 of this contract, I have also given a mortgage or deed of trust in the real estate described in Exhibit A to this contract and its proceeds as security for this contract.

You agree to waive and disclaim any security interest in the real estate described in Exhibit A to this contract which may be created in your favor by operation of law in connection with this transaction including but not limited to materialman's liens, mechanic's liens, artisan's liens and vendor's liens as a result of goods and services provided in connection with this transaction.

Total Sale Price - I had a choice of paying either the Cash Price or the Total Sale Price and chose the latter.

(Continued on next page)

Initial(s) X J.P.Z. X

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2-3162C
KITCHEN, SCOTT
361426

Liens - Use of Commodity - Proceeds - Notices - I agree to keep the commodity free from all liens, and I won't move it from my address unless you agree in writing. I won't sell or give the commodity away, or rent it out, or use it illegally. You are entitled to any proceeds from the sale of the commodity, but this right does not waive any rights you have in the commodity and does not permit me to sell or transfer the commodity in violation of this contract. Any notices you send me are sufficient if sent to my address as shown on this contract

Taxes and Assessments - I will pay all taxes and assessments on the commodity as they become due. If I fail to pay any taxes or assessments on the commodity you may pay the taxes and assessments. I agree to refund to you any such taxes or assessments which you pay upon receipt of written demand together with interest thereon from the date of your payment at the highest rate permitted by law. You may, however, in lieu of making a demand for payment and in your sole discretion, add any amount you pay for taxes and assessments to bear interest at the Annual Percentage Rate shown on page 1 to the unpaid Amount Financed, in which event you may send me a revised schedule of monthly payments.

Assignment of Contract - Representations - Modifications - If you assign this contract to someone else, I understand that you will not act for the other party to receive payments or for any other purposes. No agreement, representation or warranty is binding on you unless included in this contract. No change in this agreement will be binding if it isn't in writing and signed by you and me. All of your rights are cumulative. If anything in this contract is not valid or consistent with law or regulations, it can be considered modified or deleted so that it complies

Required Insurance - I understand that I am responsible for any damage to the commodity, and I agree to buy insurance for the term of this contract covering the commodity against all damage. In addition, if I have given you a mortgage or deed of trust in my real estate, I will buy insurance in a form and amount satisfactory to you covering the real estate against risk of loss or damage for the duration of this contract. The insurance I obtain, which must be satisfactory to you, will contain a loss payable clause naming you or anyone to whom you assign this contract. If I do not buy insurance, or the insurance included in this contract is cancelled or cannot be obtained for any reason or if the insurance lapses during the term of the contract, I understand that you may, if you choose, obtain insurance protecting both or either of us, apply any premium refund to the premiums for such insurance, and add the premium less any premium refunds to the amounts I owe under this contract, which shall bear interest at the Annual Percentage Rate shown on page 1 of this contract.

Governing Law - Except as pre-empted by federal law, this contract will be governed in all respects by the laws of the State of Pennsylvania.

Original and True Copies of this Contract - This contract may be signed and then multiple copies made thereof as necessary, but only the contract bearing original signatures shall be deemed the Original. No ownership interest in this contract or security interest in the commodity may be created other than through possession of the Original and, if applicable, a mortgage or deed of trust.

Insurance Coverages - No Coverages Included Except as Shown Below and Under Item 4 on Page 2

Manufactured Housing,

Recreational Vehicle and Automobile

- ☐ \$ _____ Deductible Comprehensive
- ☐ \$ _____ Deductible Collision
- ☐ Fire and Theft
- ☐ Combined Additional Coverage
- ☐ Personal Effects Protection
(except Automobile)
- ☐ Single Interest Property Insurance covering
Holder's interest only, subject to policy terms.
- ☐ Other Insurance (Describe)

Manufactured Housing Only

- ☐ Natural Disaster Protection
- ☐ Comprehensive Personal Liability Insurance
- ☐ Limit of Liability - Each Occurrence
 - ☐ \$25,000 ☐ \$50,000
 - ☐ \$ _____

Recreational Vehicle and Automobile Only

- ☐ Towing and Labor Costs
- ☐ Bodily Injury and Property Damage Liability
- ☐ Limit of Liability - Each Occurrence
 - ☐ \$25,000 ☐ \$50,000
 - ☐ \$ _____

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2-3162D
KITCHEN, SCOTT
361426

(Continued on next page)
Initial(s) Y. S. L. X
Page 4 of 6

For term of 12 months from the date hereof. Customer may choose the agent and insurer through or by which the insurance described above is to be placed.

Total Premium for insurance coverages described above if obtained from or through Seller \$ 266.00.

Unless a Premium for Liability Insurance is Disclosed above.

INSURANCE COVERAGES ABOVE DO NOT INSURE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

If insurance on the commodity is not included herein, I will furnish copy of policy, with long form loss payable clause, purchased from:

Agent's Name and Address _____
Name of Insurance Company _____

Credit Insurance Election

Credit Insurance is not required by Seller. The undersigned (check applicable boxes):

- ☐ Request(s) Credit Life Insurance on the life of the Customer who first signs below, the cost of which is shown in Item 4c in the Itemization of Amount Financed on page 2 for the term of _____ months.
- ☐ Request(s) Joint Credit Life Insurance on the lives of both Customers, the cost of which is shown in Item 4c on page 2 for the term of _____ months.
- ☐ Request(s) Credit Accident and Health Insurance on the Customer who first signs below, the cost of which is shown in Item 4d on page 2 for the term of _____ months.
- ☐ Do(es) not want any Credit Insurance.

Customer's Signature to above statement _____ Date _____ Co-Customer's Signature to above statement _____ Date _____

Used Vehicle Notice:

If this is a credit sale of a used motorized vehicle, other than a motorcycle, with a gross vehicle weight rating (GVWR) of less than 8,500 lbs., a curb weight of less than 6,000 lbs., and a frontal area of less than 46 sq. ft., then the following statements about the window form apply to this contract:

**The information you see on the window form for this vehicle is part of this contract.
Information on the window form overrides any contrary provisions in the contract of sale.**

Disclaimer of Warranties:

No warranties, express or implied, representations, promises or statements as to the condition, fitness or merchantability of the commodity have been made by you unless covered by a separate statement delivered to me. A statement as to year model is for identification only. No changes may be made in the requirements of this paragraph unless in writing and signed by you and me. If any part of this paragraph is not permitted by law, that part will be ineffective, but the remainder of the paragraph will remain in force.

NOTICE:

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

NOTICE TO THE BUYER:

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Scott P. Kitchen 8-25-98
Customer SCOTT P. KITCHEN Date Co-Customer Date

This contract is accepted by the Seller and is assigned by the Seller under the terms of the assignment attached

By Donna M. Kitchen
Signature of Seller

Date 8-25-98

Because the Seller has agreed to sell the commodity described on page 1 to the Customer, I agree to give the Seller a security interest in the commodity. I am not obligated to pay by signing below.

Signature of Non-Obligor Spouse

SUMMIT HOMES
Name of Seller

Installment Seller License Certificate No. _____

I (We) received an exact copy of the above contract at the time I (We) signed it. Such copy contained Seller's signature identical with such signature on the original.

Full Address of Co-Customer:

Scott P. Kitchen
Customer

Co-Customer

EXHIBIT “B”

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

9,461

982990011004594-001

07998069295

VEHICLE IDENTIFICATION NUMBER

99

YEAR

CHAMPION

MAKE OF VEHICLE

52668471301 K1

TITLE NUMBER

MM

BODY TYPE

DUP

SEAT CAP

PRIOR TITLE STATE

11/16/98

ODOM PROC D DATE

EXEMPT

ODOM MILES

ODOM STATUS

11/16/98

DATE PA TITLED

11/16/98

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

SCOTT P KITCHEN
R D 2 BOX 234A
MAHAFFEY PA 15757

FIRST LIEN FAVOR OF

THE CIT GROUP/SALES
FINANCING INC

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

THE CIT GROUP/SALES
FINANCING INC
P O BOX 24610
OKLAHOMA CITY OK 73124

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED

BY

AUTHORIZED REPRESENTATIVE

ODOMETER STATUS

- 0 = ACTUAL MILEAGE
1 = MILEAGE EXCEEDS THE MECHANICAL LIMIT
2 = NOT THE ACTUAL MILEAGE
3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRAND

- A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
D = COLLECTIBLE VEHICLE
F = OUT OF COUNTRY
G = ORIGINALLY MFGD FOR NON-USA DISTRIBUTION
H = AGRICULTURAL VEHICLE
L = LOGGING VEHICLE
P = IS/WAS A POLICE VEHICLE
R = RECONSTRUCTED
S = STREET ROD
T = RECOVERED THEFT VEHICLE
V = VEHICLE CONTAINS EMISSED VIN
W = FLOOD VEHICLE
X = IS/WAS A TAXI

I certify as of the date of issue the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

BRADLEY L MALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED

SUBSCRIBED AND SWORN
TO BEFORE ME

MO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as Tenants in Common to the surviving owner.

A ☐ Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner)

B ☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate)

1ST LIEN DATE

→ IF NO LIEN CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE

→ IF NO LIEN CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

STOR IN A SAFE PLACE. IF LOST APPLY FOR A DUPLICATE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

003014823

ALL SELLERS SIGNATURES ON THIS SIDE MUST BE NOTARIZED SIGN ONLY IN THE PRESENCE OF AN OFFICER EMPOWERED TO ADMINISTER OATHS

WARNING

Registered dealers must complete forms MV27A or MV27B as required by law. If purchaser is NOT a registered dealer, Section D on the front of this form must be completed.

PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE _____

PURCHASER AND/OR
CO PURCHASER MUST
HANDPRINT NAME HERE.

SIGNATURE OF SELLER

SELLER AND/OR
CO SELLER MUST
HANDPRINT NAME HERE

If purchaser listed in Block A is NOT a registered dealer Section D on the front of this form must be completed

LAST		FIRST	MI
PURCHASER OR FULL BUSINESS NAME			
CO PURCHASER			
STREET ADDRESS			
CITY			

STATE	ZIP	PURCHASE PRICE OR DIN
-------	-----	--------------------------

DATE: _____

PURCHASER SIGNATURE _____

PURCHASER AND/OR CO PURCHASER MUST HANDPRINT NAME HERE		CO-PURCHASER SIGNATURE	
		SIGNATURE OF SELLER	

SELLER MUST
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

	LAST	FIRST	M I
PURCHASER OR FULL BUSINESS NAME			
CO PURCHASER			
STREET ADDRESS			
CITY			

STATE ZIP PURCHASE PRICE OR DIN

[illegible]

PURCHASER SIGNATURE

PURCHASER AND/OR
CO PURCHASER MUST
HANDPRINT NAME HERE

CO PURCHASER SIGNATURE

SIGNATURE OF SELLER

if purchaser is NOT a registered dealer Section D on the front of this form must be completed.

if purchaser is NOT a registered dealer Section D on the front of this form must be completed

LAST	FIRST	M
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		

STATE	ZIP	PURCHASE PRICE OR QIN
-------	-----	--------------------------

BIDDER'S SIGNATURE

	FOR OFFICIAL USE ONLY

CO-PURCHASER SIGNATURE	
PURCHASER AND/OR CO PURCHASER MUST HANDPRINT NAME HERE	
SIGNATURE OF SELLER	
SELLER MUST	

AND COMPLETE SECTION D. TITLING FEES:

SEAL

C. ☐ CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$

EXHIBIT “C”



The CIT Group/Sales Financing, Inc.
National Customer Service Center
715 South Metropolitan, Suite 150
P.O. Box 24810
Oklahoma City, OK 73124-0810

800 621-1420
405-945-1400

NOTICE OF INTENT TO ACCELERATE, BEGIN LEGAL ACTION, OR REPOSSESS MOBILE HOME

November 17, 2007

CIT Reference # 00009359955981
SCOTT P. KITCHEN
92 MARSHALL RD
MAHAFFEY, PA 15767-0000

This notice is to inform you that we will take the following action in connection with your mobile home **1999 CHAMPION 0789089295**, purchased under a mobile home sales financing agreement dated **9/26/1998**, because you broke promises in our agreement (that is, you have committed an act of "default"). Thirty (30) days after the date of this notice, we will:

- ☐ Accelerate the payments you owe us on the agreement. This means the entire balance of your agreement will be due.
- ☐ Begin legal action to obtain legal title to your mobile home. This means your rights to ownership or possession of the mobile home could be terminated.

☐ Arrange to take possession of and sell the mobile home as indicated below.

Default - You have failed to make your installment payments when due.

Cure Default - You may cure this default by paying the amount of \$ 1,859.06 in cash, certified check, or cashier's check, to CIT at its address provided above. This amount includes late payments of \$ 1,859.06, late fee of \$ 50.93, \$ in costs for beginning legal action to enforce the contract, attorney's fees of \$, and expenses of \$ 24.72 for the cost of moving the mobile home to the sale site.

You have 45 days from the date of the receipt of this notice to cure this default. After that date, if you have not paid CIT the amount owed, CIT may repossess your mobile home or institute a "replevin action" in a court of law to take back title to the mobile home.

Sale - If checked above, we will sell your mobile home at a private sale sometime after the following date: . A sale could include a lease or license.

The money that we get from the private sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else. If you need more information about the sale call us at 1-800-621-1439 or write us at the address above.

Other Information -

If your account included any credit life or accident and health insurance, all such insurance coverage will be cancelled upon expiration of the cure period stated above. Any unearned premiums will be credited to the balance due on your account.

The mobile home is stored at the following location: **92 MARSHALL RD BURNSIDE, PA 15767..**

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at 1-800-621-1439 or write us at P.O. Box 24810, Oklahoma City, OK 73124 and request a written explanation. We will charge you \$25 for the explanation if we sent you another written explanation of the amount you owe us within the last six months.

If any other person also has an interest in your mobile home, or owes us money under your agreement, we have also sent a copy of this notice to them.

You may send any payments to *(insert name of person, if any to whom payment should be directed, if no one person, indicate department or indicate the company name)* at *(insert mailing address)*. Any personal property left in the *(describe collateral)* at the time it was repossessed will be held for thirty (30) days from the date of this notice's mailing. The personal property may be reclaimed within the thirty (30) day time period. Thereafter, the personal property may be disposed of in the same manner as the *(describe collateral)*.

If you have filed bankruptcy, this notice is not an attempt to collect a debt, but is only for your information; you are not liable personally for payment of that debt. However, we may enforce our lien against any property that you gave as collateral for that debt.

By:

The CIT Group/Sales Financing, Inc.
Sharon Macon
Collector

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
[Pennsylvania Mobile Home SFA]

CO25MHPA/

D

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103958
NO: 08-545-CD
SERVICE # 1 OF 1
COMPLAINT IN REPLEVIN ND FOR MONEY DAMAGES

PLAINTIFF: THE CIT GROUP/SALES FINANCING, INC.

vs.

DEFENDANT: SCOTT P. KITCHEN

SHERIFF RETURN

NOW, April 01, 2008 AT 4:49 PM SERVED THE WITHIN COMPLAINT IN REPLEVIN ND FOR MONEY DAMAGES ON SCOTT P. KITCHEN DEFENDANT AT 92 MARSHALL ROAD, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SCOTT P. KITCHEN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN ND FOR MONEY DAMAGES AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	REED SMITH	976153	10.00
SHERIFF HAWKINS	REED SMITH	976153	40.63

FILED
02:40 PM
JUL 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

CA

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

CIT GROUP/SALES FINANCING, INC.,
Plaintiff

vs.

SCOTT P. KITCHEN
Defendant

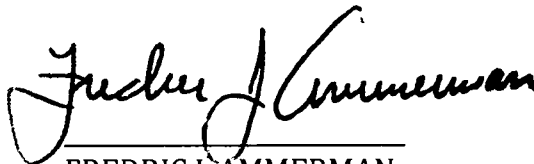
* NO. 2008-545-CD
*
*
*
*
*

ORDER

NOW, this 25th day of June, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **29th day of August, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praecipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED
018.59cm
JUN 27 2013
1cc ASJ J. Lewis
1cc def
66
William A. Shaw
Prothonotary Clerk of Courts

DATE: 6-27-13

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties.

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

JUN 27 2013

William A. Shaw
Prothonotary/Clerk of Courts

deft

92 Marshall Rd
Mahaffey 15757

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
THE CIT GROUP/SALES FINANCING, INC., CIVIL DIVISION

Plaintiff/Petitioner, Civil Action No. 2008-545-CD

v.

SCOTT P. KITCHEN,

Defendant/Respondent,

**PETITION FOR LEAVE TO
WITHDRAW APPEARANCE UNDER
LOCAL RULE 182(b)**

and

THE CIT GROUP/SALES FINANCING, INC.,
and GREEN TREE SERVICING

Respondents.

Filed on Behalf of:
The CIT Group/Sales Financing, Inc., Plaintiff

Counsel of Record for this Party:

Amy M. Tonti
Pa. I.D. No. 33468

REED SMITH LLP
Firm No. 234
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Tel: 412-288-3131
Fax: 412-288-3063

S
FILED *2 CC Amy*
m/11:37am
JUL 22 2013 *Tonti*
66

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CIT GROUP/SALES FINANCING, INC.,	:	CIVIL DIVISION
	:	
	:	Civil Action No. 2008-545-CD
Plaintiff/Petitioner,	:	
	:	
	:	
v.	:	
	:	
SCOTT P. KITCHEN,	:	
	:	
Defendant/Respondent,	:	

and

THE CIT GROUP/SALES FINANCING,
INC., and GREEN TREE SERVICING

Respondents.

PETITION FOR LEAVE TO WITHDRAW APPEARANCE
UNDER LOCAL RULE 182(b)

The undersigned, Amy M. Tonti, Esquire, of the law firm of Reed Smith LLP ("Reed Smith"), hereby petitions the Court, under Local Rule 182(b), for leave to withdraw as counsel for Plaintiff/Petitioner, The CIT Group/Sales Financing, Inc. ("CIT") in the above-captioned matter and, in support thereof, avers as follows:

1. CIT, through Reed Smith as its counsel, filed a Complaint in Replevin and for Money Damages ("Complaint") in the above-captioned matter on March 26, 2008.
2. On or about April 24, 2008, Reed Smith was advised by CIT that the loan which is the subject of the Complaint was "sold" ("Assignment") to Green Tree Servicing, 7360 S. Kyrene Road, Tempe, Arizona 85283 ("Green Tree"), and that Reed Smith should discontinue their representation of Plaintiff in connection with this matter.
3. Green Tree has not entered its appearance in this action.

4. On July 16, 2013, the undersigned counsel, after unsuccessfully attempting to contact someone with knowledge about the Assignment at CIT and Green Tree, directed a letter to each of them with respect to this Petition. Copies of the letters are attached hereto, marked as **Exhibit A**.

5. The undersigned has not received any response from CIT or Green Tree with respect to this Petition.

WHEREFORE, it is respectfully requested that the Court grant leave to Reed Smith to withdraw as counsel for Plaintiff in the above-captioned matter.

Dated: July 19, 2013

Respectfully submitted,

REED SMITH LLP



By: Amy M. Tonti (PA I.D. No. 33468)
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Tel: 412-288-3131
Fax: 412-288-3063
Email: atonti@reedsmith.com

EXHIBIT A

ReedSmith

Amy M. Tonti
Direct Phone: +1 412 288 3274
Email: atonti@reedsmith.com

Reed Smith LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222-2716
+1 412 288 3131
Fax +1 412 288 3063
reedsmith.com

July 16, 2013

VIA UPS OVERNIGHT MAIL

Gretchen Wagner
Foreclosure Supervisor
Green Tree Servicing
7360 S. Kyrene Road
Tempe, AZ 85283

**Re: CIT Group/Sales Financing, Inc. v. Scott P. Kitchen
Court of Common Pleas of Clearfield County, Pennsylvania, Case No. 2008-545-CD**

Dear Ms. Wagner:

In connection with the above-referenced matter, enclosed please find a copy of the above-referenced Complaint, related docket, and the Order entered by President Judge Frederic J. Ammerman on June 25, 2013 ("Order"), which schedules a status conference on the above-referenced case for August 29th, 2013 at 1:30 p.m.

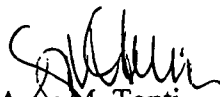
It is my understanding from communications that I reviewed sent by CIT Group/Sales Financing, Inc., dated April 28, 2008, that the loan addressed in the Complaint ("Kitchen Loan") was assigned by CIT to Green Tree Servicing in early 2008, and that Reed Smith was no longer engaged as counsel with respect to the Kitchen Loan. As such, I am forwarding the Order to you to handle.

Further, I am preparing to withdrawal Reed Smith LLP's appearance, that I will try to process in the above-captioned case, noting the assignment of the Kitchen Loan from CIT to Green Tree Servicing. If there is counsel that you want to have substituted, please advise me immediately.

Should you have any questions or concerns, please contact me immediately.

Very truly yours,

REED SMITH LLP

By: 
Amy M. Tonti

Enclosures

cc: Teresa Allen, The CIT Group

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

CIT GROUP/SALES FINANCING, INC.,
Plaintiff

vs.

SCOTT P. KITCHEN
Defendant

* NO. 2008-545-CD
*
*
*
*
*

ORDER

NOW, this 25th day of June, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **29th day of August, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

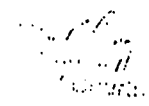
If this case has been concluded, the moving party is directed to file the appropriate Praecipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

Attest:



Jul. 8. 2013 9:06AM

No. 6574 P. 2

Date: 7/8/2013

Clearfield County Court of Common Pleas

User: LGHRIST

Time: 09:09 AM

ROA Report

Page 1 of 1

Case: 2008-00545-CD

Current Judge: Fredric Joseph Ammerman

CIT Group/Sales Financing, Inc.vs.Scott P. Kitchen

CIVIL ACTION

Date		Judge
3/26/2008	New Case Filed.	No Judge
	Filing: Civil Complaint in Replevin and for Money Damages Paid by: ReedSmith LLP Receipt number: 1923295 Dated: 3/26/2008 Amount: \$95.00 (Check) Cert. copies to Sheriff and Atty.	No Judge
	Case Filed.	No Judge
7/14/2008	Sheriff Return, April 1, 2008 at 4:49 pm Served the within Complaint in Replevin for Money Damages on Scott P. Kitchen by handing to Scott P. Kitchen. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Reed Smith \$50.63	No Judge
6/27/2013	NOW, this 25th of June, 2013, a status conference is scheduled for the 29th of Aug., 2013 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. J. Lewis; 1CC Def.	Fredric Joseph Ammerman

ReedSmith

Amy M. Tonti
Direct Phone: +1 412 288 3274
Email: atonti@reedsmith.com

Reed Smith LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222-2716
+1 412 288 3131
Fax +1 412 288 3063
reedsmith.com

July 16, 2013

VIA UPS OVERNIGHT MAIL

Teresa Allen
The CIT Group
1 CIT Drive
Livingston, NJ 07039

**Re: CIT Group/Sales Financing, Inc. v. Scott P. Kitchen
Court of Common Pleas of Clearfield County, Pennsylvania, Case No. 2008-545-CD**

Dear Ms. Allen:

In connection with the above-referenced matter, enclosed please find a copy of the above-referenced Complaint, related docket, and the Order entered by President Judge Frederic J. Ammerman on June 25, 2013 ("Order"), which schedules a status conference on the above-referenced case for August 29th, 2013 at 1:30 p.m.

It is my understanding from communications that I reviewed sent by CIT Group/Sales Financing, Inc., dated April 28, 2008, that the loan addressed in the Complaint ("Kitchen Loan") was assigned by CIT to Green Tree Servicing in early 2008, and that Reed Smith was no longer engaged as counsel with respect to the Kitchen Loan. As such, I am forwarding the Order to you to handle.

Further, I am preparing to withdrawal Reed Smith LLP's appearance, that I will try to process in the above-captioned case, noting the assignment of the Kitchen Loan from CIT to Green Tree Servicing.

Should you have any questions or concerns, please contact me immediately.

Very truly yours,

REED SMITH LLP

By: 
Amy M. Tonti

Enclosures

cc: Gretchen Wagner, Green Tree Servicing

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

CIT GROUP/SALES FINANCING, INC.,
Plaintiff

vs.

SCOTT P. KITCHEN
Defendant

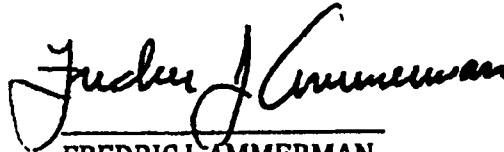
* NO. 2008-545-CD
*
*
*
*
*

ORDER

NOW, this 25th day of June, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **29th day of August, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praecipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

Attest.


Clerk

Jul. 8. 2013 9:06AM

No. 6574 P. 2

Date: 7/8/2013

Clearfield County Court of Common Pleas

User: LGHRIST

Time: 09:09 AM

ROA Report

Page 1 of 1

Case: 2008-00545-CD

Current Judge: Fredric Joseph Ammerman

CIT Group/Sales Financing, Inc. vs. Scott P. Kitchen

CIVIL ACTION

Date		Judge
3/26/2008	New Case Filed.	No Judge
	Filing: Civil Complaint in Replevin and for Money Damages Paid by: ReedSmith LLP Receipt number: 1923295 Dated: 3/26/2008 Amount: \$95.00 (Check) Cert. copies to Sheriff and Atty.	No Judge
	Case Filed.	No Judge
7/14/2008	Sheriff Return, April 1, 2008 at 4:49 pm Served the within Complaint in Replevin for Money Damages on Scott P. Kitchen by handing to Scott P. Kitchen. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Reed Smith \$50.63	No Judge
6/27/2013	NOW, this 25th of June, 2013, a status conference is scheduled for the 29th of Aug., 2013 at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. J. Lewis; 1CC Def.	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CIT GROUP/SALES FINANCING,
INC.,

Plaintiff/Petitioner,

v.

SCOTT P. KITCHEN,

Defendant/Respondent,

and

THE CIT GROUP/SALES FINANCING,
INC., and GREEN TREE SERVICING

Respondents.

: CIVIL DIVISION
:
: Civil Action No. 2008-545-CD
:
:
:
:
:
:
:
:

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that a true and correct copy of the

Petition for Leave to Withdraw Appearance Under Local Rule 182(b) was caused to be served on

July 19, 2013, on the following party, by first class U.S. mail, postage prepaid:

Scott P. Kitchen 92 Marshall Road Mahaffey, PA 15757 <i>Defendant/Respondent</i>	Gretchen Wagner Foreclosure Supervisor Green Tree Servicing 7360 S. Kyrene Road Tempe, AZ 85283
Teresa Allen The CIT Group 1 CIT Drive Livingston, NJ 07039	Office of Court Administrator Clearfield County Courthouse 230 E. Market Street, Suite 228 Clearfield, PA 16830-2448

Dated: July 19, 2013


Amy M. Tonti (PA I.D. No. 33468)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CIT GROUP/SALES FINANCING, INC.,	:	CIVIL DIVISION
	:	
	:	Civil Action No. 2008-545-CD
Plaintiff/Petitioner,	:	
	:	
	:	
v.	:	
	:	
SCOTT P. KITCHEN,	:	
	:	
Defendant/Respondent,	:	

and

THE CIT GROUP/SALES FINANCING,
INC., and GREEN TREE SERVICING

Respondents.

ORDER OF COURT

AND NOW, this ____ day of _____, 20__, upon consideration of the
Petition to Withdraw Appearance Under Local Rule 182(b), it is hereby ORDERED that Reed
Smith, LLP is granted leave to withdraw as counsel of record on behalf of Plaintiff.

BY THE COURT,

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CIT GROUP/SALES FINANCING,
INC.,

Plaintiff/Petitioner,

v.

SCOTT P. KITCHEN,

Defendant/Respondent,

and

THE CIT GROUP/SALES FINANCING,
INC., and GREEN TREE SERVICING

Respondents.

CIVIL DIVISION

Civil Action No. 2008-545-CD

FILED 3 CC Atty
6 JUL 24 2013 Tonti
66
William A. Shaw
Prothonotary/Clerk of Courts

**RULE TO SHOW CAUSE WHY THE ATTACHED PETITION TO WITHDRAW
APPEARANCE UNDER LOCAL RULE 182(b) SHOULD NOT BE GRANTED**

Now this 24 day of July, ²⁰¹³~~2012~~, upon consideration of the attached petition, a Rule is hereby issued upon The CIT Group/Sales Financing, Inc., Green Tree Servicing, and Scott P. Kitchen ("Defendant") to Show Cause why the Petition should not be granted. Rule Returnable the 19th day of AUGUST, 2013, for filing written response.

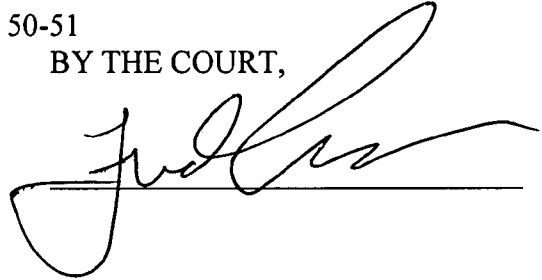
NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION TO WITHDRAW APPEARANCE UNDER LOCAL RULE 182(b) BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 50-51

BY THE COURT,

A handwritten signature in black ink, appearing to be "Judith", is written over a horizontal line.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
THE CIT GROUP/SALES FINANCING, INC., CIVIL DIVISION

Plaintiff/Petitioner,

Civil Action No. 2008-545-CD

v.

SCOTT P. KITCHEN,

**AFFIDAVIT OF SERVICE OF RULE TO
SHOW CAUSE**

Defendant/Respondent,

and

THE CIT GROUP/SALES FINANCING, INC.,
and GREEN TREE SERVICING

Respondents.

Filed on Behalf of:

The CIT Group/Sales Financing, Inc., Plaintiff

Counsel of Record for this Party:

Amy M. Tonti
Pa. I.D. No. 33468

REED SMITH LLP
Firm No. 234
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Tel: 412-288-3131
Fax: 412-288-3063

S
FILED 2cc Amy
ra 10:40am Tonti
JUL 29 2013

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CIT GROUP/SALES FINANCING, INC.,	:	CIVIL DIVISION
	:	
	:	Civil Action No. 2008-545-CD
Plaintiff/Petitioner,	:	
	:	
	:	
v.	:	
	:	
SCOTT P. KITCHEN,	:	
	:	
Defendant/Respondent,	:	

and

THE CIT GROUP/SALES FINANCING,
INC., and GREEN TREE SERVICING

Respondents.

AFFIDAVIT OF SERVICE

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF ALLEGHENY)

I Stacy L. Lucas being duly sworn, depose and say:

I am not a party to this action, am over eighteen years of age and employed by Reed
Smith LLP, 225 Fifth Avenue, Suite 1200, Pittsburgh, PA 15222.

On the 26th day of July, 2013, I served a copy of the *Rule to Show Cause Why the
Attached Petition to Withdraw Appearance Under Local Rule 182(b) Should Not be Granted* on
the parties listed on the following parties via U.S. First Class Mail.

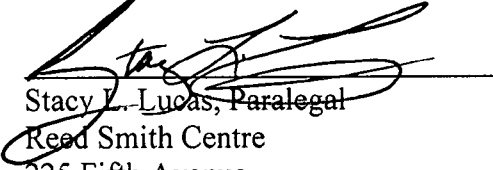
I declare under penalty of perjury that the foregoing is true and correct to the best of my
knowledge and belief.

Scott P. Kitchen 92 Marshall Road Mahaffey, PA 15757 <i>Defendant/Respondent</i>	Gretchen Wagner Foreclosure Supervisor Green Tree Servicing 7360 S. Kyrene Road Tempe, AZ 85283
Teresa Allen The CIT Group 1 CIT Drive Livingston, NJ 07039	

Dated: 7/26/13

Respectfully submitted,

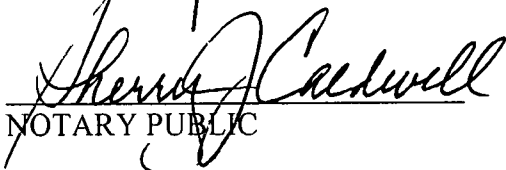
REED SMITH LLP

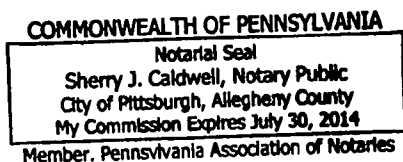
By: 
Stacy L. Lucas, Paralegal
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Tel: 412-288-3131
Fax: 412-288-3063
Email: slucas@reedsmith.com

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 26th DAY

OF July, 2013.


NOTARY PUBLIC



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

4 AUG 06 2013
06:35 PM
William A. Shaw
Prothonotary/Clerk of Courts

CTT Group
(Plaintiff)

CIVIL ACTION

(Street Address)

No. 2008-545-CN

Type of Case: Civil

(City, State ZIP)

Type of Pleading: CHANGE OF ADDRESS

VS.

Scott P. Kitchen
(Defendant)

Filed on Behalf of:

(Plaintiff/Defendant)

(Street Address)

(City, State ZIP)

CHANGE OF
ADDRESS

37 WASHINGTON RD
Mahaffey, Pa. 15757

Scott P. Kitchen
(Filed by)

(Address)

(Phone)

Scott P. Kitchen
(Signature)

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
THE CIT GROUP/SALES FINANCING, INC., CIVIL DIVISION

Plaintiff,

Civil Action No. 2008-545-CD

v.

SCOTT P. KITCHEN,

PRAECIPE TO DISCONTINUE

Defendant.

Filed on Behalf of:

The CIT Group/Sales Financing, Inc., Plaintiff

Counsel of Record for this Party:

Amy M. Tonti
Pa. I.D. No. 33468

REED SMITH LLP
Firm No. 234
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Tel: 412-288-3131
Fax: 412-288-3063

FILED

8/11/13
AUG 22 2013

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ICC AA
Tonti
OK

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CIT GROUP/SALES FINANCING,
INC.,

Plaintiff,

v.

SCOTT P. KITCHEN,

Defendant.

: CIVIL DIVISION
:
: Civil Action No. 2008-545-CD
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PRAECIPE TO DISCONTINUE

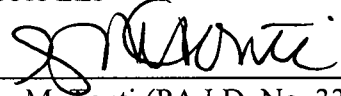
TO THE PROTHONOTARY:

Kindly mark the above-captioned matter settled and discontinued.

Dated: August 21, 2013

Respectfully submitted,

REED SMITH LLP

By: 
Amy M. Tonti (PA I.D. No. 33468)
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Tel: 412-288-3131
Fax: 412-288-3063
Email: atonti@reedsmith.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CIT GROUP/SALES FINANCING,
INC.,

Plaintiff,

v.

SCOTT P. KITCHEN,

Defendant.

: CIVIL DIVISION

:

: Civil Action No. 2008-545-CD

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:

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that a true and correct copy of the
Praecepto to Discontinue was caused to be served on August 21, 2013, on the following parties in
the manners indicated:

Scott P. Kitchen 37 Washington Road Mahaffey, PA 15757 <i>Defendant</i> <i>VIA U.S. FIRST CLASS MAIL</i>	Mike Gravink Green Tree Servicing 7360 S. Kyrene Road Tempe, AZ 85283 <i>VIA U.S. FIRST CLASS MAIL</i>
Diane West The CIT Group 1 CIT Drive Livingston, NJ 07039 <i>VIA U.S. FIRST CLASS MAIL</i>	Office of Court Administrator Clearfield County Courthouse 230 E. Market Street, Suite 228 Clearfield, PA 16830-2448 Attn: Sharon Whipple Fax: 814-765-7649 <i>VIA FACSIMILE</i>

Dated: August 21, 2013



Amy M. Tonti (PA I.D. No. 33468)