

08-674-CD

Timberland FCU vs D. Collins et al

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

TIMBERLAND FEDERAL  
CREDIT UNION,

PLAINTIFF

VS.

DENNIS S. COLLINS, JR. and  
PENNY I. COLLINS,

DEFENDANTS

: NO. 08 - 674 C.D.  
:  
:  
: TYPE OF CASE: REPLEVIN  
:  
: TYPE OF PLEADING: COMPLAINT  
:  
:  
: FILED ON BEHALF OF: PLAINTIFF  
:  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
:  
: SUPREME COURT NO.: 63494  
:  
:  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

APR 14 2008

William A. Shaw  
Prothonotary/Clerk of Courts

2cc Sheriff  
1cc Atty Mohney  
Atty pd.  
\$95.00

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

TIMBERLAND FEDERAL	:	NO. 08 -	C.D.
CREDIT UNION,	:		
	:	TYPE OF CASE: REPLEVIN	
PLAINTIFF	:		
	:		
VS.	:		
	:		
DENNIS S. COLLINS, JR. and	:		
PENNY I. COLLINS,	:		
	:		
DEFENDANTS	:		

**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 CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

DANIEL J. NELSON, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641, EXT. 5982

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

TIMBERLAND FEDERAL CREDIT UNION,	:	NO. 08 - C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: REPLEVIN
	:	
VS.	:	
	:	
DENNIS S. COLLINS, JR. and PENNY I. COLLINS,	:	
	:	
DEFENDANTS	:	

**COMPLAINT**

AND NOW, comes the Plaintiff, **TIMBERLAND FEDERAL CREDIT UNION**, who files the following Complaint in Replevin and in support thereof, the following is averred:

1. Plaintiff **TIMBERLAND FEDERAL CREDIT UNION** (hereinafter "TFCU"), has a place of business at 821 Beaver Drive, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendant **DENNIS S. COLLINS, JR.** is an adult individual with a last known address at 11063 Krebs Highway, Clearfield, Pennsylvania 16830.

3. Defendant **PENNY I. COLLINS** is an adult individual with a last known address at 11063 Krebs Highway, Clearfield, Pennsylvania 16830.

4. On July 10, 2006, Defendant **DENNIS S. COLLINS, JR.** signed an Open-End Disbursement Receipt *Plus* with Plaintiff, and which was secured by a Security Agreement dated June 1, 2007 and signed by Defendant **DENNIS S. COLLINS, JR.** and Defendant **PENNY I. COLLINS**. Copies of the Open-End Disbursement Receipt *Plus* and Security Agreement, respectively, are attached hereto as Exhibits "A" and "B".

4. Attached hereto as Exhibit "C" is copy of Certificate of Title for a 2001 Mitsubishi VIN #4A3AC84H41E040903 indicating first lien in favor of Plaintiff **TIMBERLAND FEDERAL CREDIT UNION**, which vehicle was pledged by Defendant **PENNY I. COLLINS** as security on the aforementioned Open-End Disbursement Receipt *Plus* loan of Defendant **DENNIS S. COLLINS, JR.**.

5. Defendant **DENNIS S. COLLINS, JR.** is in default under the terms of the Open-End Disbursement Receipt *Plus* loan in that he has not made the required monthly payments.

6. By virtue of Defendant **DENNIS S. COLLINS, JR.**'S failure to make principal payments due upon the aforementioned loan, **TFCU** is entitled to possession of the 2001 Mitsubishi vehicle owned by Defendant **PENNY I. COLLINS** that secures the loan.

7. Defendants have failed and refused, despite repeated demands by **TFCU**, to cure the deficiency due under the loan contract or deliver possession of the 2001 Mitsubishi vehicle to **TFCU**.

8. The 2001 Mitsubishi, sight unseen by TFCU, has an estimated value of \$4,055.00, based upon Kelley Blue Book "Good" condition trade-in value.

WHEREFORE, Plaintiff **TIMBERLAND FEDERAL CREDIT UNION** demands judgment for possession of the 2001 Mitsubishi, Pennsylvania Vehicle Identification Number 4A3AC84H41E040903.

Respectfully submitted,

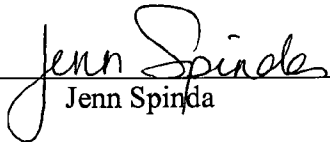
BY: 

\_\_\_\_\_  
Christopher E. Mohny, Esquire  
Attorney for the Plaintiff  
25 East Park Avenue, Suite 6  
DuBois, PA 15801  
(814) 375-1044

**VERIFICATION**

I, JENN SPINDA, Collection Officer for TIMBERLAND FEDERAL CREDIT UNION, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

  
Jenn Spinda

## TIMBERLAND FEDERAL CREDIT UNION



Main Office  
621 Beaver Drive • DuBois, PA 15801  
(814) 371-2676 • Fax: (814) 371-0701

Branch Office  
710 River Rd. • Clearfield, PA 16830  
(814) 765-1260 • Fax: (814) 765-2900

1-800-477-3889  
Email: Timberlandfcu@adelphia.net

# LOANLINER

## Open-End Disbursement Receipt Plus

### BORROWER INFORMATION

BORROWER 1 NAME	BORROWER 2 NAME	ACCOUNT NUMBER	DATE
Dennis S. Collins, Jr. 208-68-0075		96308-1-102274	07/06/2006

### SECURITY OFFERED

THE ADVANCE IS SECURED BY YOUR SHARES. ALL PROPERTY SECURING OTHER PLAN ADVANCES AND LOANS RECEIVED IN THE PAST OR IN THE FUTURE, AND THE FOLLOWING PROPERTY:

PROPERTY/MODEL	YEAR	I.D. NUMBER	VALUE	KEY NUMBER
2001 Mitsubishi Eclipse GT Coupe	2001	4A3AC84H41E040903	\$ 6,350.00	BEUSED101
			\$	
			\$	
			\$	

PLEDGE OF SHARES AND/OR DEPOSITS	ACCOUNT NUMBER	PLEDGE OF SHARES AND/OR DEPOSITS	ACCOUNT NUMBER
\$		\$	

☐ **CONSUMER'S CLAIMS AND DEFENSES NOTICE** -- The following paragraph applies to the Advance only if the box is checked.

**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.**

### SUBSEQUENT ELECTION FOR VOLUNTARY PAYMENT PROTECTION

You can now voluntarily elect to become insured with the coverage(s) shown below. In order for coverage to become effective you must meet all insurance eligibility requirements stated in the Credit Insurance Application/Schedule. **NOTE: The insurance you're applying for contains certain terms and exclusions; Refer to your certificate for coverage details.** If you need a copy of the Insurance Certificate, just ask. By signing below, you authorize us to add the charges for the insurance to your outstanding balance each month. Coverage election applies to the entire balance on this subaccount. Insurance rates are subject to change.

YOU ELECT THE FOLLOWING:	COST PER \$100 OF YOUR MONTHLY LOAN BALANCE	NAME OF INSURED(S)
YES Single Credit Disability	SEE ATTACHED	Dennis S. Collins, Jr.
YES Single Credit Life	RATE SCHEDULE .070	Dennis S. Collins, Jr.
NO Joint Credit Life	.123	

### REPAYMENT TERMS

DAILY PERIODIC RATE	ANNUAL PERCENTAGE RATE	INTEREST RATE IS:	OTHER FEES (Amount and Description)	NEW BALANCE THIS SUBACCOUNT
.0246301 %	8.99000 %	Fixed	\$	\$ 7,495.00
AMOUNT ADVANCED	PAYMENT AMOUNT	DATE DUE	PAYMENT FREQUENCY	LINE OF CREDIT LIMIT
\$ 7,495.00	\$ 118.00	08/09/2006	Bi-weekly	\$
				REMAINING LIMIT
				\$

Projected Loan Term for Insurance: 77

### SIGNATURES

By signing below, or by endorsing the proceeds check for the advance described above, or by having the loan proceeds deposited into your share/share draft account or paid to a third party, you agree:

- (1) that the property described in the Security Offered section above ("Property") is security under the terms of the LOANLINER Credit and Security Agreement (the "Plan") for all amounts you owe under the Plan and that the property description is incorporated into and a part of the Plan;
- (2) that the Property is also security for any other loans, including but not limited to, any credit card loan that you have with the credit union now or in the future;
- (3) that you will make the payments disclosed above in accordance with the terms of the Plan; and
- (4) that if you are now electing credit insurance, you are voluntarily electing the coverage checked in the Subsequent Election for Voluntary Payment Protection section above.

(SEAL)	DATE 7/14/06	(SEAL)	DATE
BORROWER 1 SIGNATURE		BORROWER 2 SIGNATURE	

### FOR CREDIT UNION USE ONLY

REQUESTED: 06/28/2006	MEMBER PAYS PREMIUM FOR:	CHECK NUMBER:	BRANCH NUMBER: CLFD
		PLAN/SUBACCOUNT NO.: 96308	PROCESSED BY: DIA
DATE	LOAN OFFICER COMMENTS	LOAN OFFICER INITIALS	
07/10/2006		DIA	

Ex. "A."



**TIMBERLAND FEDERAL CREDIT UNION**  
 821 Beaver Drive  
 DuBois, PA 15801  
 (814) 371-2676 • 1-800-477-3889

**LOANLINE**

**Security Agreement**

NAME (Last - First - Middle Initial) AND ADDRESS (Street - City - State - Zip Code)		DATE	LOAN NUMBER	MATURITY DATE
Dennis Collins Penny Collins		4/1/07	9C30841	
<b>SECURITY OFFERED</b> <input type="checkbox"/> <b>CONSUMERS' CLAIMS AND DEFENSES</b> <input checked="" type="checkbox"/> <b>IF CHECKED, SEE BELOW</b>				
PROPERTY/MODEL	YEAR	I.D. NUMBER	VALUE	LIEN AMOUNT
2001 Mitsubishi Eclipse				
Other (Describe): You Pledge Shares and/or Deposits of \$		In Account Number(s)		

In this agreement all references to "credit union," "we," "our" or "us" mean the credit union whose name appears on this agreement and anyone to whom the credit union assigns or transfers this agreement. All references to the "Loan" mean the Loan with the loan number specified above. All references to "you," "your" or "borrower" mean each person who signs this agreement. All references to "borrower" mean anyone who is an owner of the collateral or who has signed the agreement for the Loan. This is a multi-state document which may be used to lend to borrowers in all states except Louisiana.

**1. THE SECURITY FOR THE LOAN** — By signing this security agreement in the signature area or under the statement referring to this agreement which is on the back of the check you receive for the Loan, you give us what is known as a security interest in the property described in the "Security Offered" section above. The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the Loan or any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give us more property as security if asked to do so.

**2. WHAT THE SECURITY INTEREST COVERS** — The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. It also secures any other loans, including any credit card loan, you have now or receive in the future and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence. If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the property will secure only this Loan and not other amounts you owe.

**3. OWNERSHIP OF THE PROPERTY** — You promise that you own the property you give as security or if the Loan is to buy the property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told us about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the property either by your actions or by operation of law.

**4. PROTECTING THE SECURITY INTEREST** — If your state issues a title for the property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You also promise to do whatever else we think is necessary to protect our security interest in the property. You promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the property, to the extent permitted by applicable law.

**5. USE OF PROPERTY** — Until the Loan has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the property or changing the address where the property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the property. (5) Promptly notify us if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose.

**6. CONSUMERS' CLAIMS AND DEFENSES NOTICE** — The following paragraph applies only when the box above is checked.

**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.**

**7. PROPERTY INSURANCE, TAXES AND FEES** — You must maintain property insurance on all property that you give as security for the Loan. You may purchase the property insurance from anyone you choose who is acceptable to the Credit Union. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the property is lost or damaged, we can use the insurance settlement to repair the property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy. You also promise to pay all taxes and fees (like registration fees) due on the property.

If you do not pay the taxes or fees on the property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and you will pay interest on those amounts at the same rate you agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of the Loan, we may increase your payments to pay the amount added within the term of the insurance or approximate term of the Loan.

**8. NOTICE** — If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the property. The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.

**9. DEFAULT — Wisconsin Borrowers Only.** You will be in default if breaking any promise you make under this agreement materially impairs the condition, value, or protection of our rights in the property you gave as security. You will also be in default under this agreement if the Loan is in default.

**All Other Borrowers.** You will be in default if you break any promise you make under this agreement. You will also be in default if the Loan is in default.

(continued on reverse side)

**SIGNATURES**  
 THE TERMS OF THE SECURITY AGREEMENT ARE CONTAINED ABOVE. BY SIGNING BELOW OR BY SIGNING UNDER THE STATEMENT ON THE LOAN CHECK, YOU AGREE TO MAKE AND BE BOUND BY THE PROMISES IN THE SECURITY AGREEMENT.

SIGNATURE (SEAL) 6-1-07  
 DATE

SIGNATURE (SEAL) 6-1-07  
 DATE

SIGNATURE (SEAL)  
 DATE

SIGNATURE (SEAL)  
 DATE

Ex "B"

**SECURITY AGREEMENT (continued)**

**10. WHAT HAPPENS IF YOU ARE IN DEFAULT — Wisconsin Borrowers Only.** When you are in default and after expiration of any right you have under applicable state law to cure your default, we may require immediate payment of your outstanding loan balance and seek possession of the property. You may voluntarily give the property to us if you choose, or we may seek to take possession of the property by judicial process, or any other method authorized by applicable law.

If the property is repossessed by the credit union, you agree to pay reasonable expenses incurred in disposing of the property. If the property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, you will also be required to pay any costs permitted by Section 422.413 of the Wisconsin Statutes, or as authorized by applicable law.

*The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia and state chartered credit unions lending to South Carolina borrowers.* When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance without giving you advance notice.

*The following paragraph applies to borrowers in all other states and federally chartered credit unions lending to South Carolina borrowers.* When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance and take possession of the property. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

*The following paragraphs apply to all borrowers except Wisconsin borrowers.* You agree the Credit Union has the right to take possession of the property given as security for the loan, without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the property at a time and place we choose. We will not be responsible for any other property not covered by this agreement that you leave inside the property or that is attached to the property. We will try to return that property to you or make it available to you to claim.

After we have possession of the property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public sale or the date after which a private sale will be held. Our expenses for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code. The rest of the sale money will be applied to what you owe.

If you have agreed to pay the Loan, you will also have to pay any amount that remains unpaid after the sale money has been applied to the unpaid balance and to what you owe under this agreement. You agree to pay interest on that amount at the same rate as the Loan, or, if applicable, at the default rate disclosed on the Loan documents, until that amount has been paid.

**11. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN —** We can delay enforcing any of our rights under this agreement any number of times without losing the ability to exercise our rights later. We can enforce this agreement against your heirs or legal representatives. If we change the terms of the Loan, you agree that this agreement will continue to protect us.

**12. CONTINUED EFFECTIVENESS —** If any part of this agreement is determined by a court to be unenforceable, the rest will remain in effect.

**13. NOTICE TO NORTH DAKOTA BORROWERS PURCHASING A MOTOR VEHICLE —** THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

**14. NOTICE FOR ARIZONA OWNERS OF PROPERTY —** It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

## COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

072291991000306-001

4A3AC84H41E040R03

2001

HITSUBISHI

61505011904 CO

CP

BODY TYPE

0

DOOR

SPAT CAP

MD

REGISTRATION

ODOM

PROCESSED

8/13/07

ODOM

MILES

14985

ODOM

STATUS

0

2/24/05

DATE PA TITLED

8/13/07

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

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TITLE BRANDS

REGISTERED OWNER

PENNY I COLLINS

11063 KREBS HWY

CLEARFIELD PA 16830

FIRST LIEN FAVOR OF

TIMBERLAND FEDERAL  
CREDIT UNION

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

600400

TIMBERLAND FEDERAL  
CREDIT UNION  
710 RIVER RD  
CLEARFIELD PA 16830

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

ALLEN D BIEHLER

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the benefits of company title have been transferred to the owner of the said vehicle.

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.

SUSCRIBED AND SWORN

TO AFFIRM:

I, the undersigned, hereby certify that the information furnished herein is true and correct.

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If a co-purchaser other than your spouse is listed and be listed as "Joint Tenants with Right of Survivorship" (On death of one owner, the title goes to surviving owner). CHECK HERE ☐ If the title will be issued as "Tenants in Common" (On death of one owner, the title of deceased owner goes to heirs, heirs or estate) ☐If you want the title to be issued as "Joint Tenants with Right of Survivorship" (On death of one owner, the title goes to surviving owner). CHECK HERE ☐ If you want the title to be issued as "Tenants in Common" (On death of one owner, the title of deceased owner goes to heirs, heirs or estate) ☐

1ST LIEN DATE

1ST LIEN CHECK ☐

1ST LIEN HOLDER

1ST LIEN CHECK ☐

STREET

STATE

CITY

ZIP

IF THIS IS AN EIT, CHECK HERE ☐ FINANCIAL INSTITUTION NO.IF THIS IS AN EIT, CHECK HERE ☐ FINANCIAL INSTITUTION NO.

2ND LIEN DATE

IF NO LIEN CHECK ☐

2ND LIEN HOLDER

IF NO LIEN CHECK ☐

STREET

STATE

CITY

ZIP

IF THIS IS AN EIT, CHECK HERE ☐ FINANCIAL INSTITUTION NO.IF THIS IS AN EIT, CHECK HERE ☐ FINANCIAL INSTITUTION NO.

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

Ex "C"

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

FILED

MAY 19 2008

William A. Shaw  
Prothonotary/Clerk of Courts  
2 CENT TO ATT

• TIMBERLAND FEDERAL CREDIT : NO. 08 - 674 - C.D.  
UNION, :

Plaintiff,

vs.

DENNIS S. COLLINS, JR. and PENNY I.  
COLLINS

Defendants.

: Type of Case:  
: MORTGAGE FORECLOSURE

: Type of Pleading: MOTION TO  
: DIRECT SHERIFF TO FILE RETURN  
: OF SERVICE

: File on Behalf of: PLAINTIFF

: Counsel of Record:  
: CHRISTOPHER E. MOHNEY,  
: ESQUIRE

: SUPREME COURT NO.: 63494

: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

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

TIMBERLAND	FEDERAL	CREDIT	:	NO. 08 - 674 - C.D.
UNION,			:	
			:	Type of Case:
	Plaintiff,		:	MORTGAGE FORECLOSURE
			:	
vs.			:	
			:	
DENNIS S. COLLINS, JR. and PENNY I.			:	
COLLINS,			:	
			:	
	Defendants.			

**MOTION TO COMPEL SHERIFF TO FILE RETURN OF SERVICE**

AND NOW, comes PLAINTIFF by its attorney, CHRISTOPHER E. MOHNEY,  
ESQUIRE, and files the following Motion:

1. Plaintiff started this case on April 14, 2008 with the filing of a Complaint in Replevin.
2. On April 14, 2008, the undersigned instructed the prothonotary to certify necessary provided copies of the complaint and deliver them to the sheriff for service on the named defendants; the undersigned delivered appropriate advance funds to the sheriff for service at the time the complaint was filed.
3. The defendants were served on May 2, 2008.
4. As of May 19, 2008, the sheriff has yet to file returns of service.
5. Plaintiff is unable to prosecute its case until the sheriff returns are filed, to the harm and prejudice of Plaintiff.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to immediately file the Returns of Service of the Complaint with the Prothonotary.

BY: 

Christopher E. Mohny, Esquire  
Attorney for Plaintiff

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

TIMBERLAND FEDERAL CREDIT  
UNION

Plaintiff

vs.

DENNIS S. COLLINS, JR. and  
PENNY I. COLLINS

Defendants

NO. 08-674-C.D.

**FILED**

02:20 P.M. GK  
MAY 21 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DCC ATTY

MOHAWY

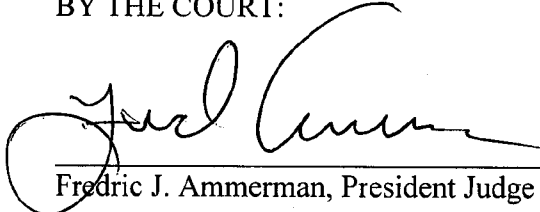
ICC SHERIFF

(610)

**ORDER**

AND NOW, this 21 day of May, 2008, upon consideration of Plaintiff's  
Motion to Compel Sheriff to File Return of Service, it is hereby ORDERED and  
DECREED that the Sheriff of Clearfield County, Pennsylvania, is hereby directed to  
complete and file Return(s) of Service for service of the Complaint within 10 days of the  
date of this Order. FJA

BY THE COURT:



Fredric J. Ammerman, President Judge

DATE: 5-21-08

☒ 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**

**MAY 21 2008**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**

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

DOCKET # 104042  
NO: 08-674-CD  
SERVICE # 1 OF 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION

vs.

DEFENDANT: DENNIS S. COLLINS, JR. and PENNY I. COLLINS

**SHERIFF RETURN**

NOW, May 02, 2008 AT 1:05 PM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON DENNIS S. COLLINS JR. DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENNIS S. COLLINS JR., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

**FILED**  
013:14:01  
MAY 22 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 104042  
NO: 08-674-CD  
SERVICE # 2 OF 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION  
vs.  
DEFENDANT: DENNIS S. COLLINS, JR. and PENNY I. COLLINS

**SHERIFF RETURN**

---

NOW, May 02, 2008 AT 1:05 PM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON PENNY I. COLLINS DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENNIS COLLINS, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104042  
NO: 08-674-CD  
SERVICES 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION  
vs.  
DEFENDANT: DENNIS S. COLLINS, JR. and PENNY I. COLLINS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	TIMBERLAND FED.	98592	20.00
SHERIFF HAWKINS	TIMBERLAND FED.	98592	29.41

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

TIMBERLAND FEDERAL CREDIT  
UNION,

Plaintiff,

vs.

DENNIS S. COLLINS, JR. and PENNY I.  
COLLINS

Defendants.

: NO. 08 - 674 - C.D.

:

: Type of Case:

: REPLEVIN

:

: Type of Pleading: MOTION FOR

: JUDGMENT

:

: File on Behalf of: PLAINTIFF

:

: Counsel of Record:

: CHRISTOPHER E. MCHNEY,

: ESQUIRE

:

: SUPREME COURT NO.: 63494

:

: 25 EAST PARK AVENUE, SUITE 6

: DUBOIS, PA 15801

: (814) 375-1044

FILED

JUN 23 2008

m/8/30/w (62)

William A. Shaw  
Prothonotary/Clerk of Courts

2 cert to

ATTN

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

TIMBERLAND FEDERAL CREDIT  
UNION,

Plaintiff,

vs.

DENNIS S. COLLINS, JR. and PENNY I.  
COLLINS,

Defendants.

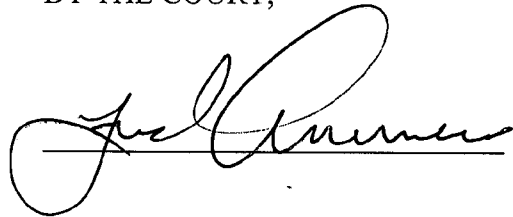
: NO. 08 - 674 - C.D.

:  
: Type of Case:  
: REPLEVIN  
:  
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**ORDER**

AND NOW, this 24 day of June, 2008, upon  
consideration of the within Motion for Judgment, it is the order of this Court that a  
hearing on the said Motion shall be held on the 23rd day of July,  
2008 at 1:30 o'clock P.M. in Courtroom No. 1 of the Clearfield  
County Courthouse, Clearfield, Pennsylvania 16830.

BY THE COURT,



**FILED**  
0 1:30 p.m. GK  
JUN 25 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
3cc ATTY MOHNEY  
(610)

DATE: 6-25-08

☒ 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 25 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

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

TIMBERLAND FEDERAL CREDIT UNION,	:	NO. 08 - 674 - C.D.
	:	
Plaintiff,	:	Type of Case:
	:	REPLEVIN
	:	
vs.	:	
	:	
DENNIS S. COLLINS, JR. and PENNY I. COLLINS,	:	
	:	
Defendants.	:	

**MOTION FOR JUDGMENT**

AND NOW, comes Plaintiff **TIMBERLAND FEDERAL CREDIT UNION**, by its undersigned attorney, and respectfully moves this Honorable Court pursuant to Pa. R.C.P. §1037(c) and §1084(a) for the entry of judgment before trial against defendants **DENNIS S. COLLINS, JR. and PENNY I. COLLINS**, and in support avers as follows:

1. On April 14, 2008, Plaintiff caused to be filed a Complaint in Replevin against defendants Dennis S. Collins, Jr. and Penny I. Collins, seeking possession of a 2001 Mitsubishi vehicle, Pennsylvania VIN #4A3AC84H41E040903, against which plaintiff has first lien position pursuant to a loan, and for which loan defendants are in default.

2. Defendants were both served on May 2, 2008 with certified true and correct copies of the Complaint in Replevin.

3. On June 9, 2008, defendants were separately mailed 10 Day Important Notices for failure to respond to the Complaint.

4. Neither defendant has filed a written response, or otherwise appeared in this action.

5. Pursuant to Pa. R.C.P. §1071, actions in replevin conform to civil actions.

6. Pursuant to Pa. R.C.P. §237.1, at et. seq., and Pa. R.C.P. Rule §1037(c), plaintiff is entitled to default judgment.

7. Pursuant to Pa. R.C.P. §1084, in an action in replevin, when judgment is entered before a trial for a party not in possession of the property, i.e. plaintiff Timberland Federal Credit Union, the judgment shall determine the party's right to recover possession of the property, the money value of the property based upon the value set forth in plaintiff's Complaint, and the party's right to recover special damages, if any.

8. Plaintiff has averred in it's Complaint that the value of the 2001 Mitsubishi vehicle as being Four Thousand Fifty Five Dollars (\$4,055.00), based upon Kelley Blue Book "good condition" trade-in value.

9. Plaintiff has learned that the car is in a mechanic's garage in Hyde, Pennsylvania, currently inoperable; Plaintiff will incur costs to recover the vehicle, and repair the vehicle so it can be sold.

10. Plaintiff is seeking leave of Court to file a separate action for seeking special damages, i.e., a money judgment for any deficiency on the loan after the disposition of the collateral.

WHEREFORE, plaintiff TIMBERLAND FEDERAL CREDIT UNION demands judgment for possession of the 2001 Mitsubishi, Pennsylvania VIN #4A3AC84H41E040903 and leave of Court to seek special damages against Defendants for any deficiency on the loan after disposition of the collateral.

Respectfully submitted,

BY: 

Christopher E. Mohny, Esquire  
Attorney for Plaintiff Timberland  
Federal Credit Union

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

TIMBERLAND FEDERAL CREDIT  
UNION,

Plaintiff,

vs.

DENNIS S. COLLINS, JR. and PENNY I.  
COLLINS,

Defendants.

: NO. 08 - 674 - C.D.

:

: Type of Case:

: REPLEVIN

:

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:

:

:

**FILED**

011:50:30  
JUL 23 2008

William A. Shaw (GRC)  
Prothonotary/Clerk of Courts

3cc Atty Mohney  
(will serve)

**ORDER**

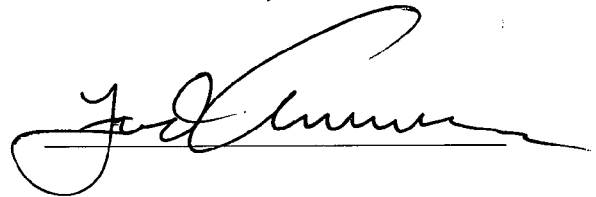
AND NOW, this 23 day of July, 2008, after hearing  
on plaintiff Timberland Federal Credit Union's Motion for Judgment, the same is  
**GRANTED.**

It is further **ORDERED** and **DECREED** that:

1. Plaintiff Timberland Federal Credit Union shall be entitled to recover possession of the 2001 Mitsubishi, Pennsylvania VIN #4A3AC84H41E040903;
2. The money value of the 2001 Mitsubishi, Pennsylvania VIN #4A3AC84H41E040903 is determined to be \$4,055.00, this amount based upon the value set forth in plaintiff's Complaint in Replevin; and
3. Plaintiff Timberland Federal Credit Union is granted leave of Court to commence further action against Defendants Dennis S. Collins, Jr.

and Penny I. Collins for special damages, in an amount to determined  
after disposition, in accordance with Pennsylvania law, of the  
collateral subject of this replevin action.

BY THE COURT,

A handwritten signature in black ink, appearing to read "J. J. Linn", is written over a horizontal purple line. The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

**FILED**

**JUL 23 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**JUN 23 2008**

William A. Shaw  
Prothonotary/Clerk of Courts