

08-1216-CD

Green Tree vs Corey Swatsworth

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount CIVIL DIVISION
Company,

Plaintiff, No. 2008-1216-CD

v.

Corey Swatsworth,

Defendant.

Motion for Service of Process Pursuant
to Rule 430 of the Pennsylvania Rules of
Civil Procedure

Filed on Behalf of the Plaintiff:
Green Tree Consumer Discount
Company

Counsel of Record for This Party:
Erin P. Dyer, Esquire
PA ID Number: 52748
Dyer Law Firm, P.C.
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

FILED
m/2/2008
AUG 15 2008
Atty Dyer
1CC

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,)	CIVIL DIVISION
)	
Plaintiff,)	No. 2008-1216-CD
)	
v.)	
)	
Corey Swatsworth,)	
)	
Defendant.)	
)	

MOTION FOR SERVICE OF PROCESS PURSUANT TO
RULE 430 OF THE PENNSYLVANIA RULES OF CIVIL PROCEDURE

AND NOW, comes the Plaintiff, Green Tree Consumer Discount Company, by and through its counsel, Erin P. Dyer, Esquire, and avers the following in support of its Motion for Service of Process Pursuant to Rule 430 of the Pennsylvania Rules of Civil Procedure:

1. On April 4, 2008, the Sheriff sold the Defendant's property to the Plaintiff.
2. The property is located in the Pike Township area of Clearfield County at 1220 Tree Farm Road, formerly RD1 Box 65, Curwensville, Pennsylvania 16833.
3. On May 13, 2008, the Sheriff recorded his deed conveying the property to the Plaintiff in the Recorder of Deeds Office at Instrument Number 200807142. A copy of the Sheriff's Deed is attached hereto as Exhibit "I."
4. As of August 8, 2008, the Defendant refuses to surrender the property to the Plaintiff despite its repeated requests to do so following the Sheriff's Sale.
5. The Plaintiff avers that it is entitled to possession of the property pursuant to Pennsylvania law.

6. On July 2, 2008, the Plaintiff filed its Complaint in Ejectment against the Defendant triggering the present action. The Plaintiff demands possession of the property to which it now holds all right, title, and interest.

7. The Plaintiff has been unable to serve the Defendant with the Complaint. A copy of the Sheriff's Return of Service is attached as Exhibit "II."

8. The Plaintiff has conducted an investigation in order to determine the whereabouts of the Defendant as set forth on the attached Affidavit.

9. Notwithstanding the investigation as set forth on the attached Affidavit, the Plaintiff has been unable to locate the Defendant.

10. The Plaintiff requests an Order directing service of the Complaint and any other pleadings in this case requiring personal service by one or more of the following methods:

- a. posting a copy of the Complaint and any other pleadings in this case requiring personal service on the most public part of the property;
- b. sending copies of the Complaint and any other pleadings in this case requiring personal service by ordinary mail and certified mail to the Defendant's last known address and/or;
- c. by publication pursuant to Rule 430(b).

11. The Plaintiff avers alternatives (a) and (b) are the methods of service most likely to achieve the notice requirements of due process while permitting the Plaintiff to advance its Ejectment action without incurring additional expense and delay as a result of the Defendant's refusal to honor the outcome of the Sheriff's Sale.

WHEREFORE, Plaintiff requests that this Honorable Court direct service as requested herein and provided for on the attached proposed Order of Court.

By:



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

CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361

AFFIDAVIT No. 41137

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
CLEARFIELD CO SHERIFF

Instrument Number - 200807142

Recorded On 5/13/2008 At 2:48:18 PM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 185531

* Grantor - CLEARFIELD CO SHERIFF

* Grantee - GREEN TREE CONSUMER DISCOUNT COMPANY

* Customer - CLEARFIELD CO SHERIFF

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$29.00

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



Maurene E. Inlow

Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

COPY

Know all Men by these Presents,

That I, **Chester A. Hawkins**, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$50,000.00 plus costs, to me in hand, do hereby grant and convey to GREEN TREE CONSUMER DISCOUNT COMPANY, the following described property, to wit:

LONG PROPERTY DESCRIPTION

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

BEGINNING at an iron pin at the Northeast corner of the property herein described, said corner being on the boundary line of the tract of which this is a part and on the line of land now or formerly of Eulalia McClure and being also on the right of way of the Township Road Route No. T-261; thence by the land of Eulalia McClure aforementioned, South 46° 25' East, for a distance of 431.88 feet to an iron pin on an old stripping pile; thence leaving the line of Eulalia McClure and through the lands of Terry Caldwell of which this is a part, for a line, South 46° 00' West, for a distance of 212.0 feet to an iron pin; thence still, through the lands of Terry Caldwell of which this is a part, for a new line, North 46° 25' West, for a distance of 407.37 feet to and iron pin on the right of way of Township Road Route T-461, aforementioned; thence by the said Township Road Route T-461, North 45° 27' East, for a distance of 114.62 feet to a point; thence still by said Township Road Route T-461, North 32° 18' East, for a distance of 100.0 feet to an iron pin and the place of beginning.

Containing 2.00 acres.

BEING the same premises conveyed to COREY SWATSWORTH and AMANDA J. SWATSWORTH, his wife, by Deed of Corey Swatsworth and Amanda J. Swatsworth, his wife, dated May 27, 2005, and recorded on May 31, 2005, in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania at Instrument Number 200508004.

Being Parcel I.D. # 126-G11-000-00021.

SEIZED, taken in execution and sold as the property of COREY SWATSWORTH AND AMANDA J. SWATSWORTH, at the suit of GREEN TREE CONSUMER DISCOUNT COMPANY F/K/A CONSECO FINANCE CONSUMER DISCOUNT COMPANY. JUDGMENT NO. 07-1609-CD

Now, May 13, 2008 the said having been sold by me to the said grantee on April 04, 2008 after due advertisement according to law, under and by virtue of writ of execution issued on January 25, 2008 out of the Court of Common Pleas of said County of Clearfield as of case number 07-1609-CD at the suit of

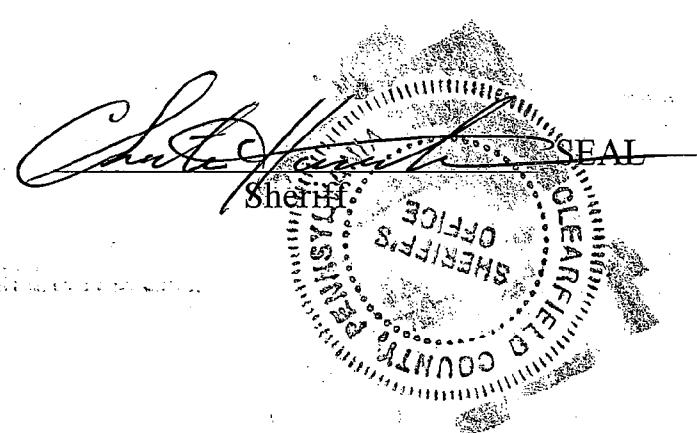
GREEN TREE CONSUMER DISCOUNT COMPANY, F/K/A CONSECO FINANCE
CONSUMER DISCOUNT COMPANY

against

COREY SWATSWORTH AND AMANDA J. SWATSWORTH

IN WITNESS WHEREOF, I have hereunto affixed by signature the day May 13, 2008

State of Pennsylvania
County of Clearfield



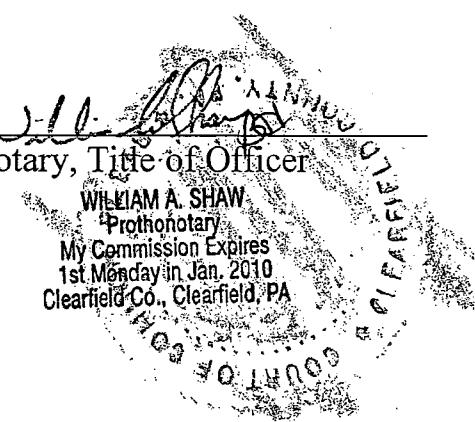
On May 13, 2008 before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me, (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity reinstated and for the purposes therein contained.

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



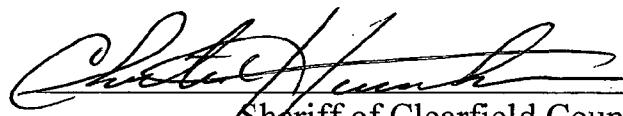
Prothonotary, Title of Officer

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



CERTIFICATE OF RESIDENCE

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



Sheriff of Clearfield County

GREEN TREE CONSUMER DISCOUNT COMPANY
3 EXECUTIVE PARK DRIVE, SUITE 14
BEDFORD, NH 03110

Deed - Poll.

No.

Chester A. Hawkins
High Sheriff of Clearfield County
TO

GREEN TREE CONSUMER DISCOUNT COMPANY
3 EXECUTIVE PARK DRIVE, SUITE 14
BEDFORD, NH 03110

SHERIFF DEED

Dated May 13, 2008

For \$50,000.00 + COSTS

Sold as the property of

COREY SWATSWORTH AND AMANDA J. SWATSWORTH

Sold on 07-1609-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1216-CD

GREEN TREE CONSUMER DISCOUNT COMPANY
vs
COREY SWATSWORTH

SERVICE # 1 OF 1

COMPLAINT IN EJECTMENT

SERVE BY: 08/01/2008 HEARING: PAGE: 104365

DEFENDANT: COREY SWATSWORTH
ADDRESS: 1220 TREE FARM ROAD
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT or OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 7-10-08 2:35 P.M. -N/H 7-21-08 2:35 AM -N/H
7-18-08 11:16 AM N/H 7-22-08 2:17 AM -N/H

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN EJECTMENT ON COREY SWATSWORTH, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN EJECTMENT FOR COREY SWATSWORTH

AT (ADDRESS) _____

NOW 7-22-08 AT 2:17 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO COREY SWATSWORTH

REASON UNABLE TO LOCATE

Never Home - left Notes - No Response

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature
James E. Davis
Print Deputy Name

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 2008-1216-CD
v.)
Corey Swatsworth,)
Defendant.)

AFFIDAVIT OF REASONABLE INVESTIGATION

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

Erin P. Dyer, being duly sworn according to law, deposes and says that he is the attorney for the Plaintiff in the above-captioned civil action; that he has personal knowledge concerning the facts set forth in the attached Motion for Service of Process Pursuant to Rule 430 of the Pennsylvania Rules of Civil Procedure; that he has authorization from the Plaintiff to make this Affidavit, and that the facts set forth in this Affidavit are true and correct to the best of his personal knowledge, to wit:

That he has attempted to locate the whereabouts of Defendant by conducting a reasonable search, which search included the following:

That he has contacted the United States Postal Service to obtain the last known mailing address or any forwarding addresses for the Defendant; however, the postal request was returned marked "No Change of Address Order on File." A copy of the Postmaster's response is attached hereto as "Exhibit III."

That he has attempted to locate persons of similar names to the Defendant; however, he has not been able to locate any one with information on the Defendant.

That he contacted Directory Assistance for any new listing for the Defendant; however, no new listings were available.

That he contacted the Voter Registration Office of Clearfield County in which the Defendant's last known address was located; however, no new address was available. A copy of the response to the Plaintiff's inquiry is attached hereto as Exhibit "IV."

That he contacted the Real Estate Tax Office of Clearfield County in which Defendant's last known address was located; however, no other address was available. A copy of the Plaintiff's inquiry is attached hereto as Exhibit "V."

Erin P. Dyer, further deposes and says that after attempting to locate the Defendant Corey Swatsworth by conducting a reasonable search as indicated above, he has been unable to find any additional information as to his whereabouts and location.

These statements are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

By:


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

Dear Postmaster

Date: July 23, 2008

**Request for Change of Address or Boxholder
Information Needed for Service of Legal Process**

Please furnish the new address or the name and street address (If a boxholder) for the following:

Name: Corey Swatsworth

Address: 1220 Tree Farm Road, Curwensville, Pennsylvania 16833

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

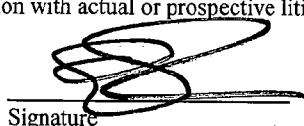
The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): Attorney.
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting *pro se* - except a corporation acting *pro se* must cite statute): Attorney.
3. The names of all known parties to the litigation: Green Tree Consumer Discount Company v. Corey Swatsworth
4. The court in which the case has been or will be heard: Court of Common Pleas of Clearfield County, Pennsylvania.
5. The docket or other identifying number if one has been issued: 2008-1216-CD.
6. The capacity in which this individual is to be served (e.g. defendant or witness): Defendant.

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 10001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.


Signature

5743 Centre Avenue
Address

Erin P. Dyer, Esquire
Printed Name

Pittsburgh, Pa. 15206
City, State, ZIP Code

FOR POST OFFICE USE ONLY

No change of address order on file.
 Not known at address given.
 Moved, left no forwarding address.
 No such address

NEW ADDRESS or BOXHOLDER'S
NAME and STREET ADDRESS

JUL 25 2008



PLEASE LIST COMPLETE STREET NAME IF POST OFFICE BOX IS LISTED. THANK YOU.

DYER LAW FIRM, P.C.

Attorneys and Counsellors at Law
5743 CENTRE AVENUE
PITTSBURGH, PENNSYLVANIA 15206

TELEPHONE : (412) 361-1000
FACSIMILE : (412) 361-6800

July 23, 2008



Voter Registration Office
Clearfield County Courthouse
230 E. Market St.
Clearfield, PA 16830

Re: Corey Swatsworth
Last known address: 1220 Tree Farm Road, Curwensville, PA 16833

Dear Sir or Madam:

Please review your records to determine whether the Voter Registration Office has a current address for the above-referenced person. If so, please return that information to me in the enclosed self-addressed, stamped envelope. If no address information registration is found, please indicate so on this letter and return it to me. If there is a charge for this service, please include an invoice and I will promptly remit payment.

I certify that I am an attorney licensed to practice law in the Commonwealth of Pennsylvania and that the address information is needed and will be used solely for service of legal documents in connection with actual or prospective litigation.

Thank you for your assistance in this matter. If you have any questions, please call.

Very truly yours,


Erin P. Dyer

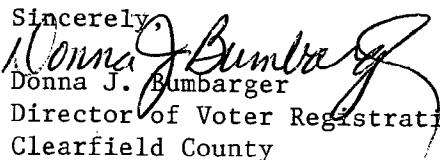
EPD: jab
Enclosure: SASE

L:\Green Tree\Swatsworth, Corey\Ejectment\Address Search Corey.wpd

See Attached

SWATSWORTH, COREY T		Security: <input type="checkbox"/> Not Restricted	Last Changed: <input type="checkbox"/> 2/8/1996
014024112-17		<input type="checkbox"/> Federal Voter: <input type="checkbox"/>	
ID Number: <input type="checkbox"/> Application Source: <input type="checkbox"/> Means of Regist: <input type="checkbox"/> Registered: <input type="checkbox"/> Status - Reason: 014024112-17 <input type="checkbox"/> UNK <input type="checkbox"/> 2/8/1996 <input type="checkbox"/> ACTIVE - REGISTERED			
Title: <input type="checkbox"/> Last Name: <input type="checkbox"/> SWATSWORTH First Name: <input type="checkbox"/> COREY Middle Name: <input type="checkbox"/> T Suffix: <input type="checkbox"/> Maiden Name: <input type="checkbox"/> Verify <input type="checkbox"/>			
House #: <input type="checkbox"/> 1/2 Street Name: <input type="checkbox"/> RD 1 BOX 65		Unit: <input type="checkbox"/>	Unit #: <input type="checkbox"/>
City: <input type="checkbox"/> CURWENSVILLE		State: <input type="checkbox"/> PA	Zip Code: <input type="checkbox"/> 16833
Address Line 2: <input type="checkbox"/>		Mail Addr Line 1: <input type="checkbox"/>	Mail City: <input type="checkbox"/>
State: <input type="checkbox"/>		Mail Zip: <input type="checkbox"/>	Mail Country: <input type="checkbox"/>
Birthdate: <input type="checkbox"/> 7/17/1977 Place of Birth: <input type="checkbox"/> Social Sec.: <input type="checkbox"/> Driver's Lic.: <input type="checkbox"/> Sex: <input type="checkbox"/> M Race: <input type="checkbox"/> Language: <input type="checkbox"/> Assistance: <input type="checkbox"/>			
Political Party: <input type="checkbox"/> DEMOCRATIC		Phone: <input type="checkbox"/> U: <input type="checkbox"/> 81-423-6550	Last Voted: <input type="checkbox"/> 17-May-05 <input type="checkbox"/> Must Vote In Person <input type="checkbox"/> Poll Worker Interest <input type="checkbox"/> Poll Worker <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Precinct Split: <input type="checkbox"/> 060-1 Insert <input type="checkbox"/> <input type="checkbox"/> CURWENSVILLE BO Clear <input type="checkbox"/> 			
<input type="checkbox"/> New Voter <input type="checkbox"/> Delete Voter		<input type="checkbox"/> OK <input type="checkbox"/> Cancel	

Since I do not have a date of birth from you I can only assume that this may be the person you are requesting information on. Mr. Swatsworth has not voted since 2005, so I do not know how current this address is. In checking with our GIS department I see that a Corey Swatsworth is on their listing with the same address that you are showing...However how current that is I do not know.

Sincerely,

 Donna J. Bumbarger
 Director of Voter Registration
 Clearfield County

DYER LAW FIRM, P.C.

Attorneys and Counsellors at Law
5743 CENTRE AVENUE
PITTSBURGH, PENNSYLVANIA 15206

TELEPHONE : (412) 361-1000
FACSIMILE : (412) 361-6800

July 23, 2008

County Tax Office
Clearfield County Courthouse
230 E. Market St.
Clearfield, PA 16830

Re: Corey Swatsworth
Last known address: 1220 Tree Farm Road, Curwensville, PA, 16833

Dear Sir or Madam:

Our address is the same

Please review your records to determine whether the County Tax Office has a current address for the above-referenced person. If so, please return that information to me in the enclosed self-addressed, stamped envelope. If no address information is found, please indicate so on this letter and return it to me. If there is a charge for this service, please include an invoice and I will promptly remit payment.

I certify that I am an attorney licensed to practice law in the Commonwealth of Pennsylvania and that the address information is needed and will be used solely for service of legal documents in connection with actual or prospective litigation.

Thank you for your assistance in this matter. If you have any questions, please call.

Very truly yours,



Erin P. Dyer

EPD: jab
Enclosure: SASE

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 2008-1216-CD
v.)
Corey Swatsworth,)
Defendant.

CERTIFICATE OF SERVICE

I, Erin P. Dyer, certify that on August 12, 2008, I served a copy of the Plaintiff's Motion for Service of Process Pursuant to Rule 430 of the Pennsylvania Rules of Civil Procedure on the pro se Defendant via United States First Class Mail, Postage Prepaid at the addresses indicated below:

Corey Swatsworth
1220 Tree Farm Road
Curwensville, PA 16833

By:


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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff,

No. 2008-1216-CD

v.

Corey Swatsworth,

Complaint in Ejectment

Defendant.

Filed on Behalf of the Plaintiff:
Green Tree Consumer Discount Company

Counsel of Record for This Party:
Erin P. Dyer, Esquire
PA ID Number: 52748
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

FILED
m 11:54a.m GK
JUL 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

1CC ATTY
1 COMPL. STAFF
ATTY PAID 95.00

September 2, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No.
v.)
Corey Swatsworth,) Complaint in Ejectment
Defendant.)

NOTICE

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

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount)	CIVIL DIVISION
Company,)	
)	
Plaintiff,)	No.
)	
v.)	
)	
Corey Swatsworth,)	
)	
Defendant.)	
)	

COMPLAINT IN EJECTMENT

AND NOW, comes Green Tree Consumer Discount Company by and through its Attorney, Erin P. Dyer, and files its Complaint in Ejectment and in support thereof avers as follows:

1. Green Tree Consumer Discount Company (the "Plaintiff") is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has a principal place of business located at 3 Executive Park Drive, Suite 14, Bedford, New Hampshire 03110.
2. Corey Swatsworth (the "Defendant") is an adult individual whose last known address is 1220 Tree Farm Road, Curwensville, Pennsylvania 16833.
3. On or about October 26, 2001, in consideration of a loan in the amount of \$91,202.96, the Defendant executed and delivered a Universal Note (the "Note") payable to Conseco Finance Consumer Discount Company ("Conseco"). A copy of the Note is attached hereto as Exhibit "A."

4. On October 26, 2001, contemporaneously with the execution of the Note and in order to secure payment of the same, Defendant executed and delivered to Conseco a certain real estate mortgage (the "Mortgage") which is recorded in the Recorder of Deeds Office of this County at Instrument Number 200117723, conveying a first lien on the subject premises to Conseco. A copy of the Mortgage is attached hereto as Exhibit "B."

5. Neither the Note nor Mortgage were assigned.

6. In addition to the real estate secured by the Mortgage, the Defendant also pledged to Conseco a 2002 Fleetwood Mobile Home, Serial Number PAFL122A8496740C13, as secured collateral for payment of the loan. The Mobile Home is situated upon the real estate subject to the Mortgage.

7. Conseco recorded a first lien on the Certificate of Title for the Mobile Home with the Bureau of Motor Vehicles for Pennsylvania's Department of Transportation. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "C."

8. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the name of the corporation became Green Tree Consumer Discount Company, the Plaintiff herein.

9. The Defendant failed to tender timely monthly installment payments to the Plaintiff pursuant to the terms of the Note and Mortgage beginning with the payment due on July 10, 2007.

10. The Plaintiff initiated foreclosure proceedings against the Defendant as a result of the Defendant's default and failure to cure the delinquent payments.

11. On January 25, 2008, the Prothonotary entered judgment against the Defendant and issued a Writ of Execution for the Defendant's property.

12. The Plaintiff directed the Sheriff to execute upon the Writ and sell the Defendant's property in order to satisfy the judgment.

13. The Plaintiff commissioned a title abstract prior to the Sheriff's Sale in order to substantiate its claim to possess an interest in the property. A copy of the title abstract is attached hereto as Exhibit "D."

14. On April 4, 2008, the Sheriff sold the Defendant's property to the Plaintiff.

15. On May 13, 2008, the Sheriff recorded his deed conveying the property to the Plaintiff in the Recorder of Deeds Office at Instrument Number 200807142. A copy of the Sheriff's Deed is attached hereto as Exhibit "E."

16. As of June 26, 2008, the Defendant refuses to surrender the property to the Plaintiff despite its repeated requests to do so following the Sheriff's Sale.

17. Plaintiff avers that it is entitled to possession of the property pursuant to Pennsylvania law.

18. In order to bring this action the Plaintiff was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, requests that this Honorable Court:

- a) enter judgment for Green Tree and against the Defendant, and any one else claiming right to occupancy or possession under the Defendant, for possession of the Property; and

- b) authorize the Sheriff's removal and ejectment of the Defendant (or others) from the property located at 1220 Tree Farm Road, Curwensville, Pennsylvania 16833.



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

VERIFICATION

Erin P. Dyer, Esquire, on behalf of Green Tree Consumer Discount Company as its attorney deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing are true and correct to the best of his information and belief. He signs the Affidavit on behalf of the Plaintiff because the Plaintiff is outside this jurisdiction and, therefore, the Plaintiff's Verification cannot be timely obtained. Upon request, the Plaintiff will provide its Verification.



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

73429056

CONSECO FINANCE CONSUMER DISCOUNT COMPANY 105 BRADFORD RD SUITE 200 WEXFORD, PA 15090	COREY SWATSWORTH RR 1 CURWENSVILLE, PA 16833	Loan Number _____ Date <u>10/26/2001</u> Maturity Date <u>See ** Below</u> Loan Amount \$ <u>91202.96</u> Renewal Of <u>N/A</u>
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.		LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of NINETY ONE THOUSAND TWO HUNDRED TWO AND 96/100 Dollars \$ 91202.96

N/A **Single Advance:** I will receive all of this principal sum on N/A

No additional advances are contemplated under this note.

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

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

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

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

INTEREST: I agree to pay interest on the outstanding principal balance from the date of final advance, or 121 days after the date of the first disbursement, whichever comes first at the per annum rate(s) of 8.50%

until the principal balance is fully paid

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

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

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

N/A **Frequency and Timing:** The rate on this note may change as often as N/A
A change in the interest rate will take effect N/A

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

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

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

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

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

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

N/A at a rate equal to N/A

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

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

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

PAYMENTS: I agree to pay this note as follows:

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

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

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

XX **Installments:** I agree to pay this note as follows: In addition to the interest-only payments, if any, I agree to pay this note in 360 principal and interest payments. The first payment will be in the amount of \$ 701.27 and will be approximately 30 days from final disbursement. A payment of \$ 701.27 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due at the Maturity Date.

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

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

RR 1, CUSHINGVILLE, PA 16833

This loan is also secured by a 1st lien on the following: 2002 FLEETWOOD HOMES CAMPING - SER # ORDERED UNIT

PURPOSE: The purpose of this loan is consumer

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

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

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

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

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

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

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

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

If I purchase credit insurance or other elective product with the proceeds of this note, and such product is later cancelled and a refund owed, you will credit such refund against the principal balance of this note. This note is not made until all documentation relating to it has been received by, reviewed by, and accepted by the Lender.

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

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

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

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

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

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

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

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

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

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

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

"Right to receive money from you" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

any term, without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by applicable law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

INSURANCE: XX I am giving you a security interest in property to secure this loan. I understand that I must keep this property insured against loss, expense or damage due to fire, theft, collision or other such risks in the amounts you require. If I fail to do so, you are authorized to purchase insurance to protect your interest in the property, and may add the cost to the amount I owe you.

NOTICE

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

ADDITIONAL TERMS:

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

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

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3, AND 4). I have received a copy on today's date.

Signature _____ Date _____

Signature Corey Swanson Date 10/26/01

Signature _____ Date _____

Signature _____ Date _____

Signature for Lender

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

By: Ken Maedke Date 10/26/01

Its: LAND/HOME COORDINATOR Date 10/26/2001

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73 - 5713328
10/31/01

CONSECO FINANCE CONSUMER DISCOUNT COMPANY 105 BRADFORD RD SUITE 200 WEXFORD, PA 15090	COREY SWATSWORTH RR 1 CURENSVILLE, PA 16833	Loan Number Date 10/26/2001 Mat. Date SEE ** BELOW Loan Amount \$ 91202.96 Down Payment \$.00 ** Maturity date is 359 months after the first scheduled payment of principal & interest.
LENDER'S NAME AND ADDRESS	BORROWER'S NAME AND ADDRESS	

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

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed
9.67 %	\$ 170292.37	\$ 82164.83	\$ 252457.20	I <input checked="" type="checkbox"/> do <input type="checkbox"/> do not want an itemization.

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	701.27	MONTHLY BEGINNING <u>2/20/02</u> (e) <input checked="" type="checkbox"/> CS <input checked="" type="checkbox"/> ME

*If final disbursement does not occur within 120 days of the first disbursement, interest-only payments are due monthly on the amounts disbursed, beginning 121 days after the first disbursement, until the final disbursement date. Thereafter, the regularly scheduled payments of principal and interest will begin. (e)

N/A Demand: N/A This loan has a demand feature.N/A This loan is payable on demand and all disclosures are based on an assumed maturity of one year.N/A Variable Rate: (check one below)N/A My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.N/A The annual percentage rate may increase during the term of this transaction If N/AN/AAny increase will take the form of N/AIf the rate increases by N/A % in N/A, the N/A
will increase to N/A. The rate may not increase more often than once N/A,
and may not increase more than N/A % each N/A. The rate will not go above
N/A %.XX Security: I am giving a security interest in:XX the goods or property being purchased. 2002 FLEETWOOD HOMES OAKCREST, SER# ORDERED UNITN/A collateral securing other loans with you may also secure this loan.N/A my deposit accounts and other rights I may have to the payment of money from you.XX real property located at: RR 1, CURENSVILLE, PA 16833otherXX Late Charges: If a payment is late I will be charged 10.0% OF THE SCHEDULED INSTALLMENT AMOUNT, AFTER 10 DAYS.N/A Required Deposit: The annual percentage rate does not take into account my required deposit.Prepayment: If I pay off this loan early, I may will not have to pay a penalty. may will not be entitled to a refund of part of the finance charge.XX Assumption: Someone buying my house may, subject to conditions, be allowed to cannot assume the remainder of the mortgage on the original terms.

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

"e" means an estimate.

MAIL TO:

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

I certify this to be a true
and correct copy of the original

MAP # 126-611-000-00021

Commonwealth of Pennsylvania _____ Space Above This Line For Recording Data _____
GT-15-39-090 (1/01) **OPEN END MORTGAGE**

OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is OCTOBER 26, 2001 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: COREY SWATSWORTH

RR 1

CURWENSVILLE, PA 16833

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

LENDER: CONSECO FINANCÉ CONSUMER DISCOUNT
COMPANY
105 BRADFORD RD SUITE 200
WEXFORD, PA 15090

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

All of the property located at RR 1
in the City/Town/Village of CURWENSVILLE, County of CLEARFIELD,
State of PA, in which the borrower has an ownership, leasehold or other legal
interest. This property is more particularly described on the schedule titled
"Additional Property Description" which is attached hereto as Exhibit A, together
with a security interest in that certain 2002, 52 X 28, Fleetwood Oakcrest
mobile home, serial number ORDERED UNIT. The Mortgagor does hereby
authorize the Lender or its assigns to obtain a more detailed property description
after the Mortgagor has signed the Mortgage, and to attach Exhibit A after the
Mortgagor has signed the Mortgage.

EXHIBIT "B"

on the air or air to video
is right to video to video

The property is located in CLEARFIELD at

(County)

RR 1 , CURWENSVILLE , Pennsylvania 16833
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$..... 91202.96..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers names, note amounts, interest rates, maturity dates, etc.)
A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Buyers/Borrowers.
The above obligation is due and payable on the date 360 months after the date of final disbursement, if not paid earlier.
 - B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
 - C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
 - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

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

13. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

14. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand amounts incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

19. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured

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

22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for its sole benefit. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

23. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

24. WAIVERS. Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

Line of Credit The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

Construction Loan This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

Fixture Filing Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

Purchase Money This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

.....Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]

..... Condominium Rider Planned Unit Development Rider Other

.....Additional Terms.

SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Corey Swatsworth 10-26-01
(Signature) COREY SWATSWORTH (Date) (Signature) (Date)
.....
(Signature) (Date) (Signature) (Date)
Shane J. Hanes
(Witness) (Witness)

ACKNOWLEDGMENT:

COMMONWEALTH OF PA COUNTY OF Clearfield } ss.
(Individual) On this, the 24th day of OCTOBER, 2001, before me Melody J. Endress,
the undersigned officer, personally appeared
COREY SWATSWORTH,
known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

My commission expires
(Seal)

Notary Seal
Melody J. Endress, Notary Public
Logan Twp., Blair County
My Commission Expires Apr. 6, 2002

Member, Pennsylvania Association of Notary Officers

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

All that certain piece or parcel of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at an iron pin at the Northeast corner of the property herein described, said corner being on the boundary line of the tract of which this is a part and on the line of land now or formerly of Eulalia McClure and being also on the right of way of the Township Road Route No. T-261, thence by the land of Eulalia McClure aforementioned, South 46° 25' East, for a distance of 431.88 feet to an iron pin on an old stripping pile; thence leaving the line of Eulalia McClure and through the lands of Terry Caldwell of which this is a part, for a line, South 46° 00' West, for a distance of 212.0 feet to an iron pin; thence still, through the lands of Terry Caldwell of which this is a part, for a new line, North 46° 25' West, for a distance of 407.37 feet to an iron pin on the right of way of T.R. T-461, aforementioned; thence by the said T.R. T-461, North 45° 27' East, for a distance of 114.62 feet to a point; thence still by said T.R. T-461, North 32° 18' East, for a distance of 100.0 feet to an iron pin and the place of beginning.

Containing 2.00 acres.

Being Parcel I.D. #126-G11-000-00021.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

200117723

RECORDED ON

Nov 02, 2001

2:54:39 PM

Total Pages: 8

RECORDING FEES - \$21.00
RECORDER

COUNTY IMPROVEMENT \$1.00
FUND

RECORDER \$1.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$23.50

CUSTOMER
STRATFORD SETTLEMENTS

179580016

73429056

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

1,125

D20710054002470-001

PAFL122A846748C13

VEHICLE IDENTIFICATION NUMBER

2002

FLEETWOOD

57270647501-SH

YEAR

MAKE OF VEHICLE

TITLE NUMBER

MH

BODY TYPE

DUP

SEAT CAP

PRIOR TITLE STATE

ODOM. PROCD. DATE

EXEMPT

ODOM. MILES

ODOM. STATUS

3/27/02

DATE PA TITLED

3/27/02

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCVWR

TITLE BRANDS

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

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

ODOMETER DISCLOSURE EXEMPTED BY FEDERAL LAW

REGISTERED OWNER(S)

COREY SHATSWORTH
RD 3 BOX 65
CORNENSVILLE PA 16833

APR - 2 2002

FIRST LIEN FAVOR OF:

CONSECO FINANCE CORP

SECOND LIEN FAVOR OF:

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.

FIRST LIEN RELEASED

DATE

BY _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

SECOND LIEN RELEASED

DATE

BY _____ AUTHORIZED REPRESENTATIVE

CONSECO FINANCE CORP
4625 RIVERGREEN PKWY NW
DULUTH GA 30096

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

SUBSCRIBED AND SWORN
TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

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

If a co-purchaser other than your spouse is listed and you want the title to
be listed as "Joint Tenants With Right of Survivorship" (On death of one
owner, title goes to surviving owner.) CHECK HERE D. Otherwise, the title
will be issued as "Tenants in Common" (On death of one owner, interest of
deceased owner goes to his/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 The undersigned hereby makes application for Certificate of Title to the vehicle described
above, subject to the encumbrances and other legal claims set forth below.

SIGNATURE OF APPLICANT OR AU

SIGNATURE OF CO-APPLICANT/TITLE

STORE IN A SAFE PLACE - IF LOST

EXHIBIT "C"

TE ZIP

15432392

REAL ESTATE PROPERTY REPORT

FISERV LENDING SOLUTIONS

Date of Search 02/08/2008

Search As Of 02/05/2008

Code 1	Cost \$50.00
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Re
COREY SWATSWORTH AND AMANDA J.
SWATSWORTH, HIS WIFE,
AS TENANTS BY THE ENTIRETIES

1220 TREE FARM RD
CURWENSVILLE PA 16833-6933

County
CLEARFIELD

ASSESSMENT RECORD

Land: \$1,128.00
Building: \$9,922.00
Total Value: \$11,050.00
PARCEL: 126-G11-000-00021

DEED RECORD

Grantor: COREY SWATSWORTH AND
AMANDA J. SWATSWORTH, HIS WIFE

Grantee: COREY SWATSWORTH AND AMANDA J.
SWATSWORTH, HIS WIFE,
AS TENANTS BY THE ENTIRETIES

Dated: 05/27/2005

Recorded: 05/31/2005

DBV & Page: 200508004

Consideration: \$1.00

Legal Descriptions: All that certain property situated in the county of CLEARFIELD,
and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL
126-G11-000-00021 and being more fully described in a deed dated 05/27/2005, and
recorded 05/31/2005, among the land records of the county and state set forth above,
in 200508004

Grantor: PAMELA WILKINSON, ROGER SWATSWORTH,
JAMES SWATSWORTH, RENEE HARMON,
AND WILLIAM SWATSWORTH

Grantee: COREY SWATSWORTH

Dated: 09/21/1997

Recorded: 02/03/1999

DBV & Page: 199901671

Consideration: \$1.00

Legal Descriptions: All that certain property situated in the county of CLEARFIELD,
and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL
126-G11-000-00021 and being more fully described in a deed dated 09/21/1997, and
recorded 02/03/1999, among the land records of the county and state set forth above,
in 199901671

*** 1 MORTGAGE/DEED OF TRUST CONTAINED IN THIS REPORT ***

MORTGAGE/DEED OF TRUST

1st: CONSECO FINANCE CONSUMER DISCOUNT COMPANY; 105
BRADFORD RD SUITE 200, WEXFORD, PA 15090
Mortgagor: COREY SWATSWORTH
M.B. Vol & Page: 200117723
Dated: 10/26/2001 Recorded: 11/02/2001
Amount: \$91,202.96 Future Advance: Yes
MATURITY DATE: 10/26/2031

TAX RECORD

*** PLEA

NOTICE: THE FOLLOWING INFORMATION IS PROVIDED
FOR INSURANCE PURPOSES ONLY. THIS INFORMATION IS NOT INTENDED
TO BE KEPT CONFIDENTIAL. PROFESSIONAL
SERVICES SHOULD BE TERMINATED UPON THE SALE, RENEWAL, OR AS

COPY ***

OPINION OF TITLE, TITLE GUARANTEE OR TITLE
POLICY IS NOT PROVIDED. IT IS RECOMMENDED THAT THE INFORMATION
NOT EXCEED A MAXIMUM OF \$25,000, AND LIABILITY WILL

EXHIBIT "D"

REAL ESTATE PROPERTY REPORT
FISERV LENDING SOLUTIONS

Date of Search	02/08/2008
Search As Of	02/05/2008

Code	1	Cost	PAGE: 2
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Re
 COREY SWATSWORTH AND AMANDA J.
 SWATSWORTH, HIS WIFE,
 AS TENANTS BY THE ENTIRETIES

1220 TREE FARM RD.
 CURWENSVILLE PA 16833-6933

County
 CLEARFIELD

TAX ID# 126-G11-000-00021

TAX REMARKS: 2007 REAL ESTATE TAXES ARE DELINQUENT IN THE AMOUNT OF \$1,121.11

SIGNATURE REQUIREMENTS

SIGNATURE REQUIREMENTS: COREY SWATSWORTH AND AMANDA J. SWATSWORTH, HIS WIFE, AS
 TENANTS BY THE ENTIRETIES

JUDGMENT RECORD

TYPE: MORTGAGE FORECLOSURE

RECORDED DATE: 10/02/2007

CASE NO: 2007-01609-CD

AGAINST: COREY SWATSWORTH AND AMANDA J. SWATSWORTH

IN FAVOR OF: GREEN TREE CONSUMER DISCOUNT COMPANY, CONSECO FINANCE CONSUMER

DISCOUNT COMPANY

AMOUNT: \$.00

SECURED TRANSACTION

NONE

***** PLEASE RETAIN FAX AS YOUR ORIGINAL COPY *****

NOTICE: THE FOLLOWING INFORMATION IS PROVIDED FROM RESEARCHING PUBLIC RECORDS AND SHOULD NOT BE CONSIDERED AS AN OPINION OF TITLE, TITLE GUARANTEE OR TITLE INSURANCE POLICY. THIS INFORMATION IS NOT INTENDED NOR SHOULD IT BE CONSTRUED TO CREATE ANY RIGHTS IN ANY THIRD PARTY. IT IS RECOMMENDED THAT THE INFORMATION REPORTED BE KEPT CONFIDENTIAL. PROFESSIONAL LIABILITY FOR ERRORS AND OMISSIONS ASSOCIATED WITH THIS REPORT WILL BE LIMITED TO A MAXIMUM OF \$25,000, AND LIABILITY WILL BE TERMINATED UPON THE SALE, RENEWAL, OR ASSIGNMENT OF THIS LOAN.

CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 41137

Instrument Number - 200807142

Recorded On 5/13/2008 At 2:48:18 PM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 185531

* Grantor - CLEARFIELD CO SHERIFF

* Grantee - GREEN TREE CONSUMER DISCOUNT COMPANY

* Customer - CLEARFIELD CO SHERIFF

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$29.00

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



Maurene E. Inlow

Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk

I may not be reflected on this page.

EXHIBIT "E"

COPY

Know all Men by these Presents,

That I, **Chester A. Hawkins**, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$50,000.00 plus costs, to me in hand, do hereby grant and convey to **GREEN TREE CONSUMER DISCOUNT COMPANY**, the following described property, to wit:

LONG PROPERTY DESCRIPTION

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

BEGINNING at an iron pin at the Northeast corner of the property herein described, said corner being on the boundary line of the tract of which this is a part and on the line of land now or formerly of Eulalia McClure and being also on the right of way of the Township Road Route No. T-261; thence by the land of Eulalia McClure aforementioned, South 46° 25' East, for a distance of 431.88 feet to an iron pin on an old stripping pile; thence leaving the line of Eulalia McClure and through the lands of Terry Caldwell of which this is a part, for a line, South 46° 00' West, for a distance of 212.0 feet to an iron pin; thence still, through the lands of Terry Caldwell of which this is a part, for a new line, North 46° 25' West, for a distance of 407.37 feet to and iron pin on the right of way of Township Road Route T-461, aforementioned; thence by the said Township Road Route T-461, North 45° 27' East, for a distance of 114.62 feet to a point; thence still by said Township Road Route T-461, North 32° 18' East, for a distance of 100.0 feet to an iron pin and the place of beginning.

Containing 2.00 acres.

BEING the same premises conveyed to **COREY SWATSWORTH** and **AMANDA J. SWATSWORTH**, his wife, by Deed of Corey Swatsworth and Amanda J. Swatsworth, his wife, dated May 27, 2005, and recorded on May 31, 2005, in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania at Instrument Number 200508004.

Being Parcel I.D. # 126-G11-000-00021.

SEIZED, taken in execution and sold as the property of **COREY SWATSWORTH AND AMANDA J. SWATSWORTH**, at the suit of **GREEN TREE CONSUMER DISCOUNT COMPANY F/K/A CONSECO FINANCE CONSUMER DISCOUNT COMPANY**. JUDGMENT NO. 07-1609-CD

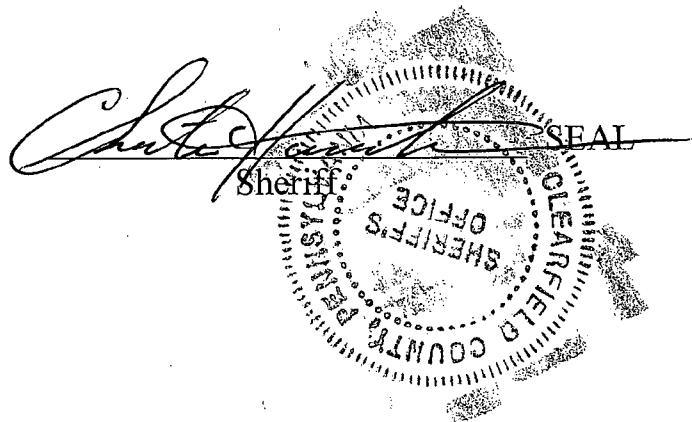
Now, May 13, 2008 the said having been sold by me to the said grantee on April 04, 2008 after due advertisement according to law, under and by virtue of writ of execution issued on January 25, 2008 out of the Court of Common Pleas of said County of Clearfield as of case number 07-1609-CD at the suit of

GREEN TREE CONSUMER DISCOUNT COMPANY, F/K/A CONSECO FINANCE
CONSUMER DISCOUNT COMPANY

against

COREY SWATSWORTH AND AMANDA J. SWATSWORTH

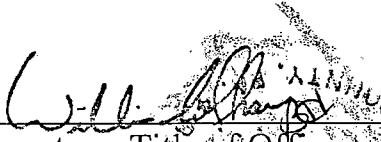
IN WITNESS WHEREOF, I have hereunto affixed by signature the day May 13, 2008



State of Pennsylvania
County of Clearfield

On May 13, 2008 before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me, (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity reinstated and for the purposes therein contained.

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

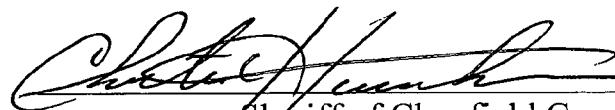


Prothonotary, Title of Officer

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

CERTIFICATE OF RESIDENCE

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



Sheriff of Clearfield County

GREEN TREE CONSUMER DISCOUNT COMPANY
3 EXECUTIVE PARK DRIVE, SUITE 14
BEDFORD, NH 03110

Deed - P.D.U.

No.

Ches ter A. Haw kins
High Sheriff of Clearfield County
TO

GREEN TREE CONSUMER DISCOUNT COMPANY
3 EXECUTIVE PARK DRIVE, SUITE 14
BEDFORD, NH 03110

S H E R I F F D E E D

Dated May 13, 2008

For \$50,000.00 + COSTS

Sold as the property of

COREY SWATSWORTH AND AMANDA J. SWATSWORTH

Sold on 07-1609-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1216-CD

GREEN TREE CONSUMER DISCOUNT COMPANY
vs
COREY SWATSWORTH

SERVICE # 1 OF 1

COMPLAINT IN EJECTMENT

SERVE BY: 08/01/2008

HEARING:

PAGE: 104365

DEFENDANT: COREY SWATSWORTH
ADDRESS: 1220 TREE FARM ROAD
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT or OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

7-10-08-2:35 PM -N/A 7-21-08-2:35 PM -N/A
7-18-08-11:16 AM M/F 7-22-08-2:17 PM -N/A

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN EJECTMENT ON COREY SWATSWORTH, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN EJECTMENT FOR COREY SWATSWORTH

AT (ADDRESS) _____

NOW 7-22-08 AT 2:17 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO COREY SWATSWORTH

REASON UNABLE TO LOCATE

Never Home - Left Notes - No Response

SWORN TO BEFORE ME THIS

____ DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis

Deputy Signature

James E. Davis

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount CIVIL DIVISION
Company,

Plaintiff,

No. 2008-1216-CD

v.

Corey Swatsworth,

Complaint in Ejectment

Defendant.

Filed on Behalf of the Plaintiff:
Green Tree Consumer Discount
Company

Counsel of Record for This Party:
Erin P. Dyer, Esquire
PA ID Number: 52748
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

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

JUL 02 2008

Attest.

William J. Dyer
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
)
Plaintiff,) No.
)
v.)
)
Corey Swatsworth,) Complaint in Ejectment
)
Defendant.

NOTICE

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

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount)	CIVIL DIVISION
Company,)	
)	
Plaintiff,)	No.
)	
v.)	
)	
Corey Swatsworth,)	
)	
Defendant.)	
)	

COMPLAINT IN EJECTMENT

AND NOW, comes Green Tree Consumer Discount Company by and through its Attorney, Erin P. Dyer, and files its Complaint in Ejectment and in support thereof avers as follows:

1. Green Tree Consumer Discount Company (the "Plaintiff") is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has a principal place of business located at 3 Executive Park Drive, Suite 14, Bedford, New Hampshire 03110.
2. Corey Swatsworth (the "Defendant") is an adult individual whose last known address is 1220 Tree Farm Road, Curwensville, Pennsylvania 16833.
3. On or about October 26, 2001, in consideration of a loan in the amount of \$91,202.96, the Defendant executed and delivered a Universal Note (the "Note") payable to Conseco Finance Consumer Discount Company ("Conseco"). A copy of the Note is attached hereto as Exhibit "A."

4. On October 26, 2001, contemporaneously with the execution of the Note and in order to secure payment of the same, Defendant executed and delivered to Conseco a certain real estate mortgage (the "Mortgage") which is recorded in the Recorder of Deeds Office of this County at Instrument Number 200117723, conveying a first lien on the subject premises to Conseco. A copy of the Mortgage is attached hereto as Exhibit "B."

5. Neither the Note nor Mortgage were assigned.

6. In addition to the real estate secured by the Mortgage, the Defendant also pledged to Conseco a 2002 Fleetwood Mobile Home, Serial Number PAFL122A8496740C13, as secured collateral for payment of the loan. The Mobile Home is situated upon the real estate subject to the Mortgage.

7. Conseco recorded a first lien on the Certificate of Title for the Mobile Home with the Bureau of Motor Vehicles for Pennsylvania's Department of Transportation. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "C."

8. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the name of the corporation became Green Tree Consumer Discount Company, the Plaintiff herein.

9. The Defendant failed to tender timely monthly installment payments to the Plaintiff pursuant to the terms of the Note and Mortgage beginning with the payment due on July 10, 2007.

10. The Plaintiff initiated foreclosure proceedings against the Defendant as a result of the Defendant's default and failure to cure the delinquent payments.

11. On January 25, 2008, the Prothonotary entered judgment against the Defendant and issued a Writ of Execution for the Defendant's property.

12. The Plaintiff directed the Sheriff to execute upon the Writ and sell the Defendant's property in order to satisfy the judgment.

13. The Plaintiff commissioned a title abstract prior to the Sheriff's Sale in order to substantiate its claim to possess an interest in the property. A copy of the title abstract is attached hereto as Exhibit "D."

14. On April 4, 2008, the Sheriff sold the Defendant's property to the Plaintiff.

15. On May 13, 2008, the Sheriff recorded his deed conveying the property to the Plaintiff in the Recorder of Deeds Office at Instrument Number 200807142. A copy of the Sheriff's Deed is attached hereto as Exhibit "E."

16. As of June 26, 2008, the Defendant refuses to surrender the property to the Plaintiff despite its repeated requests to do so following the Sheriff's Sale.

17. Plaintiff avers that it is entitled to possession of the property pursuant to Pennsylvania law.

18. In order to bring this action the Plaintiff was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, requests that this Honorable Court:

- a) enter judgment for Green Tree and against the Defendant, and any one else claiming right to occupancy or possession under the Defendant, for possession of the Property; and

- b) authorize the Sheriff's removal and ejectment of the Defendant (or others) from the property located at 1220 Tree Farm Road, Curwensville, Pennsylvania 16833.



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

VERIFICATION

Erin P. Dyer, Esquire, on behalf of Green Tree Consumer Discount Company as its attorney deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing are true and correct to the best of his information and belief. He signs the Affidavit on behalf of the Plaintiff because the Plaintiff is outside this jurisdiction and, therefore, the Plaintiff's Verification cannot be timely obtained. Upon request, the Plaintiff will provide its Verification.



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

73429056

CONSECO FINANCE CONSUMER DISCOUNT COMPANY 105 BRADFORD RD SUITE 200 WEXFORD, PA 15090	COREY SWATSWORTH RR 1 CURWENSVILLE, PA 16833	Loan Number _____ Date <u>10/26/2001</u> Maturity Date <u>See ** Below</u> Loan Amount \$ <u>91202.96</u> Renewal Of <u>N/A</u>
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.		LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of NINETY ONE THOUSAND TWO HUNDRED TWO AND 96/100 Dollars \$ 91202.96

N/A **Single Advance:** I will receive all of this principal sum on N/A

No additional advances are contemplated under this note.

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

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

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

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

INTEREST: I agree to pay interest on the outstanding principal balance from the date of final advance, or 121 days after the date of the first disbursement, whichever comes first at the per annum rate(s) of 8.50%

until the principal balance is fully paid

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

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

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

N/A **Frequency and Timing:** The rate on this note may change as often as N/A
A change in the interest rate will take effect N/A

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

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
N/A The amount of each scheduled payment will change. N/A The amount of the final payment will change.
N/A N/A

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

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

XX on the same fixed or variable rate basis in effect before maturity (as indicated above).
N/A at a rate equal to N/A

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

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

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

PAYMENTS: I agree to pay this note as follows:

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

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

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

XX **Installments:** I agree to pay this note as follows: In addition to the interest-only payments, if any, I agree to pay this note in 360 principal and interest payments. The first payment will be in the amount of \$ 701.27 and will be due approximately 30 days from final disbursement. A payment of \$ 701.27 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due at the Maturity Date.

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

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

SR 1, CONVERSEVILLE, PA 16833

This loan is also secured by a 1st lien on the following: 2002 FLEETWOOD HOMES OWNERSHIP - SER # ORDERED UNIT

PURPOSE: The purpose of this loan is consumer

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

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

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

. Partial

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

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

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

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

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

If I purchase credit insurance or other elective product with the proceeds of this note, and such product is later cancelled and a refund owed, you will credit such refund against the principal balance of this note. This note is not made until all documentation relating to it has been received by, reviewed by, and accepted by the Lender.

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

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

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

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

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

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

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

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

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

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

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

"Right to receive money from you" means:

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

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

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

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

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

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

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

73429056
REMEDIES: If I am in default on this note you have, subject to any notice requirements or other limitations of applicable law, but are not limited to, the following remedies:

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

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

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

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

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

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

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

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

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

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

any term, without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by applicable law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

INSURANCE: XX I am giving you a security interest in property to secure this loan. I understand that I must keep this property insured against loss, expense or damage due to fire, theft, collision or other such risks in the amounts you require. If I fail to do so, you are authorized to purchase insurance to protect your interest in the property, and may add the cost to the amount I owe you.

NOTICE

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

ADDITIONAL TERMS:

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

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

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3, AND 4). I have received a copy on today's date.

Signature _____ Date _____

Corey Swanson 10/26/01 Signature: Corey Swanson Date: 10/26/01

Signature _____ Date _____

Signature _____ Date _____

Signature for Lender

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

By: *Steve Raesman* 10/26/01 Its: LAND/HOME COORDINATOR Date: 10/26/2001
Signature Date

73429056
73 - 5713328
10/31/01

CONSECO FINANCE CONSUMER DISCOUNT COMPANY 105 BRADFORD RD SUITE 200 WEXFORD, PA 15090	COREY SWATSWORTH RR 1 CURWENSVILLE, PA 16833	Loan Number Date <u>10/26/2001</u> Mat. Date <u>SEE ** BELOW</u> Loan Amount \$ <u>91202.96</u> Down Payment \$ <u>.00</u> ** Maturity date is 359 months after the first scheduled payment of principal & interest.
LENDER'S NAME AND ADDRESS	BORROWER'S NAME AND ADDRESS	

TRUTH-IN-LENDING DISCLOSURES

"I" MEANS THE BORROWER AND "YOU" MEANS THE LENDER

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed
9.67 %	\$ 170292.37	\$ 82164.83	\$ 252457.20	I <input checked="" type="checkbox"/> do <input type="checkbox"/> do not want an itemization.

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	701.27	MONTHLY BEGINNING <u>2/20/02</u> (e) <input checked="" type="checkbox"/> CS <input checked="" type="checkbox"/> ME

*If final disbursement does not occur within 120 days of the first disbursement, interest-only payments are due monthly on the amounts disbursed, beginning 121 days after the first disbursement, until the final disbursement date. Thereafter, the regularly scheduled payments of principal and interest will begin. (e)

N/A Demand: N/A This loan has a demand feature.N/A This loan is payable on demand and all disclosures are based on an assumed maturity of one year.N/A Variable Rate: (check one below)N/A My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.N/A The annual percentage rate may increase during the term of this transaction if N/AN/AN/AAny increase will take the form of N/AIf the rate increases by N/A % in N/A, the N/Awill increase to N/A. The rate may not increase more often than once N/Aand may not increase more than N/A % each N/A. The rate will not go aboveN/A %XX Security: I am giving a security interest in:XX the goods or property being purchased. 2002 FLEETWOOD HOMES OAKCREST, SER# ORDERED UNITN/A collateral securing other loans with you may also secure this loan.N/A my deposit accounts and other rights I may have to the payment of money from you.XX real property located at: RR 1, CURWENSVILLE, PA 16833

other

XX Late Charges: If a payment is late I will be charged 10.0% OF THE SCHEDULED INSTALLMENT AMOUNT, AFTER 10 DAYS.N/A Required Deposit: The annual percentage rate does not take into account my required deposit.Prepayment: If I pay off this loan early, I XX may will not have to pay a penalty.XX Assumption: Someone buying my house XX may, subject to conditions, be allowed to cannot assume the remainder of the mortgage on the original terms.

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

"e" means an estimate.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life	.00	0
Credit Disability	.00	0
Joint Credit Life	.00	0
N/A	N/A	N/A

I N/A do N/A do not want credit life insurance.
 N/A DOB

I N/A do N/A do not want credit disability insurance.
 N/A DOB

I N/A do N/A do not want joint credit life insurance.
 N/A DOB

X DOB
 I N/A do N/A do not want N/A Insurance.
 X

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay

\$ N/A for N/A of coverage.

FLOOD INSURANCE - Flood insurance is is not required. I may obtain flood insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay

\$ N/A for N/A of coverage.

ITEMIZATION OF AMOUNT FINANCED

Amount given to me directly \$ -----

Amount paid on my (loan) account \$ -----

\$ -----

AMOUNTS PAID TO OTHERS ON MY BEHALF:

Insurance Companies \$ -----

Public Officials \$ -----

** See HUD 1-A for Itemization \$ -----

\$ -----

\$ -----

\$ -----

\$ -----

\$ -----

\$ -----

\$ -----

\$ -----

\$ -----

\$ -----

\$ -----

(less) PREPAID FINANCE CHARGE(S) \$ -----

Amount Financed \$ -----

(Add all items financed and subtract prepaid finance charges.)

*Lender and/or its affiliates may receive commissions or other compensation from businesses to whom these charges are due.

BY SIGNING BELOW - I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE ON THE DATE INDICATED ON PAGE 1.

X Corey Swatsworth 10/26/01
 COREY SWATSWORTH DATE

X

DATE

X _____

X _____

MAIL TO:

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

*I certify this to be a true
and correct copy of the original*

MAP # 126-611-000-00021

Commonwealth of Pennsylvania _____ Space Above This Line For Recording Data _____
GT-15-39-090 (1/01)

OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is OCTOBER 26, 2001.....
and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: COREY SWATSWORTH

RR 1

CURWENSVILLE, PA 16833

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

LENDER: CONSECO FINANCE CONSUMER DISCOUNT
COMPANY
105 BRADFORD RD SUITE 200
WEXFORD, PA 15090

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is
acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this
Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described
property:

All of the property located at RR 1
in the City/Town/Village of CURWENSVILLE, County of CLEARFIELD,
State of PA, in which the borrower has an ownership, leasehold or other legal
interest. This property is more particularly described on the schedule titled
"Additional Property Description" which is attached hereto as Exhibit A, togeather,
with ~~an~~ security interest in that certain 2002, 52 X 28, Fleetwood Oakcrest
mobile home, serial number ORDERED UNIT. The Mortgagor does hereby
authorize the Lender or its assigns to obtain a more detailed property description
after the Mortgagor has signed the Mortgage, and to attach Exhibit A after the
Mortgagor has signed the Mortgage.

Grant is set at eight years
Interest will be quoted to nearest tenth

The property is located in CLEARFIELD at

(County)

RR 1 CURWENSVILLE Pennsylvania 16833

(Address)

(City)

(ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$.....91202.96..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers names, note amounts, interest rates, maturity dates, etc.)

A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Buyers/Borrowers.

The above obligation is due and payable on the date 360 months after the date of final disbursement, if not paid earlier.
 - B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
 - C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
 - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

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

13. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

14. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand amounts incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

16. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

19. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

21. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured

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

22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for its sole benefit. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

23. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

24. WAIVERS. Except to the extent prohibited by law, Mortgagor waives any right to appraisement relating to the Property.

25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now, or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

Purchase Money. This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

.....Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]
..... Condominium Rider Planned Unit Development Rider Other

..... Additional Terms.

SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

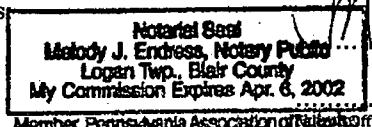
Corey Swatsworth 10-26-01
(Signature) COREY SWATSWORTH (Date) (Signature) (Date)
.....
(Signature) (Date) (Signature) (Date)
Rhonda J. Hanes
(Witness) (Witness)

ACKNOWLEDGMENT:

COMMONWEALTH OF PA COUNTY OF Clearfield } ss.
(Individual) On this, the 26 day of OCTOBER, 2001 , before me Melody J. Endress ,
the undersigned officer, personally appeared
COREY SWATSWORTH
known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within
instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

My commission expires
(Seal)



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

Lisa MacDonald

All that certain piece or parcel of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at an iron pin at the Northeast corner of the property herein described, said corner being on the boundary line of the tract of which this is a part and on the line of land now or formerly of Eulalia McClure and being also on the right of way of the Township Road Route No. T-261, thence by the land of Eulalia McClure aforementioned, South 46° 25' East, for a distance of 431.88 feet to an iron pin on an old stripping pile; thence leaving the line of Eulalia McClure and through the lands of Terry Caldwell of which this is a part, for a line, South 46° 00' West, for a distance of 212.0 feet to an iron pin; thence still, through the lands of Terry Caldwell of which this is a part, for a new line, North 46° 25' West, for a distance of 407.37 feet to an iron pin on the right of way of T.R. T-461, aforementioned; thence by the said T.R. T-461, North 45° 27' East, for a distance of 114.62 feet to a point; thence still by said T.R. T-461, North 32° 18' East, for a distance of 100.0 feet to an iron pin and the place of beginning.

Containing 2.00 acres.

Being Parcel I.D. #126-G11-000-00021.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200117723

RECORDED ON
Nov 02, 2001

2:54:39 PM
Total Pages: 8

RECORDING FEES - \$21.00
RECORDER

COUNTY IMPROVEMENT \$1.00
FUND

RECORDER \$1.00
IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$23.50

CUSTOMER
STRATFORD SETTLEMENTS

179580006

73429056

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

1,125

020710054802470-001

PAFL122ABV3L74BC13
VEHICLE IDENTIFICATION NUMBER2002 | FLEETWOOD
YEAR | MAKE OF VEHICLE57270647501 SH
TITLE NUMBER

MI	BODY TYPE	DUP	SEAT CAP	PRIOR TITLE STATE	3/27/02	EXEMPT	4
					ODOM. PROCD. DATE	ODOM. MILES	ODOM. STATUS
					GWRR	GWRR	TITLE BRANDS

3/27/02
DATE PA TITLED3/27/02
DATE OF ISSUE

UNLADEN WEIGHT

TITLE BRANDS

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

TITLE BRANDS
 A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = CONVERSION VEHICLE
 F = OUT OF COUNTRY
 G = ORIGINALLY MFSD. FOR NON-U.S. 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 REISSUED VIN
 W = FLOOD VEHICLE
 X = IS/WAS A TAXI

ODOMETER DISCLOSURE EXEMPTIONS UNDER FEDERAL LAW

REGISTERED OWNER(S)

COREY SHATSWORTH
RD 1 BOX 65
CURWENSVILLE PA 16833

Department of Transportation

APR - 2 2002

FIRST LIEN FAVOR OF:

CONSECO FINANCE CORP

SECOND LIEN FAVOR OF:

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.

FIRST LIEN RELEASED

DATE

BY _____

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

SECOND LIEN RELEASED

DATE

BY _____

AUTHORIZED REPRESENTATIVE

CONSECO FINANCE CORP
4625 RIVERGREEN PKWY NW
DULUTH GA 30096



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

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

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

SIGNATURE OF APPLICANT OR AU

TE ZIP

SIGNATURE OF CO-APPLICANT/TITLE OF

STORE IN A SAFE PLACE - IF IT

EXHIBIT "C"

REAL ESTATE PROPERTY REPORT

FISERV LENDING SOLUTIONS

Date of Search 02/08/2008

Search As Of 02/05/2008

Code 1	Cost \$50.00
--------	--------------

Re
COREY SWATSWORTH AND AMANDA J.
SWATSWORTH, HIS WIFE,
AS TENANTS BY THE ENTIRETIES

1220 TREE FARM RD.
CURWENSVILLE PA 16833-6933

County
CLEARFIELD

ASSESSMENT RECORD

Land: \$1,128.00

Building: \$9,922.00

Total Value: \$11,050.00

PARCEL: 126-G11-000-00021

DEED RECORD

Grantor: COREY SWATSWORTH AND
AMANDA J. SWATSWORTH, HIS WIFE

Grantee: COREY SWATSWORTH AND AMANDA J.
SWATSWORTH, HIS WIFE,
AS TENANTS BY THE ENTIRETIES

Dated: 05/27/2005

Recorded: 05/31/2005

DBV & Page: 200508004

Consideration: \$1.00

Legal Descriptions: All that certain property situated in the county of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL 126-G11-000-00021 and being more fully described in a deed dated 05/27/2005, and recorded 05/31/2005, among the land records of the county and state set forth above, in 200508004

Grantor: PAMELA WILKINSON, ROGER SWATSWORTH, JAMES SWATSWORTH, RENEE HARMON, AND WILLIAM SWATSWORTH

Grantee: COREY SWATSWORTH

Dated: 09/21/1997

Recorded: 02/03/1999

DBV & Page: 199901671

Consideration: \$1.00

Legal Descriptions: All that certain property situated in the county of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL 126-G11-000-00021 and being more fully described in a deed dated 09/21/1997, and recorded 02/03/1999, among the land records of the county and state set forth above, in 199901671

*** 1 MORTGAGE/DEED OF TRUST CONTAINED IN THIS REPORT ***

MORTGAGE/DEED OF TRUST

1st: CONSECO FINANCE CONSUMER DISCOUNT COMPANY; 105
BRADFORD RD SUITE 200, WEXFORD, PA 15090

Mortgagor: COREY SWATSWORTH

M.B. Vol & Page: 200117723

Dated: 10/26/2001 Recorded: 11/02/2001

Amount: \$91,202.96 Future Advance: Yes

MATURITY DATE: 10/26/2031

TAX RECORD

*** PLEA:

NOTICE: THE FOLLOWING INFORMATION IS PROVIDED
INSURANCE POLICY. THIS INFORMATION IS NOT BEING
REPORTED BEING KEPT CONFIDENTIAL. PROFESSIONAL
BE TERMINATED UPON THE SALE, RENEWAL, OR AS

COPY ***

OPINION OF TITLE, TITLE GUARANTEE OR TITLE
Y. IT IS RECOMMENDED THAT THE INFORMATION
LIMITED TO A MAXIMUM OF \$25,000, AND LIABILITY WILL

EXHIBIT "D"

REAL ESTATE PROPERTY REPORT

FISERV LENDING SOLUTIONS

Date of Search	02/08/2008
Search As Of	02/05/2008
Code 1	Cost PAGE: 2

Re
COREY SWATSWORTH AND AMANDA J.
SWATSWORTH, HIS WIFE,
AS TENANTS BY THE ENTIRETIES

1220 TREE FARM RD.
CURWENSVILLE PA 16833-6933

County
CLEARFIELD

TAX ID# 126-G11-000-00021

TAX REMARKS: 2007 REAL ESTATE TAXES ARE DELINQUENT IN THE AMOUNT OF \$1,121.11

SIGNATURE REQUIREMENTS

SIGNATURE REQUIREMENTS: COREY SWATSWORTH AND AMANDA J. SWATSWORTH, HIS WIFE, AS
TENANTS BY THE ENTIRETIES

JUDGMENT RECORD

TYPE: MORTGAGE FORECLOSURE
RECORDED DATE: 10/02/2007
CASE NO: 2007-01609-CD
AGAINST: COREY SWATSWORTH AND AMANDA J. SWATSWORTH
IN FAVOR OF: GREEN TREE CONSUMER DISCOUNT COMPANY, CONSECO FINANCE CONSUMER
DISCOUNT COMPANY
AMOUNT: \$.00

SECURED TRANSACTION

NONE

*** PLEASE RETAIN FAX AS YOUR ORIGINAL COPY ***

NOTICE: THE FOLLOWING INFORMATION IS PROVIDED FROM RESEARCHING PUBLIC RECORDS AND SHOULD NOT BE CONSIDERED AS AN OPINION OF TITLE, TITLE GUARANTEE OR TITLE INSURANCE POLICY. THIS INFORMATION IS NOT INTENDED NOR SHOULD IT BE CONSTRUED TO CREATE ANY RIGHTS IN ANY THIRD PARTY. IT IS RECOMMENDED THAT THE INFORMATION REPORTED BE KEPT CONFIDENTIAL. PROFESSIONAL LIABILITY FOR ERRORS AND OMISSIONS ASSOCIATED WITH THIS REPORT WILL BE LIMITED TO A MAXIMUM OF \$25,000, AND LIABILITY WILL BE TERMINATED UPON THE SALE, RENEWAL, OR ASSIGNMENT OF THIS LOAN.

CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 41137

Instrument Number - 200807142

Recorded On 5/13/2008 At 2:48:18 PM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 185531

* Grantor - CLEARFIELD CO SHERIFF

* Grantee - GREEN TREE CONSUMER DISCOUNT COMPANY

* Customer - CLEARFIELD CO SHERIFF

***RETURN DOCUMENT TO:**

CLEARFIELD CO SHERIFF

***FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$29.00

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



Maurene E. Inlow

Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk

I may not be reflected on this page.

EXHIBIT "E"

COPY

Know all Men by these Presents,

That I, **Chester A. Hawkins**, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$50,000.00 plus costs, to me in hand, do hereby grant and convey to **GREEN TREE CONSUMER DISCOUNT COMPANY**, the following described property, to wit:

LONG PROPERTY DESCRIPTION

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

BEGINNING at an iron pin at the Northeast corner of the property herein described, said corner being on the boundary line of the tract of which this is a part and on the line of land now or formerly of Eulalia McClure and being also on the right of way of the Township Road Route No. T-261; thence by the land of Eulalia McClure aforementioned, South 46° 25' East, for a distance of 431.88 feet to an iron pin on an old stripping pile; thence leaving the line of Eulalia McClure and through the lands of Terry Caldwell of which this is a part, for a line, South 46° 00' West, for a distance of 212.0 feet to an iron pin; thence still, through the lands of Terry Caldwell of which this is a part, for a new line, North 46° 25' West, for a distance of 407.37 feet to an iron pin on the right of way of Township Road Route T-461, aforementioned; thence by the said Township Road Route T-461, North 45° 27' East, for a distance of 114.62 feet to a point; thence still by said Township Road Route T-461, North 32° 18' East, for a distance of 100.0 feet to an iron pin and the place of beginning.

Containing 2.00 acres.

BEING the same premises conveyed to **COREY SWATSWORTH** and **AMANDA J. SWATSWORTH**, his wife, by Deed of Corey Swatsworth and Amanda J. Swatsworth, his wife, dated May 27, 2005, and recorded on May 31, 2005, in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania at Instrument Number 200508004.

Being Parcel I.D. # 126-G11-000-00021.

SEIZED, taken in execution and sold as the property of **COREY SWATSWORTH AND AMANDA J. SWATSWORTH**, at the suit of **GREEN TREE CONSUMER DISCOUNT COMPANY F/K/A CONSECO FINANCE CONSUMER DISCOUNT COMPANY**. JUDGMENT NO. 07-1609-CD

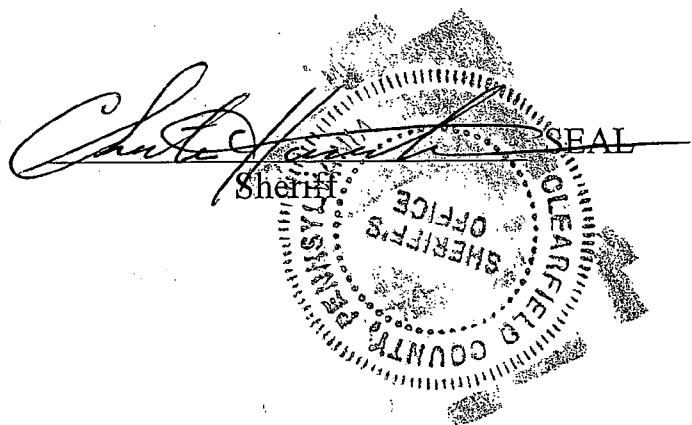
Now, May 13, 2008 the said having been sold by me to the said grantee on April 04, 2008 after due advertisement according to law, under and by virtue of writ of execution issued on January 25, 2008 out of the Court of Common Pleas of said County of Clearfield as of case number 07-1609-CD at the suit of

GREEN TREE CONSUMER DISCOUNT COMPANY, F/K/A CONSECO FINANCE
CONSUMER DISCOUNT COMPANY

against

COREY SWATSWORTH AND AMANDA J. SWATSWORTH

IN WITNESS WHEREOF, I have hereunto affixed by signature the day May 13, 2008



State of Pennsylvania
County of Clearfield

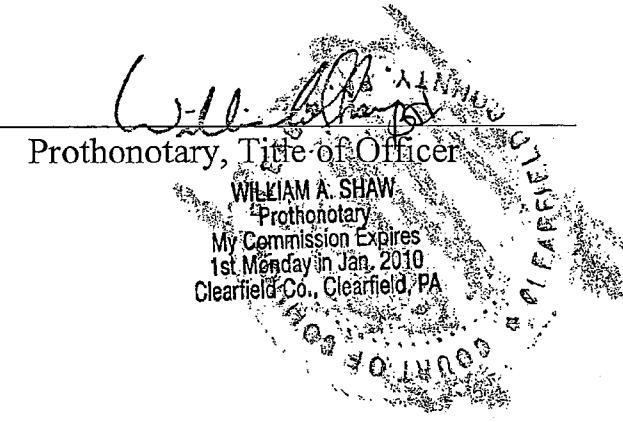
On May 13, 2008 before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me, (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity reinstated and for the purposes therein contained.

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



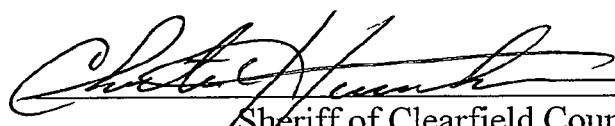
Prothonotary, Title of Officer

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



CERTIFICATE OF RESIDENCE

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



Sheriff of Clearfield County

GREEN TREE CONSUMER DISCOUNT COMPANY
3 EXECUTIVE PARK DRIVE, SUITE 14
BEDFORD, NH 03110

Deed - Poll.

No.

Chester A. Hawkins
High Sheriff of Clearfield County
TO

GREEN TREE CONSUMER DISCOUNT COMPANY
3 EXECUTIVE PARK DRIVE, SUITE 14
BEDFORD, NH 03110

SHERIFF DEED

Dated May 13, 2008

For \$50,000.00 + COSTS

Sold as the property of

COREY SWATSWORTH AND AMANDA J. SWATSWORTH

Sold on 07-1609-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104365
NO: 08-1216-CD
SERVICES 1
COMPLAINT IN EJECTMENT

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: COREY SWATSWORTH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	7210	10.00
SHERIFF HAWKINS	DYER	7210	42.08

FILED
013:30 pm
JUL 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 2008-1216-CD
v.)
Corey Swatsworth,)
Defendant.

FILED *cc
010108
AUG 20 2008*
Atty Dyer

William A. Shaw
Prothonotary/Clerk of Courts

610

ORDER FOR SERVICE

AND NOW, to wit, this 18th day of August, 2008, upon consideration of the Plaintiff's Motion for Service of Process Pursuant to Rule 430 of the Pennsylvania Rules of Civil Procedure and the within Affidavit of Erin P. Dyer, Attorney for Green Tree Consumer Discount Company, it appearing that a good faith investigation and effort to locate the Defendant has been made by Plaintiff, it is hereby:

ORDERED that service of the Complaint and any other pleadings in this case requiring personal service on the Defendant shall be made by:

Required (x) Not Required () Posting a copy of the Complaint and any other pleadings requiring personal service on the most public part of the property located at 1220 Tree Farm Road, Curwensville, Pennsylvania 16833;

Required (x) Not Required () Forwarding copies of the Complaint and any other pleadings requiring personal service via regular mail and certified mail (service complete upon mailing) to the Defendant's last known address located at 1220 Tree Farm Road, Curwensville, Pennsylvania 16833 (address of property) and/or;

Required Not Required Publication pursuant to Rule 430(b).

One time in The Progress (Clearfield) and one time in the Clearfield County Legal Journal.

BY THE COURT:



J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

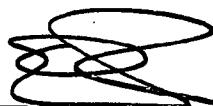
Green Tree Consumer Discount) No. 2008-1216-CD
Company,)
Plaintiff,)
v.)
Corey Swatsworth,)
Defendant.)

pd \$7.00 Atty
FILED 1CC Atty
m/12/45cm SEP - 2 2008 | reinstated
William A. Shaw Complainant to Shff
Prothonotary/Clerk of Courts

PRAECIPE TO REINSTATE COMPLAINT

To the Prothonotary:

Please reinstate the above-captioned Complaint in Ejectment.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1216-CD

GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
COREY SWATSWORTH

SERVICE # 1 OF 1

COMPLAINT IN EJECTMENT & ORDER

SERVE BY: 10/02/2008 HEARING: PAGE: 104602

DEFENDANT: COREY SWATSWORTH
ADDRESS: 1220 TREE FARM ROAD
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

O 2:32 P.M. GC
SEP 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN EJECTMENT & ORDER ON COREY SWATSWORTH, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW 9-9-08 AT 1:34 AM PM POSTED THE WITHIN

COMPLAINT IN EJECTMENT & ORDER FOR COREY SWATSWORTH

AT (ADDRESS) 1220 Tree Farm Road
Curwenville, Pa. 16833

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO COREY SWATSWORTH

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

James E. Davis

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GREEN TREE CONSUMER
DISCOUNT COMPANY,

No. 2008-1216-CD

Plaintiff,

v.

COREY SWATSWORTH,

Defendant.

Proof of Publication for Notice
of Complaint in Ejectment on
September 8, 2008, in the
Progressive Pursuant to Order of
Court

Filed on Behalf:
Green Tree Consumer Discount
Company

Counsel of Record for this Party:

Erin P. Dyer, Esquire
DYER LAW FIRM, P.C.
5743 Centre Avenue
Pittsburgh, PA 15206
412-361-1000
PA I.D. Number 52748

FILED NO CC
m 10:35 AM
SEP 11 2008 (6R)

William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

IN THE COURT
OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION
No. 2008-1216-CD

Complaint in Ejectment

Green Tree

Consumer Discount Company,

Plaintiff

v.

Corey Swatsworth,

Defendant

NOTICE

TO: COREY SWATSWORTH,
Defendant

You are named as a Defendant in
this Civil Action in Ejectment filed in
the Court of Common Pleas of
Clearfield County, Pennsylvania.
This civil action was filed on behalf of
Green Tree Consumer Discount
Company to secure physical pos-
session of property located in ~~Pike~~

Township at 1220 Tree Farm
Road, Curwensville, Pennsylvania
16833. Green Tree is the current
title owner of record for this proper-
ty following a Sheriff's Sale on April
4, 2008, and the subsequent re-
cording of a Sheriff's Deed on May
13, 2008, in the Office of the Re-
corder of Deeds for Clearfield
County at Instrument Number
200807142.

You are hereby notified to plead to
the Complaint in this Civil Action
within 20 days from the date of pub-
lication of this Notice or judgment
will be entered against you.

If you wish to defend, you must
enter a written appearance personally
or by attorney and file your de-
fenses or objections in writing with
the court. You are warned that if
you fail to do so the case may pro-
ceed against you and judgment
may be entered against you without
further notice for the relief re-
quested by the Plaintiff. You may
lose money or property or other
rights important to you.

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

David S. Meholic
Court Administrator

Clearfield County Courthouse

230 E. Market Street

Clearfield, PA 16830

(814) 765-2641, Ext. 5982

Attorney for Plaintiff

Erin P. Dyer, Esquire

PAID Number: 52748

5743 Centre Avenue

Pittsburgh, PA 15206

(412) 361-1000

9-2-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA

SS:

COUNTY OF CLEARFIELD

On this 4th day of September, A.D. 20 08,
before me, the subscriber, a Notary Public in and for said County and
State, personally appeared Margaret E. Krebs, who being duly sworn
according to law, deposes and says that she is the President of The
Progressive Publishing Company, Inc., and Associate Publisher of The
Progress, a daily newspaper published at Clearfield, in the County of
Clearfield and State of Pennsylvania, and established April 5, 1913, and
that the annexed is a true copy of a notice or advertisement published in
said publication in

the regular issues of September 2, 2008.
And that the affiant is not interested in the subject matter of the notice or
advertising, and that all of the allegations of this statement as to the time,
place, and character of publication are true.

Margaret E. Krebs

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public
Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Cheryl J. Robison, Notary Public

Clearfield Boro, Clearfield County

My Commission Expires Oct. 31, 2011

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FILED

Green Tree Consumer Discount
Company,

Plaintiff,

No. 2008-1216-CD

SEP 24 2008
m/12/15/w
William A. Shaw
Prothonotary/Clerk of Courts
1 copy to Att

v.

Corey Swatsworth,

Affidavit of Service for Complaint

Defendant.

Filed on Behalf of the Plaintiff:
Green Tree Consumer Discount
Company

Counsel of Record for This Party:
Erin P. Dyer, Esquire
PA ID Number: 52748
Dyer Law Firm, P.C.
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

ORIGINAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Green Tree Consumer Discount)
Company,)
Plaintiff,) No. 2008-1216-CD
)
v.)
Corey Swatsworth,)
Defendant.)
)

AFFIDAVIT OF SERVICE FOR COMPLAINT

ERIN P. DYER, Attorney, being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, and being so authorized avers:

On September 8, 2008, he served the Defendant with the Plaintiff's Complaint in Ejectment via United States Certified Mail and United States Regular Mail with Certificate of Mailing pursuant to an Order of Court. A copy of the Order authorizing service via mail is attached hereto as Exhibit "A."

Copies of PS Form 3800 "Certified Mail Receipt" and PS Form 3817 "Certificate of Mailing" evidencing service via mail are attached hereto as Exhibit "B."

These statements are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



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

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company,)
Plaintiff,) No. 2008-1216-CD
v.)
Corey Swatsworth,)
Defendant.

ORDER FOR SERVICE

AND NOW, to wit, this 18th day of August, 2008, upon consideration of the Plaintiff's Motion for Service of Process Pursuant to Rule 430 of the Pennsylvania Rules of Civil Procedure and the within Affidavit of Erin P. Dyer, Attorney for Green Tree Consumer Discount Company, it appearing that a good faith investigation and effort to locate the Defendant has been made by Plaintiff, it is hereby:

ORDERED that service of the Complaint and any other pleadings in this case requiring personal service on the Defendant shall be made by:

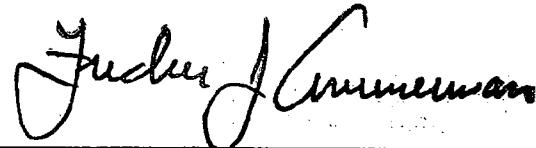
Required (x) Not Required () Posting a copy of the Complaint and any other pleadings requiring personal service on the most public part of the property located at 1220 Tree Farm Road, Curwensville, Pennsylvania 16833;

Required (x) Not Required () Forwarding copies of the Complaint and any other pleadings requiring personal service via regular mail and certified mail (service complete upon mailing) to the Defendant's last known address located at 1220 Tree Farm Road, Curwensville, Pennsylvania 16833 (address of property) and/or;

Required Not Required () Publication pursuant to Rule 430(b).

One time in The Progress (Clearfield) and one time in the Clearfield County Legal Journal.

BY THE COURT:

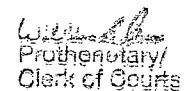


J.

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

AUG 20 2008

Attest,



William H.
Prothonotary/
Clerk of Courts

7007071000165193595

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.85
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.75

Sent To
Corey Swatsworth
1220 Tree Farm Road
Curwensville, PA 16833

PS Form 3800, 1

*Pittsburgh Pa. Penn Hills BR
Postmark Here
2003
75235*

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL
PR

Dyer Law Firm, P.C.
Attorneys and Counsellors at Law
5743 Centre Avenue
PITTSBURGH, PENNSYLVANIA 15206

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.

One piece of ordinary mail addressed to:

Corey Swatsworth
1220 Tree Farm Road
Curwensville, PA 16833

PS Form 3817, January 2001

*Pittsburgh Pa. Penn Hills BR
Postmark Here
2003
75235
Corey Swatsworth
1220 Tree Farm Road
Curwensville, PA 16833
13P3*

*UNITED STATES POSTAL SERVICE
2003
75235
Pittsburgh Pa. Penn Hills BR
Postmark Here
2003
75235
Corey Swatsworth
1220 Tree Farm Road
Curwensville, PA 16833
13P3*

EXHIBIT "B"

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

GREEN TREE CONSUMER
DISCOUNT COMPANY,

No. 2008-1216-CD

Plaintiff,

v.

COREY SWATSWORTH,

Defendant.

Proof of Publication for Notice
of Complaint in Ejectment on
September 12, 2008, in the *Clearfield
County Legal Journal* Pursuant to
Order of Court

Filed on Behalf:
Green Tree Consumer Discount
Company

Counsel of Record for this Party:

Erin P. Dyer, Esquire
DYER LAW FIRM, P.C.
5743 Centre Avenue
Pittsburgh, PA 15206
412-361-1000
PA I.D. Number 52748

FILED ICC Atty
m/12/21 cm Dyer
SEP 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA : :

COUNTY OF CLEARFIELD : :

On this 12th day of September AD 2008, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of September 12, 2008, Vol. 20, No. 37. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.

Sharon J. Pusey
Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Houtzdale, Clearfield County, PA
My Commission Expires, April 7, 2011

Erin P. Dyer, Esquire
5743 Centre Avenue
Pittsburgh, PA 15206

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Green Tree Consumer Discount) No. 2008-1216-CD
Company,)
Plaintiff,)
v.)
Corey Swatsworth,)
Defendant.)

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

Green Tree Consumer Discount
Company, Plaintiff vs. Corey Swatsworth,
Defendant.

Complaint in Ejectment
No. 2008-1216-CD

NOTICE

TO: COREY SWATSWORTH,
Defendant.

You are named as a Defendant in this
Civil Action in Ejectment filed in the Court of
Common Pleas of Clearfield County,
Pennsylvania. This civil action was filed on

behalf of Green Tree Consumer Discount
Company to secure physical possession of
property located in Pike Township at 1220
Tree Farm Road, Curwensville, Pennsylvania
16833. Green Tree is the current
title owner of record for this property
following a Sheriff's Sale on April 4, 2008,
and the subsequent recording of a Sheriff's
Deed on May 13, 2008, in the Office of the
Recorder of Deeds for Clearfield County at
Instrument Number 200807142.

You are hereby notified to plead to the
Complaint in this Civil Action within 20 days
from the date of publication of this Notice or
judgment will be entered against you.

If you wish to defend, you must enter a
written appearance personally or by attorney
and file your defenses or objections in
writing with the court. You are warned that if
you fail to do so the case may proceed
against you and judgment may be entered
against you without further notice for the
relief requested by the Plaintiff. You may
lose money or property or other rights
important to you.

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104602
NO. 08-1216-CD
SERVICES 1
COMPLAINT IN EJECTMENT & ORDER

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: COREY SWATSWORTH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	7239	10.00
SHERIFF HAWKINS	DYER	7239	16.02

S
FILED
03:45pm
JAN 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2008



Chester A. Hawkins
Sheriff

CA

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

GREEN TREE CONSUMER DISCOUNT COMPANY * NO. 2008-1216-CD
Plaintiff *
vs. *
COREY SWATSWORTH *
Defendant *

ORDER

NOW, this 15th day of May, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **27th day of June, 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
MAY 16 2013
S 9:30AM
William A. Shaw
Prothonotary/Clerk of Courts
1CC Aty E. Dyer
1CC deft
66

DATE: 5-16-13

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

MAY 16 2013

William A. Shaw
Prothonotary/Clerk of Courts

Jeff
1220 Tree Farm Rd
Curwensville 16833

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

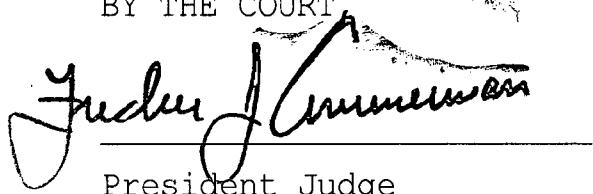
GREEN TREE CONSUMER DISCOUNT)
COMPANY)
VS.) NO. 2008-12162-CD
COREY SWATSWORTH) 1216

O R D E R

NOW this 27th day of June, 2013, this being the date set for call of List of Inactive Cases; no one having appeared to answer the Call of the Inactive List; the Court noting there's been no docket activity for a period of two (2) years or more, it is the ORDER of the Court that this matter be and is hereby dismissed.

The Prothonotary shall code the matter in Full Court as Z-DISPMA.

BY THE COURT



President Judge

S **FILED** acc/DA 9 E Dyer
2 9:19 AM acc deft
Z JUL 02 2013

William A. Shaw
Prothonotary/Clerk of Courts

66

DATE: 7-2-13

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

JUL 02 2013

William A. Shaw
Prothonotary/Clerk of Courts

deft

1220 Tree Farm Rd
Curwensville 16833

William A. Shaw
Prothonotary/Clerk of Courts
Po Box 549
Clearfield, PA 16830.

ED
10:38AM
FILED
12 JUL 2013

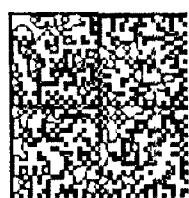
William A. Shaw
Prothonotary/Clerk of Courts

Corey Swatsworth
1220 Tree Farm Road
Curwensville PA 16833

NIKIE 152 DE 1009 0007/10/13

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

16830054949 BC: 16830054949 *1019-06388-02-42
16830054949



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

GREEN TREE CONSUMER DISCOUNT)
COMPANY)
VS.) NO. 2008-12162-CD 1214
COREY SWATSWORTH)

O R D E R

NOW this 27th day of June, 2013, this being the date set for call of List of Inactive Cases; no one having appeared to answer the Call of the Inactive List; the Court noting there's been no docket activity for a period of two (2) years or more, it is the ORDER of the Court that this matter be and is hereby dismissed.

The Prothonotary shall code the matter in Full Court as Z-DISPMA.

BY THE COURT,

/S/ Fredric J Ammerman

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

JUL 02 2013

Attest.

William L. Chan
Prothonotary/
Clerk of Courts

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

GREEN TREE CONSUMER DISCOUNT)
COMPANY)
VS.) 1216
COREY SWATSWORTH) NO. 2008-12162-CD

O R D E R

NOW this 27th day of June, 2013, this being the date set for call of List of Inactive Cases; no one having appeared to answer the Call of the Inactive List; the Court noting there's been no docket activity for a period of two (2) years or more, it is the ORDER of the Court that this matter be and is hereby dismissed.

The Prothonotary shall code the matter in Full Court as Z-DISPMA.

BY THE COURT,

/S/ Fredric J Ammerman

President Judge
"I, the undersigned, do hereby certify, that the foregoing is a true
and attested copy of the original
statement filed in this case."

JUL 02 2013

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

Jeff

OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS
CLEARFIELD COUNTY

WILLIAM A. SHAW
PROTHONOTARY
AND
CLERK OF COURTS

JACKI KENDRICK
DEPUTY PROTHONOTARY



PO BOX 549
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 Ext. 5013
FAX (814) 765-2641

JOHN SUGHRUE
SOLICITOR

LYNN MILLER
ADMINISTRATIVE ASSISTANT

1220 Tree Farm Rd
Crawfordsville
16833

To: All Concerned Parties

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 2136 Thank you.

William A. Shaw, Prothonotary

DATE: 7-2-13

 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: