

COMPLAINT UNDER OATH OR AFFIRMATION, BEFORE THE DISTRICT COURT OF THE COUNTY WHEREIN THE PROPERTY IS SITUATED, DESCRIBING IN GENERAL TERMS THE PROPERTY SOUGHT TO BE REPOSSESSED, AND ALSO SETTING FORTH THE NAME OF THE RESIDENT TO WHOM THE PROPERTY IS RENTED OR HIS ASSIGNEE OR SUBTENANT WITH THE AMOUNT OF RENT DUE AND UNPAID; AND PRAYING BY WARRANT TO REPOSSESS THE PREMISES, TOGETHER WITH JUDGMENT FOR THE AMOUNT OF RENT DUE AND COSTS. THE DISTRICT COURT SHALL ISSUE ITS SUMMONS, DIRECTED TO ANY CONSTABLE OR SHERIFF OF THE COUNTY ENTITLED TO SERVE PROCESS, AND ORDERING HIM TO NOTIFY BY FIRST-CLASS MAIL THE TENANT, ASSIGNEE, OR SUBTENANT TO APPEAR BEFORE THE DISTRICT COURT AT THE TRIAL TO BE HELD ON THE FIFTH DAY AFTER THE FILING OF THE COMPLAINT, TO ANSWER THE PARK OWNER'S COMPLAINT TO SHOW CAUSE WHY THE PRAYER OF THE PARK OWNER SHOULD NOT BE GRANTED, AND THE CONSTABLE OR SHERIFF SHALL PROCEED TO SERVE THE SUMMONS UPON THE RESIDENT, ASSIGNEE, OR SUBTENANT IN THE PROPERTY OR UPON HIS KNOWN OR AUTHORIZED AGENT, BUT IF FOR ANY REASON, NEITHER THE RESIDENT, ASSIGNEE, OR SUBTENANT, NOR HIS AGENT, CAN BE FOUND, THEN THE CONSTABLE OR SHERIFF SHALL AFFIX AN ATTESTED COPY OF THE SUMMONS CONSPICUOUSLY UPON THE MOBILE HOME. THE AFFIXING OF THE SUMMONS UPON THE MOBILE HOME AFTER DUE NOTIFICATION TO THE RESIDENT, ASSIGNEE, OR SUBTENANT BY FIRST-CLASS MAIL SHALL CONCLUSIVELY BE PRESUMED TO BE A SUFFICIENT SERVICE TO ALL PERSONS TO SUPPORT THE ENTRY OF A DEFAULT JUDGMENT FOR POSSESSION OF THE PREMISES, TOGETHER WITH COURT COSTS, IN FAVOR OF THE PARK OWNER, BUT IT SHALL NOT BE SUFFICIENT SERVICE TO SUPPORT A DEFAULT JUDGMENT IN FAVOR OF THE PARK OWNER FOR THE AMOUNT OF RENT DUE.

(C) (1) IF, AT THE TRIAL ON THE FIFTH DAY INDICATED IN SUBSECTION (B) OF THIS SECTION, THE COURT IS SATISFIED THAT THE INTERESTS OF JUSTICE WILL BE BETTER SERVED BY AN ADJOURNMENT TO ENABLE EITHER PARTY TO PROCURE HIS NECESSARY WITNESSES, HE MAY ADJOURN THE TRIAL FOR A PERIOD NOT EXCEEDING 1 DAY, EXCEPT THAT IF THE CONSENT OF ALL PARTIES IS OBTAINED, THE TRIAL MAY BE ADJOURNED FOR A LONGER PERIOD OF TIME.

(2) IF, WHEN THE TRIAL OCCURS, IT APPEARS TO THE SATISFACTION OF THE COURT, THAT THE RENT, OR ANY PART OF THE RENT, IS ACTUALLY DUE AND UNPAID, THE COURT SHALL DETERMINE THE AMOUNT OF RENT DUE AND ENTER A JUDGMENT IN FAVOR OF THE PARK OWNER FOR POSSESSION OF THE PREMISES. THE COURT MAY ALSO GIVE JUDGMENT IN FAVOR OF THE PARK OWNER FOR THE AMOUNT OF RENT DETERMINED TO BE DUE TOGETHER WITH COSTS OF THE SUIT IF THE COURT FINDS THAT THE ACTUAL SERVICE OF PROCESS MADE ON THE DEFENDANT WOULD HAVE BEEN SUFFICIENT TO SUPPORT A JUDGMENT IN AN ACTION IN CONTRACT OR TORT.

(3) THE COURT, WHEN ENTERING THE JUDGMENT, SHALL ALSO ORDER THE RESIDENT TO YIELD AND RENDER POSSESSION OF THE PREMISES TO THE PARK OWNER, OR HIS AGENT OR ATTORNEY, WITHIN 30 DAYS AFTER THE TRIAL.

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