

EMPLOYMENT CREDIT LTD. -vs- JOHN A. KITKO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

(14) GREENPOINT CREDIT LLC,

Plaintiff,

v.

(53) JOHN G. KITKO

Defendant.

CIVIL DIVISION

No. 00-82-CO

TYPE OF PLEADING:
Complaint in Replevin

CODE: 100

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Voelker & Associates, P.C.
Firm #332

Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604

(412) 765-0543

FILED

JAN 21 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

JOHN G. KITKO,

Defendant.

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

**David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 Ext. 32**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

JOHN G. KITKO,

Defendant.

COMPLAINT IN REPLEVIN

AND NOW, comes Greenpoint Credit LLC, by and through its attorneys, Edward F. Voelker, Jr., Esq., and Voelker & Associates, P.C., and avers the following in support of its Complaint in Replevin:

1. John G. Kitko, hereinafter referred to as the "Defendant," is an individual whose last known address is RD2 Route 53, Box 276, Morrisdale, PA 16858.
2. Greenpoint Credit LLC hereinafter referred to as "Plaintiff," is a limited liability company and is duly authorized to conduct business in the Commonwealth of Pennsylvania and has its place of business at 400 South Point Blvd., South Point Plaza #1, Suite 230, Canonsburg, PA 15317.
3. On or about December 23, 1997, Defendant entered into a "Retail Installment

Contract, Security Agreement, Waiver of Trial by Jury and Agreement to Arbitration or Reference or Trial by Judge Alone," hereinafter referred to as the "Security Agreement," whereby Defendant purchased from Family Mobile Homes, Inc., hereinafter referred to as "Seller," a 1998 Skyline Bay Springs manufactured home (serial no.6A11-0270K) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

4. The Security Agreement was assigned for value to BankAmerica Housing Services, a division of Bank of America, fsb, on or about December 23, 1997, as permitted by the Security Agreement.

5. The Security Agreement was assigned for value to Plaintiff as permitted by the Security Agreement.

6. Pursuant to the Security Agreement, Defendant promised to pay Seller or Seller's assignee the financed amount of Twenty-five Thousand Two Hundred Fourteen Dollars (\$25,214.00).

7. As security for the loan, Defendant, by the Security Agreement, granted Seller and its assignees a security interest in the Manufactured Home.

8. Plaintiff's predecessor-in-interest perfected its security interest in the Manufactured Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title for a Vehicle is marked as Exhibit "B" and is attached hereto and made a part hereof.

9. Plaintiff avers that the approximate retail value of the Manufactured Home is Twenty-three Thousand Three Hundred Ninety-six (\$23,396) Dollars.

10. Defendant has defaulted under the Security Agreement by failing to make payments when due. As of January 18, 2000, the delinquent payment amount due and owing from Defendant to Plaintiff is Four Hundred Eighty-one Dollars and Six Cents (\$481.06).

11. As of January 18, 2000, the amount owed by Defendant to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is Twenty-Five Thousand Four Hundred Fifty-three Dollars and Seventy Cents (\$25,453.70). The interest on said amount is accruing at the daily rate of \$8.29.

12. Defendant has failed to surrender the Manufactured Home upon Plaintiff's demand.

13. On December 3, 1999, Plaintiff provided Defendant with a Notice of Intention to Accelerate, Commence Legal Action or Repossess, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

14. Plaintiff is now entitled to immediate possession of the Manufactured Home.

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of Twenty-five Thousand Four Hundred Fifty-three Dollars and Seventy Cents (\$25,453.70), with costs, attorneys fees, interest from January 18, 2000, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.
Attorneys for Greenpoint Credit LLC

Voelker & Associates, P.C.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219
(412) 765-0543

FEBRUARY 1999

RETAIL INSTALLMENT CONTRACT, SECURITY AGREEMENT, WAIVER OF TRIAL BY JURY AND AGREEMENT TO ARBITRATION OR REFERENCE OR TRIAL BY JUDGE ALONE (Contract)

 BUYER(S): NAME: JOHN G. KITKO

NAME: _____

NAME: _____

BUYER'S NAME: _____

ADDRESS: RD 2 BOX 276CITY: MORRISDALECOUNTY: CLEARFIELDSTATE: PA ZIP: 16858PHONE: 814/345-6909 S. SEC. #(S): 201-66-5800PROPOSED LOCATION OF MANUFACTURED HOME: RD 2 RTE 53, MORRISDALE, PA 16858

MH FIXED RATE CONTRACT

LOAN PLAN: P01 112897OFFICE NUMBER: 79061LOAN SOURCE NO.: 750039

ACCT. NO.: _____

FUNDING CODE: _____

"I," "me," "myself" or "my" mean all persons who sign this Contract as buyer or co-buyer, jointly and severally, and "you" or "your" mean the Seller and any assignee. This Contract will be submitted to the Creditor indicated below, at a local office and, if approved, it will be assigned to that Creditor. On the date of this Contract, I buy from you on a credit sale basis the manufactured home described on page 2, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

 CREDITOR: BANKAMERICA HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSB

PROMISE TO PAY: I promise to pay you at such address as you may direct the Unpaid Balance shown on page 2 of this Contract (Item 5) with interest at the rate of:

12.00 % per

year until the debt is fully paid. I will pay this amount in installments as shown in the payment schedule until the Unpaid Balance is fully paid. If, on 12-23-22, I still owe any amount under this Contract, I will pay such amount in full on that date, which is called the "Maturity Date." Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: <u>12.00 %</u>	The dollar amount the credit will cost me: <u>\$ 54,457.00</u>	The amount of credit provided to me or on my behalf: <u>\$ 25,214.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 79,671.00</u>	The total cost of my purchase on credit including my down payment of: <u>\$ 3,000.00</u> <u>\$ 82,671.00</u>

See Contract terms for additional information about nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties.

Prepayment: If I pay off early, I will not have to pay a penalty, but I will not be entitled to a refund of the Prepaid Finance Charge, if any.

Number of Payments	Amount of Payments	When Payments Are Due
300	\$ 265.57	Monthly, beginning <u>January 23</u> , 19 <u>98</u>
	\$.00	Monthly, beginning _____, 19 _____
	\$.00	Monthly, beginning _____, 19 _____
	\$.00	Monthly, beginning _____, 19 _____

Security: I give you a security interest in the goods or property being purchased.

Late Charge: If a payment is more than 15 days late, I will be charged 2 % of the unpaid amount of such payment, not to exceed \$ 5.00.

Assumption: Someone buying my Manufactured Home may not assume the remainder of the Contract on the original terms without your prior written consent.

Estimates: All numerical disclosures except the late payment disclosures are estimates.

EXHIBIT

A

112897

**Description of
Manufactured
Home:**TRADE NAME: SKYLINE CORP.MODEL: BAY SPRINGSYEAR: 98 NEW: X USED: _____ LENGTH: 66 ft. WIDTH: 14 ft.

SERIAL

NUMBERS: 6A11-0270K

ITEM

SERIAL NUMBER

ITEM

SERIAL NUMBER

ADDITIONAL SKIRTING

ACCESSORIES _____

AND FURNISHINGS: _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including Sales Tax of \$.00): \$ 26,875.00
2. a. Cash Down Payment \$ 3,000.00
b. Trade-In (Year, Make, Model):
Length _____ Width _____
Gross Value \$.00 Less \$.00
(Seller to pay off)
Net Trade-In Value \$.00
Total Down Payment \$ 3,000.00
3. Unpaid Balance of Cash Price (1 minus 2) \$ 23,875.00
4. Amounts paid to others on my behalf:"
a. To Insurance Companies:
(1) Property Insurance \$ 1,270.00
(2) Credit Life Insurance \$.00
b. To Public Officials:
(1) Certificate of Title \$ 22.50
(2) FILING FEES \$ 5.00
c. To Creditor:
For: _____ \$.00
d. To:
For: NOTARY FEES
\$ 35.50
e. To:
For: TIRE TAX
\$ 6.00
f. To:
For: _____
\$.00
g. To:
For: _____
\$ _____
h. To:
For: _____
\$ _____
Total (a + b + c + d + e + f + g + h) \$ 1,339.00
5. Unpaid Balance (3 plus 4) \$ 25,214.00
6. Prepaid Finance Charge \$.00
7. Amount Financed (5 minus 6) \$ 25,214.00

*I understand and agree that a portion of certain of these amounts may be retained by you or your affiliate.

INSURANCE

PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this Contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown, and I want it financed on this Contract.

Type of Insurance	Term	Premium
<u>X</u> Physical Damage Coverage	<u>60MOS</u>	\$ <u>1,270.00</u>
	<u>0MOS</u>	\$ <u>.00</u>
		\$ _____

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE SECTION ABOVE.

CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this Contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:

Type of Coverage	Term	Premium
<u>Single</u>		\$ _____
<u>Joint</u>		\$ _____
		\$ _____
	Date _____	
(signature) _____		
	Date _____	
(signature) _____		

(If joint coverage is desired, both proposed insureds must sign.)

ADDITIONAL TERMS AND CONDITIONS

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in all goods that are or may hereafter by operation of law become accessions to it, (2) all appliances, machinery, equipment and other goods furnished with the Manufactured Home (whether or not installed or affixed to it) including but not limited to the items listed as "Additional Accessories and Furnishings" on page 1 of this Contract, (3) any refunds of unearned insurance premiums financed in this Contract, (4) any substitutions or replacements of the foregoing, and (5) all proceeds of such Manufactured Home and accessions, and of any Additional Accessories and Furnishings. This security interest secures payment and performance of my obligations under this Contract, including any additional debt arising because of my failure to perform my obligations under this Contract and includes any contractual extensions, renewals or modifications. My execution of this Contract constitutes a waiver of my personal property and homestead exemption rights to the personal property herein described. I will sign and deliver to you whatever financing statements and other documents you deem necessary to allow you to perfect your security interest in any personal property and fixtures. I agree that you may file this security instrument or a reproduction thereof in the real estate records or other appropriate index as a financing statement for any of the items specified above. Any reproduction of this security instrument or any other security agreement or financing statement, and any extensions, renewals, or amendments thereof, shall be sufficient to perfect a security interest with respect to such items.

PREPAYMENT: I MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY, BUT I WILL NOT BE ENTITLED TO A REFUND OF THE PREPAID FINANCE CHARGE, IF ANY. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGE IN THE DUE DATES OR AMOUNTS OF MY MONTHLY PAYMENTS, UNLESS YOU AGREE IN WRITING TO THOSE CHANGES.

PROPERTY INSURANCE:

- a. **Minimum Coverage.** I am required to provide physical damage insurance coverage protecting the Manufactured Home for the term of this Contract against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood, for which you require insurance, in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time under this Contract (the "Minimum Coverage"). The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for a 10-day notice of cancellation to you. Unless you consent in writing, I shall not add any additional loss payee to the insurance policy. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this Contract, I must obtain no less than the Minimum Coverage at my expense for the remaining term of this Contract. Should I fail to maintain the Minimum Coverage, you may, but are not obligated to, obtain insurance coverage. I agree that any insurance you purchase may be for the protection of only your interest in the Manufactured Home, may not fully protect me in the event of a loss, and may be for such reasonable period as you determine. If you decide, in your sole discretion, to obtain insurance, you will notify me of that fact and that the cost, plus interest at the Contract rate, will be added to my debt. I will repay such amount during the term of the policy in the manner requested by you. I understand that the insurance premiums may be higher if you must purchase the insurance than might be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company which may receive a profit for this service.
- b. **Assignment and Application of Insurance Proceeds.** I hereby grant and assign to you the proceeds of any and all insurance coverage on the Manufactured Home, including any optional coverage, such as earthquake insurance, which in type or amount is beyond the Minimum Coverage. In the event of a loss to the Manufactured Home, I shall give prompt notice to you and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, you may do so on my behalf. All physical damage insurance proceeds, including proceeds from optional coverage, shall be applied to restoration or repair of the Manufactured Home, unless you and I agree otherwise in writing or unless such restoration or repair is not economically practical or feasible, or your security interest would be lessened. If such restoration or repair is not practical or feasible, or your security interest would be lessened, you shall apply the insurance proceeds to the remaining unpaid balance of this Contract, whether or not then due, and give me any excess. I authorize any insurer to pay you directly. I hereby appoint you as my limited attorney-in-fact to sign my name to any check, draft, or other document necessary to obtain such insurance payments.

LATE CHARGE: I agree to pay a late charge for late payment as set forth on the front of this Contract. Only one late charge will be made on any delinquent installment regardless of the period for which that installment remains in default. After this Contract matures, whether by acceleration or otherwise, I will not be charged a late charge.

RETURNED CHECK CHARGES: I will pay you the actual charge of the dishonoring institution (or such higher amount as allowed by law) if any check given to you is not honored because of insufficient funds or because no such account exists.

EVENTS OF DEFAULT: I will be in default under this Contract if: (a) I fail to make any payment when due; (b) I fail to timely make rental payments, or to pay other charges and assessments, relating to the real property and/or facility on which the Manufactured Home is located; (c) I violate restrictive covenants, rules or regulations relating to the real property and/or facility where the Manufactured Home is located; (d) I fail to keep the Manufactured Home in good repair and condition, as you may reasonably determine; (e) I remove the Manufactured Home from the address shown on this Contract unless I notify you in advance and receive your written consent; (f) I sell or attempt to sell or to transfer any beneficial interest in the Manufactured Home without first obtaining your written consent; (g) I allow the Manufactured Home to become part of any real estate without first obtaining your written consent; (h) I encumber or abandon the Manufactured Home or use it for hire or illegally; (i) I fail to promptly pay any taxes and other liens and encumbrances on the Manufactured Home or on the real property on which it is located, if this is my responsibility; and/or (j) I fail to do anything else which I have promised to do under this Contract.

NOTICE OF DEFAULT: If any of the above specified Events of Default have occurred, you may do whatever is necessary to correct my default. You will, except as set forth below, first give me a Notice of Default and Right to Cure Default before you accelerate payment of the remaining unpaid balance I owe you or repossess or foreclose on any property which secures this Contract. The Notice will tell me what my default is and how I can cure it. Except as required by applicable law, you are not required to send me this Notice when (1) you have already sent a Notice twice within the preceding one-year period, (2) I have abandoned or voluntarily surrendered the Manufactured Home, or (3) other extreme circumstances exist.

CURE OF DEFAULT: I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the Notice of Default and Right to Cure Default. To cure a default, I must pay: (a) all amounts which would have been due in the absence of default and acceleration; (b) the attorney fees set forth below; (c) any late charges that are due; and (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale. I must also perform any other obligation I would have had to perform in the absence of default.

REMEDIES UPON DEFAULT: If I do not cure the default, you may do either or both of the following at the end of the notice period, as allowed by applicable law: (a) you can require me to immediately pay you the entire remaining unpaid balance due under this Contract plus accrued interest or (b) you can repossess the Manufactured Home pursuant to the security interest I give you under this Contract. If you are not required to send me the Notice of Default and Right to Cure Default, you will have these rights immediately upon my default. Once you get possession of the Manufactured Home you will sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law. All remedies are cumulative and you may enforce them separately or together in any order you deem necessary to protect your security.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:

a. **Dispute Resolution.** Any controversy or claim between or among you and me or our assignees arising out of or relating to this Contract or any agreements or instruments relating to or delivered in connection with this Contract, including any claim based on or arising from an alleged tort, shall, if requested by either you or me, be determined by arbitration, reference, or trial by a judge as provided below. A controversy involving only a single claimant, or claimants who are related or asserting claims arising from a single transaction, shall be determined by arbitration as described below. Any other controversy shall be determined by judicial reference of the controversy to a referee appointed by the court or, if the court where the controversy is venued lacks the power to appoint a referee, by trial by a judge without a jury, as described below. **YOU AND I AGREE AND UNDERSTAND THAT WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY, AND THERE SHALL BE NO JURY WHETHER THE CONTROVERSY OR CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE.**

b. **Arbitration.** Since this Contract touches and concerns interstate commerce, an arbitration under this Contract shall be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in this Contract. The Commercial Rules of the American Arbitration Association ("AAA") also shall apply. The arbitrator(s) shall follow the law and shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). The award of the arbitrator(s) shall be in writing and include a statement of reasons for the award. The award shall be final. Judgment upon the award may be entered in any court having jurisdiction, and no challenge to entry of judgment upon the award shall be entertained except as provided by Section 10 of the United States Arbitration Act or upon a finding of manifest injustice.

c. **Judicial Reference or Trial by a Judge.** If requested by either you or me, any controversy or claim under subparagraph (a) that is not submitted to arbitration as provided in subparagraph (b) shall be determined by reference to a referee appointed by the court who, sitting alone and without jury, shall decide all questions of law and fact. You and I shall designate to the court a referee selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA-sponsored proceedings. The referee shall be an active attorney or retired judge. If the court where the controversy is venued lacks the power to appoint a referee, the controversy instead shall be decided by trial by a judge without a jury.

may have to exercise self-help remedies such as set-off or repossession, to foreclose by power of sale or judicially against or sell any collateral or security, or to obtain any provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration under subparagraph (b) above. Neither the obtaining nor the exercise of any such remedy shall serve as a waiver of the right of either you or me to demand that the related or any other dispute or controversy be determined by arbitration as provided above.

ATTORNEY FEES: If I prevail in any legal action or arbitration proceeding which is commenced in connection with the enforcement of this Contract or any instrument or agreement required under this Contract, or in connection with any dispute relating to this Contract, you will pay my reasonable attorney fees, court costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the court, the referee, or the arbitrator(s) in accordance with the law. If you prevail in any such action or proceeding, or in the exercise of any self-help remedy as described above, I will pay any court costs and necessary disbursements to the full extent permitted by law, together with reasonable fees imposed on you by an attorney who is not your salaried employee, provided that prior to commencement of legal action such fees may not exceed \$50.00 and further provided that no attorney fees may be charged prior to my receipt of the Notice of Default and Right to Cure Default.

OTHER TERMS AND CONDITIONS: I agree: (a) to pay with my monthly installments, if requested by you to do so, the estimated amount necessary to pay yearly taxes, assessments and insurance premiums that will become due within the next twelve-month period; (b) to pay you a transfer fee if I sell the Manufactured Home, unless such fee is prohibited by law; (c) to pay interest at the Contract rate on the remaining unpaid balance plus accrued interest, from the date of maturity until paid in full; (d) to reimburse you immediately upon your demand, with interest at the Contract rate, the amount of funds you actually advance on my behalf to correct my default; and (e) that if I am married, and residing in a community property state, both my community property and separate property will be liable for all payments due under this Contract.

ASSIGNMENT: You may assign this Contract to any person or entity. All rights granted to you under this Contract shall apply to any assignee of this Contract.

CREDIT INFORMATION: You may investigate my credit history and credit capacity in connection with opening and collecting my account and share information about me and my account with credit reporting agencies. You may sell or otherwise furnish information about me, including insurance information, to all others who may lawfully receive such information. You may furnish specific information about the Manufactured Home and any insurance policies on the Manufactured Home to any insurance agent to enable such agent to quote premiums to me and solicit my insurance business.

WAIVER: Waiver of any default shall not constitute a waiver of any other default. No term of this Contract shall be changed unless in writing and signed by one of your officers. This Contract is the entire agreement between us and I agree that no oral or implied representations have been made to induce me to enter into this Contract.

VALIDITY: Wherever possible each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. This Contract shall be of no effect until and unless signed by me and you. In no event shall any charge under this Contract exceed the highest amount allowed by applicable law. If any excess charge is received, such excess shall be refunded or applied to the amount due.

GOVERNING LAW: Each provision of this Contract shall be construed in accordance with and governed by the laws of the state of Pennsylvania, provided that to the extent you have greater rights or remedies under Federal law, such choice of state law shall not be deemed to deprive you of such greater rights and remedies under Federal law.

NOTICE

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

YOU AND I HAVE READ AND FULLY UNDERSTAND THIS CONTRACT, INCLUDING THE PARAGRAPH CALLING FOR RESOLVING DISPUTES BY ARBITRATION, REFERENCE, OR TRIAL BY A JUDGE, AND NOT BY JURY TRIAL, AND AGREE THAT THIS CONTRACT SETS FORTH OUR ENTIRE AGREEMENT AND THAT NO OTHER PROMISES HAVE BEEN MADE.

ACCEPTED: The foregoing Contract is hereby assigned under the terms of the Assignment below.

If you do not meet your Contract obligations, you may lose your manufactured home.
 Notice to Buyer: Do not sign this Contract in blank. You are entitled to an exact copy of the Contract you sign. Keep it to protect your legal rights.

BUYER(S) SIGNATURE(S):


 JOHN G. KITKO

SELLER: FAMILY MOBILE HOMES INC

SELLER'S ADDRESS: 1683 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

SELLER'S SIGNATURE: 

SELLER'S TITLE: Family Mobile Homes, Inc.

DATE OF THIS CONTRACT: December 23, 1997

I AGREE TO ALL THE TERMS ON ALL PAGES OF THIS RETAIL INSTALLMENT CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.


 (Signature of Buyer)

(Signature of Co-Buyer)

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON PAGE 1 ("Creditor")

With respect to this retail installment contract ("Contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this Contract; (3) this Contract arose from the bona fide sale of the merchandise described in this Contract; (4) the down payment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) any trade-in, or other consideration, received as any part of the down payment is accurately described on page 2 and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on page 2 and has been paid off by Seller prior to or contemporaneously with the assignment of this Contract to Creditor; (6) there is now owing on this Contract the amount set forth herein; (7) this Contract and any guaranty submitted in connection herewith is in all respects legally enforceable against each purported signatory thereof; (8) Seller has the right to assign this Contract and thereby to convey good title to it; (9) in the event of any claim or defense asserted by any Buyer, or any heirs or assigns of Buyer, with respect to the Manufactured Home or other property or consideration transferred pursuant to this retail installment contract, Seller agrees that it will indemnify and hold Creditor harmless from all such claims and defenses as well as from all costs reasonably incurred by Creditor in connection therewith, including but not limited to reasonable attorney fees and court costs; and (10) in accordance with the Fair Credit Reporting Act, Seller has notified Buyer that this Contract is to be submitted to Creditor.

For value received, Seller hereby assigns to Creditor all its rights, title and interest in this Contract and the property which is the subject matter hereof and authorizes Creditor to do everything necessary to collect and discharge same. All the terms of any existing written agreements between Seller and Creditor governing the purchase of Contracts are made a part hereof by reference, it being understood that Creditor relies upon the above warranties and upon said agreements in purchasing this Contract.

DEPARTMENT OF TRANSPORTATION CERTIFICATE OF TITLE FOR A VEHICLE

7,560

180200054003666-001

61300851

VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE OF VEHICLE	TITLE NUMBER
2703/98		98	SAFARI	531-6327-1103
BODY TYPE	DUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROCD. DATE
2703/98	2703/98		PA	2703/98
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GVWR	GOWR
		TITLE BRANDS		

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JOHN G KITKO
RD 2 BOX 277
MORRISDALE PA 16858

ODOMETER STATUS

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

TITLE 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 = LEASER 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

FIRST LIEN FAVOR OF:

BANK AMERICA HOUSING SERVICES

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

SECOND LIEN RELEASED

DATE

MAILING ADDRESS

BY

AUTHORIZED REPRESENTATIVE

031007
BANK AMERICA HOUSING SERVICES
2ND FLOOR
400 SOUTHPOINTE BLVD
CANONSBURG PA 15317

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

BRADLEY L MALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION -

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

SUBSCRIBED AND SWORN TO BEFORE ME

MO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, this will be issued as "Tenants in Common".
A ☐ Joint Tenants with Right of Survivorship (on death of one owner, the goes to the surviving owner).
B ☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

1ST LIEN DATE:

IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

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

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

EXHIBIT

B

000189265

400 Southpointe Boulevard
Southpointe Plaza I, Suite 230
Canonsburg, PA 15317
Tel. (724) 873-5825
Fax (724) 873-5826

December 3, 1999

JOHN G. KITKO
RD 2 BOX 277
MORRISDALE PA 16858



RE: Manufactured Home Loan - Account #000006130085100001

NOTICE OF INTENTION TO ACCELERATE, COMMENCE LEGAL ACTION OR REPOSSESS

You are now in default on your Manufactured Home Loan Contract. If you correct the default, you may continue with the contract as though you did not default. Your default consists of failure to make timely payments of one or more installments as agreed to in the terms of the contract.

Thirty-one (31) days after the date of this notice, we may have the right to commence legal action and repossess your manufactured home.

Cure of default: You may cure your default by making payment in the amount indicated below:

Past Due Monthly Payment(s)	\$	454.42
Late Charge(s)	\$	31.07
Total Due Now	\$	485.49

Creditor's rights: Any partial payment of the amount due which is received by us will be applied to your account. You will need to pay the full amount by the date indicated above in order to cure your default. If you do not correct your default within 31 days due from the postmarked date of this notice, we may exercise our rights against you under the law by accelerating your debt and either repossessing your manufactured home or, if necessary, bringing a court action to obtain possession of your manufactured home.

If we elect to exercise our rights against you by repossession of the manufactured home you may, at any time before we sell or otherwise dispose of the manufactured home or enter into a contract for its sale or other disposition, (which shall be at least 45 days after postmark of this notice), redeem the manufactured home by paying us all amounts due plus expenses reasonably incurred by us in detaching and transporting the manufactured home to the site of the sale and our reasonable attorney's fees, to the extent permitted by law, plus court costs.

If you have any questions, write to us at the address above or call me at the phone number listed above between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

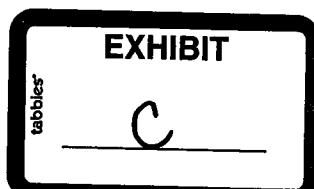
If this default was caused by your failure to make a payment or payments, and you want to pay by mail, please send a check or money order. Do not send cash.

Manager

CC: File

If any additional regular payment becomes due during this cure period, this payment must also be paid in order to avoid any further default. This correspondence is an attempt to collect a debt and any information obtained will be used for that purpose.

PA (144)



VERIFICATION

I, Donald F. Turosik, Operations/Collection Manager and duly authorized representative of Greenpoint Credit LLC, do hereby depose and say subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of my information and belief.



Donald F. Turosik
Operations/Collection Manager
Greenpoint Credit LLC

Donna L. Turosik

for service
by certified mail to Greenpoint Credit LLC
Donna L. Turosik

29 Mar 00 Document
Reinstated/~~Returned~~ to Sheriff/Attorney
for service.

Deputy Sheriff
[Signature]

FILED

SEE JAN 21 2000
Ollis City Ugelken pd 580.00
William A. Shaw
Prothonotary
ICC Shry.

EDWARD F. VOELKER JR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC

00-82-CD

VS

KITKO, JOHN G.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW FEBRUARY 28, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK
I RETURN THE WITHIN COMPLAINT IN REPLEVIN "NOT FOUND" AS TO
JOHN G. KITKO, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

34.61 SHFF. HAWKINS PAID BY: ATTY.
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

2nd DAY OF March 2000

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilyn Harr

CHESTER A. HAWKINS
SHERIFF

FILED

MAR 02 2000

012.01
William A. Shaw

Prothonotary *WAS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

Plaintiff,

v.

JOHN G. KITKO

Defendant.

CIVIL DIVISION

No. 00-82-C

TYPE OF PLEADING:
Complaint in Replevin

CODE: 100

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Voelker & Associates, P.C.
Firm #332

Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604

(412) 765-0543

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

JAN 21 2000

Attest:


Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

JOHN G. KITKO,

Defendant.

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

**David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 Ext. 32**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

JOHN G. KITKO,

Defendant.

COMPLAINT IN REPLEVIN

AND NOW, comes Greenpoint Credit LLC, by and through its attorneys, Edward F. Voelker, Jr., Esq., and Voelker & Associates, P.C., and avers the following in support of its Complaint in Replevin:

1. John G. Kitko, hereinafter referred to as the "Defendant," is an individual whose last known address is RD2 Route 53, Box 276, Morrisdale, PA 16858.
2. Greenpoint Credit LLC hereinafter referred to as "Plaintiff," is a limited liability company and is duly authorized to conduct business in the Commonwealth of Pennsylvania and has its place of business at 400 South Point Blvd., South Point Plaza #1, Suite 230, Canonsburg, PA 15317.
3. On or about December 23, 1997, Defendant entered into a "Retail Installment

Contract, Security Agreement, Waiver of Trial by Jury and Agreement to Arbitration or Reference or Trial by Judge Alone," hereinafter referred to as the "Security Agreement," whereby Defendant purchased from Family Mobile Homes, Inc., hereinafter referred to as "Seller," a 1998 Skyline Bay Springs manufactured home (serial no.6A11-0270K) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

4. The Security Agreement was assigned for value to BankAmerica Housing Services, a division of Bank of America, fsb, on or about December 23, 1997, as permitted by the Security Agreement.

5. The Security Agreement was assigned for value to Plaintiff as permitted by the Security Agreement.

6. Pursuant to the Security Agreement, Defendant promised to pay Seller or Seller's assignee the financed amount of Twenty-five Thousand Two Hundred Fourteen Dollars (\$25,214.00).

7. As security for the loan, Defendant, by the Security Agreement, granted Seller and its assignees a security interest in the Manufactured Home.

8. Plaintiff's predecessor-in-interest perfected its security interest in the Manufactured Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title for a Vehicle is marked as Exhibit "B" and is attached hereto and made a part hereof.

9. Plaintiff avers that the approximate retail value of the Manufactured Home is Twenty-three Thousand Three Hundred Ninety-six (\$23,396) Dollars.

10. Defendant has defaulted under the Security Agreement by failing to make payments when due. As of January 18, 2000, the delinquent payment amount due and owing from Defendant to Plaintiff is Four Hundred Eighty-one Dollars and Six Cents (\$481.06).

11. As of January 18, 2000, the amount owed by Defendant to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is Twenty-Five Thousand Four Hundred Fifty-three Dollars and Seventy Cents (\$25,453.70). The interest on said amount is accruing at the daily rate of \$8.29.

12. Defendant has failed to surrender the Manufactured Home upon Plaintiff's demand.

13. On December 3, 1999, Plaintiff provided Defendant with a Notice of Intention to Accelerate, Commence Legal Action or Repossess, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

14. Plaintiff is now entitled to immediate possession of the Manufactured Home.

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of Twenty-five Thousand Four Hundred Fifty-three Dollars and Seventy Cents (\$25,453.70), with costs, attorneys fees, interest from January 18, 2000, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.
Attorneys for Greenpoint Credit LLC

Voelker & Associates, P.C.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219
(412) 765-0543

FEBRUARY 1999

RETAIL INSTALLMENT CONTRACT, SECURITY AGREEMENT, WAIVER OF TRIAL BY JURY AND AGREEMENT TO ARBITRATION OR REFERENCE OR TRIAL BY JUDGE ALONE (Contract)

BUYER(S): NAME: JOHN G. KITKO

NAME: _____

NAME: _____

BUYERS NAME: _____

ADDRESS: RD 2 BOX 276CITY: MORRISDALECOUNTY: CLEARFIELDSTATE PA ZIP: 16858PHONE: 814/345-6909 S. SEC. #S: 201-66-5800PROPOSED LOCATION OF MANUFACTURED HOME: RD 2 RTE 53, MORRISDALE, PA 16858

MH FIXED RATE CONTRACT

LOAN PLAN: F01 112897OFFICE NUMBER: 79061LOAN SOURCE NO.: 750039

ACCT. NO.: _____

FUNDING CODE: _____

"I," "me," "myself" or "my" mean all persons who sign this Contract as buyer or co-buyer, jointly and severally, and "you" or "your" mean the Seller and any assignee. This Contract will be submitted to the Creditor indicated below, at a local office and, if approved, it will be assigned to that Creditor. On the date of this Contract, I buy from you on a credit sale basis the manufactured home described on page 2, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

CREDITOR: BANKAMERICA HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSB

PROMISE TO PAY: I promise to pay you at such address as you may direct the Unpaid Balance shown on page 2 of this Contract (Item 5) with interest at the rate of:

12.00 % per

year until the debt is fully paid. I will pay this amount in installments as shown in the payment schedule until the Unpaid Balance is fully paid. If, on 12-23-22, I still owe any amount under this Contract, I will pay such amount in full on that date, which is called the "Maturity Date." Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: <u>12.00</u> %	The dollar amount the credit will cost me: <u>\$ 54,457.00</u>	The amount of credit provided to me or on my behalf: <u>\$ 25,214.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 79,671.00</u>	The total cost of my purchase on credit including my down payment of: <u>\$ 3,000.00</u> <u>\$ 82,671.00</u>

See Contract terms for additional information about nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties.

Prepayment: If I pay off early, I will not have to pay a penalty, but I will not be entitled to a refund of the Prepaid Finance Charge, if any.

Payments	Amount	When Payments Are Due
300	\$ 265.57	Monthly, beginning January 23, 19 98
	\$.00	Monthly, beginning 19
	\$.00	Monthly, beginning 19
	\$.00	Monthly, beginning 19

Security: I give you a security interest in the goods or property being purchased.

Late Charge: If a payment is more than 15 days late, I will be charged 2 % of the unpaid amount of such payment, not to exceed \$ 5.00.

Assumption: Someone buying my Manufactured Home may not assume the remainder of the Contract on the original terms without your prior written consent.

Estimates: All numerical disclosures except the late payment disclosures are estimates.

EXHIBIT

tabbles

A

112897

**Description of
Manufactured
Home:**TRADE NAME: SKYLINE CORP.MODEL: BAY SPRINGSYEAR: 98 NEW: X USED: _____LENGTH: 66 ft. WIDTH: 14 ft.

SERIAL

NUMBERS: 6A11-0270K

ITEM

SERIAL NUMBER

ITEM

SERIAL NUMBER

ADDITIONAL SKIRTING

ACCESSORIES _____

AND FURNISHINGS: _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including Sales Tax of \$.00): \$ 26,875.00
2. a. Cash Down Payment \$ 3,000.00
b. Trade-In (Year, Make, Model): _____
Length _____ Width _____
Gross Value \$.00 Less \$.00
(Seller to pay off)
Net Trade-In Value \$.00
Total Down Payment \$ 3,000.00
3. Unpaid Balance of Cash Price (1 minus 2) \$ 23,875.00
4. Amounts paid to others on my behalf:
 - a. To Insurance Companies:
 - (1) Property Insurance \$ 1,270.00
 - (2) Credit Life Insurance \$.00
 - b. To Public Officials:
 - (1) Certificate of Title \$ 22.50
 - (2) FILING FEES \$ 5.00
 - c. To Creditor:
 For: _____ \$.00
 - d. To: _____
For: NOTARY FEES
\$ 35.50
 - e. To: _____
For: TIRE TAX
\$ 6.00
 - f. To: _____
For: _____
\$.00
 - g. To: _____
For: _____
\$ _____
 - h. To: _____
For: _____
\$ _____
- Total (a + b + c + d + e + f + g + h) \$ 1,339.00
5. Unpaid Balance (3 plus 4) \$ 25,214.00
6. Prepaid Finance Charge \$.00
7. Amount Financed (5 minus 6) \$ 25,214.00

*I understand and agree that a portion of certain of these amounts may be retained by you or your affiliate.

INSURANCE

PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this Contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown, and I want it financed on this Contract.

Type of Insurance	Term	Premium
<u>X</u> Physical Damage Coverage	<u>60MOS</u>	\$ <u>1,270.00</u>
_____	<u>0MOS</u>	\$ <u>.00</u>
_____	_____	\$ _____

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE SECTION ABOVE.

CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this Contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:

Type of Coverage	Term	Premium
_____ Single	_____	\$ _____
_____ Joint	_____	\$ _____

_____ Date _____
(signature)

_____ Date _____
(signature)

(If joint coverage is desired, both proposed insureds must sign.)

ADDITIONAL TERMS AND CONDITIONS

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in all goods that are or may hereafter by operation of law become accessions to it, (2) all appliances, machinery, equipment and other goods furnished with the Manufactured Home (whether or not installed or affixed to it) including but not limited to the items listed as "Additional Accessories and Furnishings" on page 1 of this Contract, (3) any refunds of unearned insurance premiums financed in this Contract, (4) any substitutions or replacements of the foregoing, and (5) all proceeds of such Manufactured Home and accessions, and of any Additional Accessories and Furnishings. This security interest secures payment and performance of my obligations under this Contract, including any additional debt arising because of my failure to perform my obligations under this Contract and includes any contractual extensions, renewals or modifications. My execution of this Contract constitutes a waiver of my personal property and homestead exemption rights to the personal property herein described. I will sign and deliver to you whatever financing statements and other documents you deem necessary to allow you to perfect your security interest in any personal property and fixtures. I agree that you may file this security instrument or a reproduction thereof in the real estate records or other appropriate index as a financing statement for any of the items specified above. Any reproduction of this security instrument or any other security agreement or financing statement, and any extensions, renewals, or amendments thereof, shall be sufficient to perfect a security interest with respect to such items.

PREPAYMENT: I MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY, BUT I WILL NOT BE ENTITLED TO A REFUND OF THE PREPAID FINANCE CHARGE, IF ANY. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGE IN THE DUE DATES OR AMOUNTS OF MY MONTHLY PAYMENTS, UNLESS YOU AGREE IN WRITING TO THOSE CHANGES.

PROPERTY INSURANCE:

- a. **Minimum Coverage.** I am required to provide physical damage insurance coverage protecting the Manufactured Home for the term of this Contract against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood, for which you require insurance, in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time under this Contract (the "Minimum Coverage"). The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for a 10-day notice of cancellation to you. Unless you consent in writing, I shall not add any additional loss payee to the insurance policy. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this Contract, I must obtain no less than the Minimum Coverage at my expense for the remaining term of this Contract. Should I fail to maintain the Minimum Coverage, you may, but are not obligated to, obtain insurance coverage. I agree that any insurance you purchase may be for the protection of only your interest in the Manufactured Home, may not fully protect me in the event of a loss, and may be for such reasonable period as you determine. If you decide, in your sole discretion, to obtain insurance, you will notify me of that fact and that the cost, plus interest at the Contract rate, will be added to my debt. I will repay such amount during the term of the policy in the manner requested by you. I understand that the insurance premiums may be higher if you must purchase the insurance than might be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company which may receive a profit for this service.
- b. **Assignment and Application of Insurance Proceeds.** I hereby grant and assign to you the proceeds of any and all insurance coverage on the Manufactured Home, including any optional coverage, such as earthquake insurance, which in type or amount is beyond the Minimum Coverage. In the event of a loss to the Manufactured Home, I shall give prompt notice to you and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, you may do so on my behalf. All physical damage insurance proceeds, including proceeds from optional coverage, shall be applied to restoration or repair of the Manufactured Home, unless you and I agree otherwise in writing or unless such restoration or repair is not economically practical or feasible, or your security interest would be lessened. If such restoration or repair is not practical or feasible, or your security interest would be lessened, you shall apply the insurance proceeds to the remaining unpaid balance of this Contract, whether or not then due, and give me any excess. I authorize any insurer to pay you directly. I hereby appoint you as my limited attorney-in-fact to sign my name to any check, draft, or other document necessary to obtain such insurance payments.

LATE CHARGE: I agree to pay a late charge for late payment as set forth on the front of this Contract. Only one late charge will be made on any delinquent installment regardless of the period for which that installment remains in default. After this Contract matures, whether by acceleration or otherwise, I will not be charged a late charge.

RETURNED CHECK CHARGES: I will pay you the actual charge of the dishonoring institution (or such higher amount as allowed by law) if any check given to you is not honored because of insufficient funds or because no such account exists.

EVENTS OF DEFAULT: I will be in default under this Contract if: (a) I fail to make any payments when due; (b) I fail to timely make rental payments, or to pay other charges and assessments, relating to the real property and/or facility on which the Manufactured Home is located; (c) I violate restrictive covenants, rules or regulations relating to the real property and/or facility where the Manufactured Home is located; (d) I fail to keep the Manufactured Home in good repair and condition, as you may reasonably determine; (e) I remove the Manufactured Home from the address shown on this Contract unless I notify you in advance and receive your written consent; (f) I sell or attempt to sell or to transfer any beneficial interest in the Manufactured Home without first obtaining your written consent; (g) I allow the Manufactured Home to become part of any real estate without first obtaining your written consent; (h) I encumber or abandon the Manufactured Home or use it for hire or illegally; (i) I fail to promptly pay any taxes and other liens and encumbrances on the Manufactured Home or on the real property on which it is located, if this is my responsibility; and/or (j) I fail to do anything else which I have promised to do under this Contract.

NOTICE OF DEFAULT: If any of the above specified Events of Default have occurred, you may do whatever is necessary to correct my default. You will, except as set forth below, first give me a Notice of Default and Right to Cure Default before you accelerate payment of the remaining unpaid balance I owe you or repossess or foreclose on any property which secures this Contract. The Notice will tell me what my default is and how I can cure it. Except as required by applicable law, you are not required to send me this Notice when (1) you have already sent a Notice twice within the preceding one-year period, (2) I have abandoned or voluntarily surrendered the Manufactured Home, or (3) other extreme circumstances exist.

CURE OF DEFAULT: I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the Notice of Default and Right to Cure Default. To cure a default, I must pay: (a) all amounts which would have been due in the absence of default and acceleration; (b) the attorney fees set forth below; (c) any late charges that are due; and (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale. I must also perform any other obligation I would have had to perform in the absence of default.

REMEDIES UPON DEFAULT: If I do not cure the default, you may do either or both of the following at the end of the notice period, as allowed by applicable law: (a) you can require me to immediately pay you the entire remaining unpaid balance due under this Contract plus accrued interest or (b) you can repossess the Manufactured Home pursuant to the security interest I give you under this Contract. If you are not required to send me the Notice of Default and Right to Cure Default, you will have these rights immediately upon my default. Once you get possession of the Manufactured Home you will sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law. All remedies are cumulative and you may enforce them separately or together in any order you deem necessary to protect your security.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:

- a. **Dispute Resolution.** Any controversy or claim between or among you and me or our assignees arising out of or relating to this Contract or any agreements or instruments relating to or delivered in connection with this Contract, including any claim based on or arising from an alleged tort, shall, if requested by either you or me, be determined by arbitration, reference, or trial by a judge as provided below. A controversy involving only a single claimant, or claimants who are related or asserting claims arising from a single transaction, shall be determined by arbitration as described below. Any other controversy shall be determined by judicial reference of the controversy to a referee appointed by the court or, if the court where the controversy is venued lacks the power to appoint a referee, by trial by a judge without a jury, as described below. **YOU AND I AGREE AND UNDERSTAND THAT WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY, AND THERE SHALL BE NO JURY WHETHER THE CONTROVERSY OR CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE.**
- b. **Arbitration.** Since this Contract touches and concerns interstate commerce, an arbitration under this Contract shall be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in this Contract. The Commercial Rules of the American Arbitration Association ("AAA") also shall apply. The arbitrator(s) shall follow the law and shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). The award of the arbitrator(s) shall be in writing and include a statement of reasons for the award. The award shall be final. Judgment upon the award may be entered in any court having jurisdiction, and no challenge to entry of judgment upon the award shall be entertained except as provided by Section 10 of the United States Arbitration Act or upon a finding of manifest injustice.
- c. **Judicial Reference or Trial by a Judge.** If requested by either you or me, any controversy or claim under subparagraph (a) that is not submitted to arbitration as provided in subparagraph (b) shall be determined by reference to a referee appointed by the court who, sitting alone and without jury, shall decide all questions of law and fact. You and I shall designate to the court a referee selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA-sponsored proceedings. The referee shall be an active attorney or retired judge. If the court where the controversy is venued lacks the power to appoint a referee, the controversy instead shall be decided by trial by a judge without a jury.

may have to exercise self-help remedies such as set-off or repossession, to foreclose by power of sale or judicially against or sell any collateral or security, or to obtain any provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration under subparagraph (b) above. Neither the obtaining nor the exercise of any such remedy shall serve as a waiver of the right of either you or me to demand that the related or any other dispute or controversy be determined by arbitration as provided above.

ATTORNEY FEES: If I prevail in any legal action or arbitration proceeding which is commenced in connection with the enforcement of this Contract or any instrument or agreement required under this Contract, or in connection with any dispute relating to this Contract, you will pay my reasonable attorney fees, court costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the court, the referee, or the arbitrator(s) in accordance with the law. If you prevail in any such action or proceeding, or in the exercise of any self-help remedy as described above, I will pay any court costs and necessary disbursements to the full extent permitted by law, together with reasonable fees imposed on you by an attorney who is not your salaried employee, provided that prior to commencement of legal action such fees may not exceed \$50.00 and further provided that no attorney fees may be charged prior to my receipt of the Notice of Default and Right to Cure Default.

OTHER TERMS AND CONDITIONS: I agree: (a) to pay with my monthly installments, if requested by you to do so, the estimated amount necessary to pay yearly taxes, assessments and insurance premiums that will become due within the next twelve-month period; (b) to pay you a transfer fee if I sell the Manufactured Home, unless such fee is prohibited by law; (c) to pay interest at the Contract rate on the remaining unpaid balance plus accrued interest, from the date of maturity until paid in full; (d) to reimburse you immediately upon your demand, with interest at the Contract rate, the amount of funds you actually advance on my behalf to correct my default; and (e) that if I am married, and residing in a community property state, both my community property and separate property will be liable for all payments due under this Contract.

ASSIGNMENT: You may assign this Contract to any person or entity. All rights granted to you under this Contract shall apply to any assignee of this Contract.

CREDIT INFORMATION: You may investigate my credit history and credit capacity in connection with opening and collecting my account and share information about me and my account with credit reporting agencies. You may sell or otherwise furnish information about me, including insurance information, to all others who may lawfully receive such information. You may furnish specific information about the Manufactured Home and any insurance policies on the Manufactured Home to any insurance agent to enable such agent to quote premiums to me and solicit my insurance business.

WAIVER: Waiver of any default shall not constitute a waiver of any other default. No term of this Contract shall be changed unless in writing and signed by one of your officers. This Contract is the entire agreement between us and I agree that no oral or implied representations have been made to induce me to enter into this Contract.

VALIDITY: Wherever possible each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. This Contract shall be of no effect until and unless signed by me and you. In no event shall any charge under this Contract exceed the highest amount allowed by applicable law. If any excess charge is received, such excess shall be refunded or applied to the amount due.

GOVERNING LAW: Each provision of this Contract shall be construed in accordance with and governed by the laws of the state of Pennsylvania, provided that to the extent you have greater rights or remedies under Federal law, such choice of state law shall not be deemed to deprive you of such greater rights and remedies under Federal law.

NOTICE

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

YOU AND I HAVE READ AND FULLY UNDERSTAND THIS CONTRACT, INCLUDING THE PARAGRAPH CALLING FOR RESOLVING DISPUTES BY ARBITRATION, REFERENCE, OR TRIAL BY A JUDGE, AND NOT BY JURY TRIAL, AND AGREE THAT THIS CONTRACT SETS FORTH OUR ENTIRE AGREEMENT AND THAT NO OTHER PROMISES HAVE BEEN MADE.

ACCEPTED: The foregoing Contract is hereby assigned under the terms of the Assignment below.

If you do not meet your Contract obligations, you may lose your manufactured home.
 Notice to Buyer: Do not sign this Contract in blank. You are entitled to an exact copy of the Contract you sign. Keep it to protect your legal rights.

BUYER(S) SIGNATURE(S):

SELLER: FAMILY MOBILE HOMES INC

SELLER'S ADDRESS: 1683 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

SELLER'S SIGNATURE: *David G. Lile, Pres.*

SELLER'S TITLE: Family Mobile Homes, Inc.

John G. Kitko
 JOHN G. KITKO

DATE OF THIS CONTRACT: December 23, 1997

I AGREE TO ALL THE TERMS ON ALL PAGES OF THIS RETAIL INSTALLMENT CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

John G. Kitko
 (Signature of Buyer)

(Signature of Co-Buyer)

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON PAGE 1 ("Creditor")

With respect to this retail installment contract ("Contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this Contract; (3) this Contract arose from the bona fide sale of the merchandise described in this Contract; (4) the down payment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) any trade-in, or other consideration, received as any part of the down payment is accurately described on page 2 and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on page 2 and has been paid off by Seller prior to or contemporaneously with the assignment of this Contract to Creditor; (6) there is now owing on this Contract the amount set forth herein; (7) this Contract and any guaranty submitted in connection herewith is in all respects legally enforceable against each purported signatory thereof; (8) Seller has the right to assign this Contract and thereby to convey good title to it; (9) in the event of any claim or defense asserted by any Buyer, or any heirs or assigns of Buyer, with respect to the Manufactured Home or other property or consideration transferred pursuant to this retail installment contract, Seller agrees that it will indemnify and hold Creditor harmless from all such claims and defenses as well as from all costs reasonably incurred by Creditor in connection therewith, including but not limited to reasonable attorney fees and court costs; and (10) in accordance with the Fair Credit Reporting Act, Seller has notified Buyer that this Contract is to be submitted to Creditor.

For value received, Seller hereby assigns to Creditor all its rights, title and interest in this Contract and the property which is the subject matter hereof and authorizes Creditor to do everything necessary to collect and discharge same. All the terms of any existing written agreements between Seller and Creditor governing the purchase of Contracts are made a part hereof by reference, it being understood that Creditor relies upon the above warranties and upon said agreements in purchasing this Contract.

DEPARTMENT OF TRANSPORTATION CERTIFICATE OF TITLE FOR A VEHICLE

7,560

980200054003446-001

61300851

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE OF VEHICLE	TITLE NUMBER
-------------------------------	------	-----------------	--------------

VEHICLE TYPE	DUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROC. DATE	ODOM. MILES	ODOM. STATUS
--------------	-----	----------	-------------------	------------------	-------------	--------------

DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GVWR	GOWR	TITLE BRANDS
----------------	---------------	----------------	------	------	--------------

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JOHN G KITKO
RD 2 BOX 277
MORRISDALE PA 16858

ODOMETER STATUS

- 0 - ACTUAL MILEAGE
- 1 - MILEAGE EXCEEDS THE MECHANICAL MILES
- 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
- E - OUT OF COUNTRY
- G - ORIGINALLY MFGD. FOR HOME S. DISTRIBUTION
- H - AGRICULTURAL VEHICLE
- L - LOGGING VEHICLE
- P - EXWAS A POLICE VEHICLE
- R - RECONSTRUCTED
- S - STREET ROD
- T - RECOVERED THEFT VEHICLE
- V - VEHICLE CONTAINS RECOVERED VIN
- W - FLOOD VEHICLE
- X - ISWAS A TAXI

FIRST LIEN FAVOR OF:

SECOND LIEN FAVOR OF:

BANK AMERICA HOUSING
SERVICES

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

MAILING ADDRESS

BY

AUTHORIZED REPRESENTATIVE

031007
BANK AMERICA HOUSING
SERVICES
2ND FLOOR
400 SOUTHPOINTE BLVD
CANONSBURG PA 15317

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

SIGN IN PRESENCE OF A NOTARY

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

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

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".
A ☐ Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).
B ☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

1ST LIEN DATE: → IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE: → IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

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

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

EXHIBIT

B

000189265

100 Southpointe Boulevard
Southpointe Plaza I, Suite 230
Canonsburg, PA 15317
Tel. (724) 873-5825
Fax (724) 873-5826

December 3, 1999

JOHN G. KITKO
RD 2 BOX 277
MORRISDALE PA 16858



RE: Manufactured Home Loan - Account #000006130085100001

NOTICE OF INTENTION TO ACCELERATE, COMMENCE LEGAL ACTION OR REPOSSESS

You are now in default on your Manufactured Home Loan Contract. If you correct the default, you may continue with the contract as though you did not default. Your default consists of failure to make timely payments of one or more installments as agreed to in the terms of the contract.

Thirty-one (31) days after the date of this notice, we may have the right to commence legal action and repossess your manufactured home.

Cure of default: You may cure your default by making payment in the amount indicated below:

Past Due Monthly Payment(s)	\$	454.42
Late Charge(s)	\$	31.07
Total Due Now	\$	485.49

Creditor's rights: Any partial payment of the amount due which is received by us will be applied to your account. You will need to pay the full amount by the date indicated above in order to cure your default. If you do not correct your default within 31 days due from the postmarked date of this notice, we may exercise our rights against you under the law by accelerating your debt and either repossessing your manufactured home or, if necessary, bringing a court action to obtain possession of your manufactured home.

If we elect to exercise our rights against you by repossession of the manufactured home you may, at any time before we sell or otherwise dispose of the manufactured home or enter into a contract for its sale or other disposition, (which shall be at least 45 days after postmark of this notice), redeem the manufactured home by paying us all amounts due plus expenses reasonably incurred by us in detaching and transporting the manufactured home to the site of the sale and our reasonable attorney's fees, to the extent permitted by law, plus court costs.

If you have any questions, write to us at the address above or call me at the phone number listed above between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

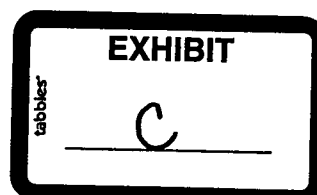
If this default was caused by your failure to make a payment or payments, and you want to pay by mail, please send a check or money order. Do not send cash.

Manager

CC: File

If any additional regular payment becomes due during this cure period, this payment must also be paid in order to avoid any further default. This correspondence is an attempt to collect a debt and any information obtained will be used for that purpose.

PA (144)



VERIFICATION

I, Donald F. Turosik, Operations/Collection Manager and duly authorized representative of Greenpoint Credit LLC, do hereby depose and say subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of my information and belief.



Donald F. Turosik
Operations/Collection Manager
Greenpoint Credit LLC

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

Plaintiff,

v.

JOHN G. KITKO

Defendant.

CIVIL DIVISION

No. 00-82-60

TYPE OF PLEADING:
Complaint in Replevin

CODE: 100

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Voelker & Associates, P.C.
Firm #332

Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604

(412) 765-0543

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

JUN 21 2000

Attest:

William L. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

CIVIL DIVISION

Plaintiff, -

No.

v.

JOHN G. KITKO,

Defendant.

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

**David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 Ext. 32**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

JOHN G. KITKO,

Defendant.

COMPLAINT IN REPLEVIN

AND NOW, comes Greenpoint Credit LLC, by and through its attorneys, Edward F. Voelker, Jr., Esq., and Voelker & Associates, P.C., and avers the following in support of its Complaint in Replevin:

1. John G. Kitko, hereinafter referred to as the "Defendant," is an individual whose last known address is RD2 Route 53, Box 276, Morrisdale, PA 16858.
2. Greenpoint Credit LLC hereinafter referred to as "Plaintiff," is a limited liability company and is duly authorized to conduct business in the Commonwealth of Pennsylvania and has its place of business at 400 South Point Blvd., South Point Plaza #1, Suite 230, Canonsburg, PA 15317.
3. On or about December 23, 1997, Defendant entered into a "Retail Installment

Contract, Security Agreement, Waiver of Trial by Jury and Agreement to Arbitration or Reference or Trial by Judge Alone," hereinafter referred to as the "Security Agreement," whereby Defendant purchased from Family Mobile Homes, Inc., hereinafter referred to as "Seller," a 1998 Skyline Bay Springs manufactured home (serial no.6A11-0270K) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

4. The Security Agreement was assigned for value to BankAmerica Housing Services, a division of Bank of America, fsb, on or about December 23, 1997, as permitted by the Security Agreement.

5. The Security Agreement was assigned for value to Plaintiff as permitted by the Security Agreement.

6. Pursuant to the Security Agreement, Defendant promised to pay Seller or Seller's assignee the financed amount of Twenty-five Thousand Two Hundred Fourteen Dollars (\$25,214.00).

7. As security for the loan, Defendant, by the Security Agreement, granted Seller and its assignees a security interest in the Manufactured Home.

8. Plaintiff's predecessor-in-interest perfected its security interest in the Manufactured Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title for a Vehicle is marked as Exhibit "B" and is attached hereto and made a part hereof.

9. Plaintiff avers that the approximate retail value of the Manufactured Home is Twenty-three Thousand Three Hundred Ninety-six (\$23,396) Dollars.

10. Defendant has defaulted under the Security Agreement by failing to make payments when due. As of January 18, 2000, the delinquent payment amount due and owing from Defendant to Plaintiff is Four Hundred Eighty-one Dollars and Six Cents (\$481.06).

11. As of January 18, 2000, the amount owed by Defendant to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is Twenty-Five Thousand Four Hundred Fifty-three Dollars and Seventy Cents (\$25,453.70). The interest on said amount is accruing at the daily rate of \$8.29.

12. Defendant has failed to surrender the Manufactured Home upon Plaintiff's demand.

13. On December 3, 1999, Plaintiff provided Defendant with a Notice of Intention to Accelerate, Commence Legal Action or Repossess, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

14. Plaintiff is now entitled to immediate possession of the Manufactured Home.

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of Twenty-five Thousand Four Hundred Fifty-three Dollars and Seventy Cents (\$25,453.70), with costs, attorneys fees, interest from January 18, 2000, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.
Attorneys for Greenpoint Credit LLC

Voelker & Associates, P.C.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219
(412) 765-0543

FEBRUARY 1999

**RETAIL INSTALLMENT CONTRACT, SECURITY AGREEMENT,
WAIVER OF TRIAL BY JURY AND AGREEMENT TO
ARBITRATION OR REFERENCE OR TRIAL BY JUDGE ALONE
(Contract)**
MH FIXED RATE CONTRACT
BUYER(S): NAME: JOHN G. KITKO

NAME: _____

NAME: _____

BUYERS NAME: _____

ADDRESS: RD 2 BOX 276
CITY: MORRISDALE
COUNTY: CLEARFIELD
STATE PA **ZIP:** 16858
PHONE: 814/345-6909 **S.SEC.#(S):** 201-66-5800
PROPOSED LOCATION OF MANUFACTURED HOME: RD 2 RTE 53, MORRISDALE, PA 16858

"I," "me," "myself" or "my" mean all persons who sign this Contract as buyer or co-buyer, jointly and severally, and "you" or "your" mean the Seller and any assignee. This Contract will be submitted to the Creditor indicated below, at a local office and, if approved, it will be assigned to that Creditor. On the date of this Contract, I buy from you on a credit sale basis the manufactured home described on page 2, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

CREDITOR: BANKAMERICA HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSB

PROMISE TO PAY: I promise to pay you at such address as you may direct the Unpaid Balance shown on page 2 of this Contract (Item 5) with interest at the rate of:

12.00 % per

year until the debt is fully paid. I will pay this amount in installments as shown in the payment schedule until the Unpaid Balance is fully paid. If, on 12-23-22, I still owe any amount under this Contract, I will pay such amount in full on that date, which is called the "Maturity Date." Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: <u>12.00</u> %	The dollar amount the credit will cost me: <u>\$ 54,457.00</u>	The amount of credit provided to me or on my behalf: <u>\$ 25,214.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 79,671.00</u>	The total cost of my purchase on credit including my down payment of: <u>\$ 3,000.00</u> <u>\$ 82,671.00</u>

See Contract terms for additional information about nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties.

Prepayment: If I pay off early, I will not have to pay a penalty, but I will not be entitled to a refund of the Prepaid Finance Charge, if any.

Payments	Amount	Due Date
300	\$ 265.57	Monthly, beginning <u>January 23</u> , 19 <u>98</u>
	\$.00	Monthly, beginning _____, 19 _____
	\$.00	Monthly, beginning _____, 19 _____
	\$.00	Monthly, beginning _____, 19 _____

Security: I give you a security interest in the goods or property being purchased.

Late Charge: If a payment is more than 15 days late, I will be charged 2 % of the unpaid amount of such payment, not to exceed \$ 5.00.

Assumption: Someone buying my Manufactured Home may not assume the remainder of the Contract on the original terms without your prior written consent.

Estimates: All numerical disclosures except the late payment disclosures are estimates.

EXHIBIT

tabbles

A

112897

**Description of
Manufactured
Home:**TRADE NAME: SKYLINE CORP.MODEL: BAY SPRINGSYEAR: 98 NEW: X USED: _____LENGTH: 66 ft. WIDTH: 14 ft.

SERIAL

NUMBERS: 6A11-0270K

ITEM

SERIAL NUMBER

ITEM

SERIAL NUMBER

ADDITIONAL SKIRTING

ACCESSORIES _____

AND FURNISHINGS: _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including Sales Tax of \$.00): \$ 26,875.00
2. a. Cash Down Payment \$ 3,000.00
b. Trade-In (Year, Make, Model):
Length _____ Width _____
Gross Value \$.00 Less \$.00
(Seller to pay off)
Net Trade-In Value \$.00
Total Down Payment \$ 3,000.00
3. Unpaid Balance of Cash Price (1 minus 2) \$ 23,875.00
4. Amounts paid to others on my behalf:^{*}
 - a. To Insurance Companies:
 - (1) Property Insurance \$ 1,270.00
 - (2) Credit Life Insurance \$.00
 - b. To Public Officials:
 - (1) Certificate of Title \$ 22.50
 - (2) FILING FEES \$ 5.00
 - c. To Creditor:
For: _____ \$.00
 - d. To:
For: NOTARY FEES
\$ 35.50
 - e. To:
For: TIRE TAX
\$ 6.00
 - f. To:
For: _____
\$.00
 - g. To:
For: _____
\$ _____
 - h. To:
For: _____
\$ _____
- Total (a + b + c + d + e + f + g + h) \$ 1,339.00
5. Unpaid Balance (3 plus 4) \$ 25,214.00
6. Prepaid Finance Charge \$.00
7. Amount Financed (5 minus 6) \$ 25,214.00

*I understand and agree that a portion of certain of these amounts may be retained by you or your affiliate.

INSURANCE

PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this Contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown, and I want it financed on this Contract.

Type of Insurance	Term	Premium
<u>X</u> Physical Damage Coverage	<u>60MOS</u>	\$ <u>1,270.00</u>
_____	<u>0MOS</u>	\$ <u>.00</u>
_____	_____	\$ _____

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE SECTION ABOVE.

CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this Contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:

Type of Coverage	Term	Premium
_____ Single	_____	\$ _____
_____ Joint	_____	\$ _____

_____ Date _____
(signature)

_____ Date _____
(signature)

(If joint coverage is desired, both proposed insureds must sign.)

ADDITIONAL TERMS AND CONDITIONS

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in all goods that are or may hereafter by operation of law become accessions to it, (2) all appliances, machinery, equipment and other goods furnished with the Manufactured Home (whether or not installed or affixed to it) including but not limited to the items listed as "Additional Accessories and Furnishings" on page 1 of this Contract, (3) any refunds of unearned insurance premiums financed in this Contract, (4) any substitutions or replacements of the foregoing, and (5) all proceeds of such Manufactured Home and accessions, and of any Additional Accessories and Furnishings. This security interest secures payment and performance of my obligations under this Contract, including any additional debt arising because of my failure to perform my obligations under this Contract and includes any contractual extensions, renewals or modifications. My execution of this Contract constitutes a waiver of my personal property and homestead exemption rights to the personal property herein described. I will sign and deliver to you whatever financing statements and other documents you deem necessary to allow you to perfect your security interest in any personal property and fixtures. I agree that you may file this security instrument or a reproduction thereof in the real estate records or other appropriate index as a financing statement for any of the items specified above. Any reproduction of this security instrument or any other security agreement or financing statement, and any extensions, renewals, or amendments thereof, shall be sufficient to perfect a security interest with respect to such items.

PREPAYMENT: I MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY, BUT I WILL NOT BE ENTITLED TO A REFUND OF THE PREPAID FINANCE CHARGE, IF ANY. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGE IN THE DUE DATES OR AMOUNTS OF MY MONTHLY PAYMENTS, UNLESS YOU AGREE IN WRITING TO THOSE CHANGES.

PROPERTY INSURANCE:

- a. **Minimum Coverage.** I am required to provide physical damage insurance coverage protecting the Manufactured Home for the term of this Contract against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood, for which you require insurance, in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time under this Contract (the "Minimum Coverage"). The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for a 10-day notice of cancellation to you. Unless you consent in writing, I shall not add any additional loss payee to the insurance policy. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this Contract, I must obtain no less than the Minimum Coverage at my expense for the remaining term of this Contract. Should I fail to maintain the Minimum Coverage, you may, but are not obligated to, obtain insurance coverage. I agree that any insurance you purchase may be for the protection of only your interest in the Manufactured Home, may not fully protect me in the event of a loss, and may be for such reasonable period as you determine. If you decide, in your sole discretion, to obtain insurance, you will notify me of that fact and that the cost, plus interest at the Contract rate, will be added to my debt. I will repay such amount during the term of the policy in the manner requested by you. I understand that the insurance premiums may be higher if you must purchase the insurance than might be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company which may receive a profit for this service.
- b. **Assignment and Application of Insurance Proceeds.** I hereby grant and assign to you the proceeds of any and all insurance coverage on the Manufactured Home, including any optional coverage, such as earthquake insurance, which in type or amount is beyond the Minimum Coverage. In the event of a loss to the Manufactured Home, I shall give prompt notice to you and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, you may do so on my behalf. All physical damage insurance proceeds, including proceeds from optional coverage, shall be applied to restoration or repair of the Manufactured Home, unless you and I agree otherwise in writing or unless such restoration or repair is not economically practical or feasible, or your security interest would be lessened. If such restoration or repair is not practical or feasible, or your security interest would be lessened, you shall apply the insurance proceeds to the remaining unpaid balance of this Contract, whether or not then due, and give me any excess. I authorize any insurer to pay you directly. I hereby appoint you as my limited attorney-in-fact to sign my name to any check, draft, or other document necessary to obtain such insurance payments.

LATE CHARGE: I agree to pay a late charge for late payment as set forth on the front of this Contract. Only one late charge will be made on any delinquent installment regardless of the period for which that installment remains in default. After this Contract matures, whether by acceleration or otherwise, I will not be charged a late charge.

RETURNED CHECK CHARGES: I will pay you the actual charge of the dishonoring institution (or such higher amount as allowed by law) if any check given to you is not honored because of insufficient funds or because no such account exists.

EVENTS OF DEFAULT: I will be in default of this Contract if: (a) I fail to make any payment when due; (b) I fail to timely make rental payments, or to pay other charges and assessments, relating to the real property and/or facility on which the Manufactured Home is located; (c) I violate restrictive covenants, rules or regulations relating to the real property and/or facility where the Manufactured Home is located; (d) I fail to keep the Manufactured Home in good repair and condition, as you may reasonably determine; (e) I remove the Manufactured Home from the address shown on this Contract unless I notify you in advance and receive your written consent; (f) I sell or attempt to sell or to transfer any beneficial interest in the Manufactured Home without first obtaining your written consent; (g) I allow the Manufactured Home to become part of any real estate without first obtaining your written consent; (h) I encumber or abandon the Manufactured Home or use it for hire or illegally; (i) I fail to promptly pay any taxes and other liens and encumbrances on the Manufactured Home or on the real property on which it is located, if this is my responsibility; and/or (j) I fail to do anything else which I have promised to do under this Contract.

NOTICE OF DEFAULT: If any of the above specified Events of Default have occurred, you may do whatever is necessary to correct my default. You will, except as set forth below, first give me a Notice of Default and Right to Cure Default before you accelerate payment of the remaining unpaid balance I owe you or repossess or foreclose on any property which secures this Contract. The Notice will tell me what my default is and how I can cure it. Except as required by applicable law, you are not required to send me this Notice when (1) you have already sent a Notice twice within the preceding one-year period, (2) I have abandoned or voluntarily surrendered the Manufactured Home, or (3) other extreme circumstances exist.

CURE OF DEFAULT: I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the Notice of Default and Right to Cure Default. To cure a default, I must pay: (a) all amounts which would have been due in the absence of default and acceleration; (b) the attorney fees set forth below; (c) any late charges that are due; and (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale. I must also perform any other obligation I would have had to perform in the absence of default.

REMEDIES UPON DEFAULT: If I do not cure the default, you may do either or both of the following at the end of the notice period, as allowed by applicable law: (a) you can require me to immediately pay you the entire remaining unpaid balance due under this Contract plus accrued interest or (b) you can repossess the Manufactured Home pursuant to the security interest I give you under this Contract. If you are not required to send me the Notice of Default and Right to Cure Default, you will have these rights immediately upon my default. Once you get possession of the Manufactured Home you will sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law. All remedies are cumulative and you may enforce them separately or together in any order you deem necessary to protect your security.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:

- a. **Dispute Resolution.** Any controversy or claim between or among you and me or our assignees arising out of or relating to this Contract or any agreements or instruments relating to or delivered in connection with this Contract, including any claim based on or arising from an alleged tort, shall, if requested by either you or me, be determined by arbitration, reference, or trial by a judge as provided below. A controversy involving only a single claimant, or claimants who are related or asserting claims arising from a single transaction, shall be determined by arbitration as described below. Any other controversy shall be determined by judicial reference of the controversy to a referee appointed by the court or, if the court where the controversy is venued lacks the power to appoint a referee, by trial by a judge without a jury, as described below. **YOU AND I AGREE AND UNDERSTAND THAT WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY, AND THERE SHALL BE NO JURY WHETHER THE CONTROVERSY OR CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE.**
- b. **Arbitration.** Since this Contract touches and concerns interstate commerce, an arbitration under this Contract shall be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in this Contract. The Commercial Rules of the American Arbitration Association ("AAA") also shall apply. The arbitrator(s) shall follow the law and shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). The award of the arbitrator(s) shall be in writing and include a statement of reasons for the award. The award shall be final. Judgment upon the award may be entered in any court having jurisdiction, and no challenge to entry of judgment upon the award shall be entertained except as provided by Section 10 of the United States Arbitration Act or upon a finding of manifest injustice.
- c. **Judicial Reference or Trial by a Judge.** If requested by either you or me, any controversy or claim under subparagraph (a) that is not submitted to arbitration as provided in subparagraph (b) shall be determined by reference to a referee appointed by the court who, sitting alone and without jury, shall decide all questions of law and fact. You and I shall designate to the court a referee selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA-sponsored proceedings. The referee shall be an active attorney or retired judge. If the court where the controversy is venued lacks the power to appoint a referee, the controversy instead shall be decided by trial by a judge without a jury.

may have to exercise self-help remedies such as set-off or repossession, to foreclose by power of sale or judicially against or sell any collateral or security, or to obtain any provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration under subparagraph (b) above. Neither the obtaining nor the exercise of any such remedy shall serve as a waiver of the right of either you or me to demand that the related or any other dispute or controversy be determined by arbitration as provided above.

ATTORNEY FEES: If I prevail in any legal action or arbitration proceeding which is commenced in connection with the enforcement of this Contract or any instrument or agreement required under this Contract, or in connection with any dispute relating to this Contract, you will pay my reasonable attorney fees, court costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the court, the referee, or the arbitrator(s) in accordance with the law. If you prevail in any such action or proceeding, or in the exercise of any self-help remedy as described above, I will pay any court costs and necessary disbursements to the full extent permitted by law, together with reasonable fees imposed on you by an attorney who is not your salaried employee, provided that prior to commencement of legal action such fees may not exceed \$50.00 and further provided that no attorney fees may be charged prior to my receipt of the Notice of Default and Right to Cure Default.

OTHER TERMS AND CONDITIONS: I agree: (a) to pay with my monthly installments, if requested by you to do so, the estimated amount necessary to pay yearly taxes, assessments and insurance premiums that will become due within the next twelve-month period; (b) to pay you a transfer fee if I sell the Manufactured Home, unless such fee is prohibited by law; (c) to pay interest at the Contract rate on the remaining unpaid balance plus accrued interest, from the date of maturity until paid in full; (d) to reimburse you immediately upon your demand, with interest at the Contract rate, the amount of funds you actually advance on my behalf to correct my default; and (e) that if I am married, and residing in a community property state, both my community property and separate property will be liable for all payments due under this Contract.

ASSIGNMENT: You may assign this Contract to any person or entity. All rights granted to you under this Contract shall apply to any assignee of this Contract.

CREDIT INFORMATION: You may investigate my credit history and credit capacity in connection with opening and collecting my account and share information about me and my account with credit reporting agencies. You may sell or otherwise furnish information about me, including insurance information, to all others who may lawfully receive such information. You may furnish specific information about the Manufactured Home and any insurance policies on the Manufactured Home to any insurance agent to enable such agent to quote premiums to me and solicit my insurance business.

WAIVER: Waiver of any default shall not constitute a waiver of any other default. No term of this Contract shall be changed unless in writing and signed by one of your officers. This Contract is the entire agreement between us and I agree that no oral or implied representations have been made to induce me to enter into this Contract.

VALIDITY: Wherever possible each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. This Contract shall be of no effect until and unless signed by me and you. In no event shall any charge under this Contract exceed the highest amount allowed by applicable law. If any excess charge is received, such excess shall be refunded or applied to the amount due.

GOVERNING LAW: Each provision of this Contract shall be construed in accordance with and governed by the laws of the state of Pennsylvania, provided that to the extent you have greater rights or remedies under Federal law, such choice of state law shall not be deemed to deprive you of such greater rights and remedies under Federal law.

NOTICE

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

YOU AND I HAVE READ AND FULLY UNDERSTAND THIS CONTRACT, INCLUDING THE PARAGRAPH CALLING FOR RESOLVING DISPUTES BY ARBITRATION, REFERENCE, OR TRIAL BY A JUDGE, AND NOT BY JURY TRIAL, AND AGREE THAT THIS CONTRACT SETS FORTH OUR ENTIRE AGREEMENT AND THAT NO OTHER PROMISES HAVE BEEN MADE.

ACCEPTED: The foregoing Contract is hereby assigned under the terms of the Assignment below.

SELLER: FAMILY MOBILE HOMES INC

SELLER'S ADDRESS: 1683 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

SELLER'S SIGNATURE: 

SELLER'S TITLE: Family Mobile Homes, Inc.

If you do not meet your Contract obligations, you may lose your manufactured home.

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

BUYER(S) SIGNATURE(S):



JOHN G. KITKO

DATE OF THIS CONTRACT: December 23, 1997

I AGREE TO ALL THE TERMS ON ALL PAGES OF THIS RETAIL INSTALLMENT CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.


(Signature of Buyer)

(Signature of Co-Buyer)

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON PAGE 1 ("Creditor")

With respect to this retail installment contract ("Contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this Contract; (3) this Contract arose from the bona fide sale of the merchandise described in this Contract; (4) the down payment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) any trade-in, or other consideration, received as any part of the down payment is accurately described on page 2 and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on page 2 and has been paid off by Seller prior to or contemporaneously with the assignment of this Contract to Creditor; (6) there is now owing on this Contract the amount set forth herein; (7) this Contract and any guaranty submitted in connection herewith is in all respects legally enforceable against each purported signatory thereof; (8) Seller has the right to assign this Contract and thereby to convey good title to it; (9) in the event of any claim or defense asserted by any Buyer, or any heirs or assigns of Buyer, with respect to the Manufactured Home or other property or consideration transferred pursuant to this retail installment contract, Seller agrees that it will indemnify and hold Creditor harmless from all such claims and defenses as well as from all costs reasonably incurred by Creditor in connection therewith, including but not limited to reasonable attorney fees and court costs; and (10) in accordance with the Fair Credit Reporting Act, Seller has notified Buyer that this Contract is to be submitted to Creditor.

For value received, Seller hereby assigns to Creditor all its rights, title and interest in this Contract and the property which is the subject matter hereof and authorizes Creditor to do everything necessary to collect and discharge same. All the terms of any existing written agreements between Seller and Creditor governing the purchase of Contracts are made a part hereof by reference, it being understood that Creditor relies upon the above warranties and upon said agreements in purchasing this Contract.

DEPARTMENT OF TRANSPORTATION CERTIFICATE OF TITLE FOR A VEHICLE

7,560

980200054003446-001

61300851

VEHICLE IDENTIFICATION NUMBER YEAR MAKE OF VEHICLE TITLE NUMBER

BODY TYPE DUP SEAT CAP PRIOR TITLE STATE ODOM. PROC. DATE ODOM. MILES ODOM. STATUS

DATE PA TITLED DATE OF ISSUE UNLADEN WEIGHT GVWR GOWR TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JOHN G KITKO
RD 2 BOX 277
MORRISDALE PA 16858

ODOMETER STATUS
0 = ACTUAL MILEAGE
1 = MILEAGE EXCEEDS THE MECHANICAL MILES
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
E = OUT OF COUNTRY
G = ORIGINALLY MFGD. FOR HOME S. DISTRIBUTION
H = AGRICULTURAL VEHICLE
L = LOGGING VEHICLE
P = EX-WAS A POLICE VEHICLE
R = RECONSTRUCTED
S = STREET ROD
T = RECOVERED THEFT VEHICLE
V = VEHICLE CONTAINS RECOVERED VIN
W = FLOOD VEHICLE
X = EX-WAS A TAXI

FIRST LIEN FAVOR OF:

BANK AMERICA HOUSING
SERVICES

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

MAILING ADDRESS

BY

AUTHORIZED REPRESENTATIVE

031007
BANK AMERICA HOUSING
SERVICES
2ND FLOOR
400 SOUTHPOINTE BLVD
CANONSBURG PA 15317

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

SIGN IN PRESENCE OF A NOTARY

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

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

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as Tenants in Common.
A ☐ Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).
B ☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

1ST LIEN DATE → IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE → IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

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

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

EXHIBIT

B

000189265

100 Southpointe Boulevard
Southpointe Plaza I, Suite 230
Canonsburg, PA 15317
Tel. (724) 873-5825
Fax (724) 873-5826

December 3, 1999

JOHN G. KITKO
RD 2 BOX 277
MORRISDALE PA 16858



RE: Manufactured Home Loan - Account #000006130085100001

NOTICE OF INTENTION TO ACCELERATE, COMMENCE LEGAL ACTION OR REPOSSESS

You are now in default on your Manufactured Home Loan Contract. If you correct the default, you may continue with the contract as though you did not default. Your default consists of failure to make timely payments of one or more installments as agreed to in the terms of the contract.

Thirty-one (31) days after the date of this notice, we may have the right to commence legal action and repossess your manufactured home.

Cure of default: You may cure your default by making payment in the amount indicated below:

Past Due Monthly Payment(s)	\$	454.42
Late Charge(s)	\$	31.07
Total Due Now	\$	485.49

Creditor's rights: Any partial payment of the amount due which is received by us will be applied to your account. You will need to pay the full amount by the date indicated above in order to cure your default. If you do not correct your default within 31 days due from the postmarked date of this notice, we may exercise our rights against you under the law by accelerating your debt and either repossessing your manufactured home or, if necessary, bringing a court action to obtain possession of your manufactured home.

If we elect to exercise our rights against you by repossession of the manufactured home you may, at any time before we sell or otherwise dispose of the manufactured home or enter into a contract for its sale or other disposition, (which shall be at least 45 days after postmark of this notice), redeem the manufactured home by paying us all amounts due plus expenses reasonably incurred by us in detaching and transporting the manufactured home to the site of the sale and our reasonable attorney's fees, to the extent permitted by law, plus court costs.

If you have any questions, write to us at the address above or call me at the phone number listed above between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

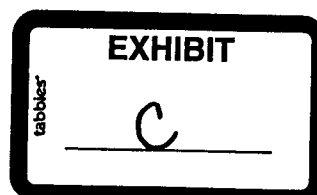
If this default was caused by your failure to make a payment or payments, and you want to pay by mail, please send a check or money order. Do not send cash.

Manager

CC: File

If any additional regular payment becomes due during this cure period, this payment must also be paid in order to avoid any further default. This correspondence is an attempt to collect a debt and any information obtained will be used for that purpose.

PA (144)



VERIFICATION

I, Donald F. Turosik, Operations/Collection Manager and duly authorized representative of Greenpoint Credit LLC, do hereby depose and say subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of my information and belief.



Donald F. Turosik
Operations/Collection Manager
Greenpoint Credit LLC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

Plaintiff,

v.

JOHN G. KITKO

Defendant.

CIVIL DIVISION

No.00-82-CO

TYPE OF PLEADING:
Praecipe to Reinstate Complaint

CODE: 100

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Voelker & Associates, P.C.
Firm #332

Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604

(412) 765-0543

FILED

MAR 29 2000

William E. Snaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

Plaintiff,

v.

JOHN G. KITKO,

Defendant.

CIVIL DIVISION

No. 00-82-CO

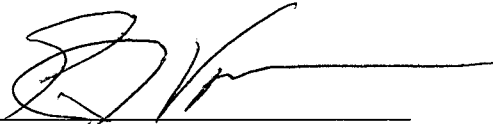
PRAECIPE FOR REINSTATEMENT OF COMPLAINT

TO: PROTHONOTARY

Kindly reinstate the Complaint in the within matter.

Respectfully submitted:

Voelker & Associates, P.C.



Edward F. Voelker, Jr.
Attorney for Plaintiff

329.00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

W. L. P. P.
Deputy Public Notary

11/11/11

01/29/2011
W. L. P. P.
Deputy Public Notary
a HyVolkens pd

\$7.00

Comp. Reinstated to
Sheriff Gras

EDWARD F. VOELKER JR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC

00-82-CD

VS

KITKO, JOHN G.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW MARCH 31, 2000 AT 11:22 AM EST SERVED THE WITHIN
COMPLAINT IN REPLEVIN ON JOHN G. KITKO, DEFENDANT AT
EMPLOYMENT TAFCO, GRAHAM ST., HYDE, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO JOHN G. KITKO A TRUE AND ATTESTED
COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO
HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

10.63 SHFF. HAWKINS PAID BY: ATTY.

SWORN TO BEFORE ME THIS

7th DAY OF April 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Maury Hamr
CHESTER A. HAWKINS
SHERIFF

FILED

APR 07 2000
013107

William A. Shaw
Prothonotary EAB

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

Plaintiff,

v.

JOHN G. KITKO

Defendant.

CIVIL DIVISION

No. 00-82-CO

TYPE OF PLEADING:
Complaint in Replevin

CODE: 100

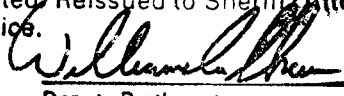
FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Voelker & Associates, P.C.
Firm #332

Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604

(412) 765-0543

3-29-00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

FILED
MAR 29 2000
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

JOHN G. KITKO,

Defendant.

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

**David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 Ext. 32**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

JOHN G. KITKO,

Defendant.

COMPLAINT IN REPLEVIN

AND NOW, comes Greenpoint Credit LLC, by and through its attorneys, Edward F. Voelker, Jr., Esq., and Voelker & Associates, P.C., and avers the following in support of its Complaint in Replevin:

1. John G. Kitko, hereinafter referred to as the "Defendant," is an individual whose last known address is RD2 Route 53, Box 276, Morrisdale, PA 16858.
2. Greenpoint Credit LLC hereinafter referred to as "Plaintiff," is a limited liability company and is duly authorized to conduct business in the Commonwealth of Pennsylvania and has its place of business at 400 South Point Blvd., South Point Plaza #1, Suite 230, Canonsburg, PA 15317.
3. On or about December 23, 1997, Defendant entered into a "Retail Installment

Contract, Security Agreement, Waiver of Trial by Jury and Agreement to Arbitration or Reference or Trial by Judge Alone," hereinafter referred to as the "Security Agreement," whereby Defendant purchased from Family Mobile Homes, Inc., hereinafter referred to as "Seller," a 1998 Skyline Bay Springs manufactured home (serial no.6A11-0270K) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

4. The Security Agreement was assigned for value to BankAmerica Housing Services, a division of Bank of America, fsb, on or about December 23, 1997, as permitted by the Security Agreement.

5. The Security Agreement was assigned for value to Plaintiff as permitted by the Security Agreement.

6. Pursuant to the Security Agreement, Defendant promised to pay Seller or Seller's assignee the financed amount of Twenty-five Thousand Two Hundred Fourteen Dollars (\$25,214.00).

7. As security for the loan, Defendant, by the Security Agreement, granted Seller and its assignees a security interest in the Manufactured Home.

8. Plaintiff's predecessor-in-interest perfected its security interest in the Manufactured Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title for a Vehicle is marked as Exhibit "B" and is attached hereto and made a part hereof.

9. Plaintiff avers that the approximate retail value of the Manufactured Home is Twenty-three Thousand Three Hundred Ninety-six (\$23,396) Dollars.

10. Defendant has defaulted under the Security Agreement by failing to make payments when due. As of January 18, 2000, the delinquent payment amount due and owing from Defendant to Plaintiff is Four Hundred Eighty-one Dollars and Six Cents (\$481.06).

11. As of January 18, 2000, the amount owed by Defendant to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is Twenty-Five Thousand Four Hundred Fifty-three Dollars and Seventy Cents (\$25,453.70). The interest on said amount is accruing at the daily rate of \$8.29.

12. Defendant has failed to surrender the Manufactured Home upon Plaintiff's demand.

13. On December 3, 1999, Plaintiff provided Defendant with a Notice of Intention to Accelerate, Commence Legal Action or Repossess, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

14. Plaintiff is now entitled to immediate possession of the Manufactured Home.

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of Twenty-five Thousand Four Hundred Fifty-three Dollars and Seventy Cents (\$25,453.70), with costs, attorneys fees, interest from January 18, 2000, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.

A handwritten signature in black ink, appearing to read 'E. Voelker', is written over a horizontal line.

Edward F. Voelker, Jr.

Attorneys for Greenpoint Credit LLC

Voelker & Associates, P.C.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219
(412) 765-0543

RETAIL INSTALLMENT CONTRACT, SECURITY AGREEMENT, WAIVER OF TRIAL BY JURY AND AGREEMENT TO ARBITRATION OR REFERENCE OR TRIAL BY JUDGE ALONE (Contract)

MH FIXED RATE CONTRACT

BUYER(S): NAME: JOHN G. KITKO

NAME: _____

NAME: _____

BUYERS

ADDRESS: RD 2 BOX 276

NAME: _____

COUNTY: CLEARFIELD

CITY: MORRISDALE

STATE: PA ZIP: 16858

PHONE: 814/345-6909 S.SEC. #(S): 201-66-5800

PROPOSED LOCATION OF MANUFACTURED HOME: RD 2 RTE 53, MORRISDALE, PA 16858

LOAN PLAN: F01 112897

OFFICE NUMBER: 79061

LOAN SOURCE NO.: 750039

ACCT. NO.: _____

FUNDING CODE: _____

"I," "me," "myself" or "my" mean all persons who sign this Contract as buyer or co-buyer, jointly and severally, and "you" or "your" mean the Seller and any assignee. This Contract will be submitted to the Creditor indicated below, at a local office and, if approved, it will be assigned to that Creditor. On the date of this Contract, I buy from you on a credit sale basis the manufactured home described on page 2, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

CREDITOR: BANKAMERICA HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSB

PROMISE TO PAY: I promise to pay you at such address as you may direct the Unpaid Balance shown on page 2 of this Contract (Item 5) with interest at the rate of:

12.00 % per

year until the debt is fully paid. I will pay this amount in installments as shown in the payment schedule until the Unpaid Balance is fully paid. If, on 12-23-22, I still owe any amount under this Contract, I will pay such amount in full on that date, which is called the "Maturity Date." Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate:	The dollar amount the credit will cost me:	The amount of credit provided to me or on my behalf:	The amount I will have paid after I have made all payments as scheduled:	The total cost of my purchase on credit including my down payment of
<u>12.00</u> %	<u>\$ 54,457.00</u>	<u>\$ 25,214.00</u>	<u>\$ 79,671.00</u>	<u>\$ 3,000.00</u> :
				<u>\$ 82,671.00</u>

See Contract terms for additional information about nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties.

Prepayment: If I pay off early, I will not have to pay a penalty, but I will not be entitled to a refund of the Prepaid Finance Charge, if any.

My Payment	Amount	Monthly, beginning	Date
300	\$ 265.57	Monthly, beginning	January 23, 19 98
	\$.00	Monthly, beginning	19
	\$.00	Monthly, beginning	19
	\$.00	Monthly, beginning	19

Security: I give you a security interest in the goods or property being purchased.

Late Charge: If a payment is more than 15 days late, I will be charged 2 % of the unpaid amount of such payment, not to exceed \$ 5.00.

Assumption: Someone buying my Manufactured Home may not assume the remainder of the Contract on the original terms without your prior written consent.

Estimates: All numerical disclosures except the late payment disclosures are estimates.

EXHIBIT

A

112897

**Description of
Manufactured
Home:**TRADE NAME: SKYLINE CORP.MODEL: BAY SPRINGSYEAR: 98 NEW: X USED: _____ LENGTH: 66 ft WIDTH: 14 ftSERIAL
NUMBERS: 6A11-0270K

ITEM

SERIAL NUMBER

ITEM

SERIAL NUMBER

ADDITIONAL SKIRTING _____

ACCESSORIES _____

AND FURNISHINGS: _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including Sales Tax of \$.00): \$ 26,875.00
2. a. Cash Down Payment \$ 3,000.00
b. Trade-In (Year, Make, Model):
Length _____ Width _____
Gross Value \$.00 Lien \$.00
(Seller to pay off)
Net Trade-In Value \$.00
Total Down Payment \$ 3,000.00
3. Unpaid Balance of Cash Price (1 minus 2) \$ 23,875.00
4. Amounts paid to others on my behalf:
 - a. To Insurance Companies:
 - (1) Property Insurance \$ 1,270.00
 - (2) Credit Life Insurance \$.00
 - b. To Public Officials:
 - (1) Certificate of Title \$ 22.50
 - (2) FILING FEES \$ 5.00
 - c. To Creditor:
 For: _____ \$.00
 - d. To: _____
For: NOTARY FEES
\$ 35.50
 - e. To: _____
For: TIRE TAX
\$ 6.00
 - f. To: _____
For: _____
\$.00
 - g. To: _____
For: _____
\$ _____
 - h. To: _____
For: _____
\$ _____
- Total (a + b + c + d + e + f + g + h) \$ 1,339.00
5. Unpaid Balance (3 plus 4) \$ 25,214.00
6. Prepaid Finance Charge \$.00
7. Amount Financed (5 minus 6) \$ 25,214.00

*I understand and agree that a portion of certain of these amounts may be retained by you or your affiliate.

INSURANCE

PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this Contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown, and I want it financed on this Contract.

Type of Insurance	Term	Premium
<u>X</u> Physical Damage Coverage	<u>60MOS</u>	\$ <u>1,270.00</u>
	<u>0MOS</u>	\$ <u>.00</u>
		\$ _____

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE SECTION ABOVE.

CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this Contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:

Type of Coverage	Term	Premium
<u>Single</u>		\$ _____
<u>Joint</u>		\$ _____
		\$ _____
	Date _____	
(signature) _____		
	Date _____	
(signature) _____		

(If joint coverage is desired, both proposed insureds must sign.)

ADDITIONAL TERMS AND CONDITIONS

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in all goods that are or may hereafter by operation of law become accessions to it, (2) all appliances, machinery, equipment and other goods furnished with the Manufactured Home (whether or not installed or affixed to it) including but not limited to the items listed as "Additional Accessories and Furnishings" on page 1 of this Contract, (3) any refunds of unearned insurance premiums financed in this Contract, (4) any substitutions or replacements of the foregoing, and (5) all proceeds of such Manufactured Home and accessions, and of any Additional Accessories and Furnishings. This security interest secures payment and performance of my obligations under this Contract, including any additional debt arising because of my failure to perform my obligations under this Contract and includes any contractual extensions, renewals or modifications. My execution of this Contract constitutes a waiver of my personal property and homestead exemption rights to the personal property herein described. I will sign and deliver to you whatever financing statements and other documents you deem necessary to allow you to perfect your security interest in any personal property and fixtures. I agree that you may file this security instrument or a reproduction thereof in the real estate records or other appropriate index as a financing statement for any of the items specified above. Any reproduction of this security instrument or any other security agreement or financing statement, and any extensions, renewals, or amendments thereof, shall be sufficient to perfect a security interest with respect to such items.

PREPAYMENT: I MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY, BUT I WILL NOT BE ENTITLED TO A REFUND OF THE PREPAID FINANCE CHARGE, IF ANY. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGE IN THE DUE DATES OR AMOUNTS OF MY MONTHLY PAYMENTS, UNLESS YOU AGREE IN WRITING TO THOSE CHANGES.

PROPERTY INSURANCE:

- a. **Minimum Coverage.** I am required to provide physical damage insurance coverage protecting the Manufactured Home for the term of this Contract against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood, for which you require insurance, in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time under this Contract (the "Minimum Coverage"). The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for a 10-day notice of cancellation to you. Unless you consent in writing, I shall not add any additional loss payee to the insurance policy. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this Contract, I must obtain no less than the Minimum Coverage at my expense for the remaining term of this Contract. Should I fail to maintain the Minimum Coverage, you may, but are not obligated to, obtain insurance coverage. I agree that any insurance you purchase may be for the protection of only your interest in the Manufactured Home, may not fully protect me in the event of a loss, and may be for such reasonable period as you determine. If you decide, in your sole discretion, to obtain insurance, you will notify me of that fact and that the cost, plus interest at the Contract rate, will be added to my debt. I will repay such amount during the term of the policy in the manner requested by you. I understand that the insurance premiums may be higher if you must purchase the insurance than might be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company which may receive a profit for this service.
- b. **Assignment and Application of Insurance Proceeds.** I hereby grant and assign to you the proceeds of any and all insurance coverage on the Manufactured Home, including any optional coverage, such as earthquake insurance, which in type or amount is beyond the Minimum Coverage. In the event of a loss to the Manufactured Home, I shall give prompt notice to you and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, you may do so on my behalf. All physical damage insurance proceeds, including proceeds from optional coverage, shall be applied to restoration or repair of the Manufactured Home, unless you and I agree otherwise in writing or unless such restoration or repair is not economically practical or feasible, or your security interest would be lessened. If such restoration or repair is not practical or feasible, or your security interest would be lessened, you shall apply the insurance proceeds to the remaining unpaid balance of this Contract, whether or not then due, and give me any excess. I authorize any insurer to pay you directly. I hereby appoint you as my limited attorney-in-fact to sign my name to any check, draft, or other document necessary to obtain such insurance payments.

LATE CHARGE: I agree to pay a late charge for late payment as set forth on the front of this Contract. Only one late charge will be made on any delinquent installment regardless of the period for which that installment remains in default. After this Contract matures, whether by acceleration or otherwise, I will not be charged a late charge.

RETURNED CHECK CHARGES: I will pay you the actual charge of the dishonoring institution (or such higher amount as allowed by law) if any check given to you is not honored because of insufficient funds or because no such account exists.

EVENTS OF DEFAULT: I will be in default of this Contract if: (a) I fail to make any payments when due; (b) I fail to timely make rental payments, or to pay other charges and assessments, relating to the real property and/or facility on which the Manufactured Home is located; (c) I violate restrictive covenants, rules or regulations relating to the real property and/or facility where the Manufactured Home is located; (d) I fail to keep the Manufactured Home in good repair and condition, as you may reasonably determine; (e) I remove the Manufactured Home from the address shown on this Contract unless I notify you in advance and receive your written consent; (f) I sell or attempt to sell or to transfer any beneficial interest in the Manufactured Home without first obtaining your written consent; (g) I allow the Manufactured Home to become part of any real estate without first obtaining your written consent; (h) I encumber or abandon the Manufactured Home or use it for hire or illegally; (i) I fail to promptly pay any taxes and other liens and encumbrances on the Manufactured Home or on the real property on which it is located, if this is my responsibility; and/or (j) I fail to do anything else which I have promised to do under this Contract.

NOTICE OF DEFAULT: If any of the above specified Events of Default have occurred, you may do whatever is necessary to correct my default. You will, except as set forth below, first give me a Notice of Default and Right to Cure Default before you accelerate payment of the remaining unpaid balance I owe you or repossess or foreclose on any property which secures this Contract. The Notice will tell me what my default is and how I can cure it. Except as required by applicable law, you are not required to send me this Notice when (1) you have already sent a Notice twice within the preceding one-year period, (2) I have abandoned or voluntarily surrendered the Manufactured Home, or (3) other extreme circumstances exist.

CURE OF DEFAULT: I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the Notice of Default and Right to Cure Default. To cure a default, I must pay: (a) all amounts which would have been due in the absence of default and acceleration; (b) the attorney fees set forth below; (c) any late charges that are due; and (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale. I must also perform any other obligation I would have had to perform in the absence of default.

REMEDIES UPON DEFAULT: If I do not cure the default, you may do either or both of the following at the end of the notice period, as allowed by applicable law: (a) you can require me to immediately pay you the entire remaining unpaid balance due under this Contract plus accrued interest or (b) you can repossess the Manufactured Home pursuant to the security interest I give you under this Contract. If you are not required to send me the Notice of Default and Right to Cure Default, you will have these rights immediately upon my default. Once you get possession of the Manufactured Home you will sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law. All remedies are cumulative and you may enforce them separately or together in any order you deem necessary to protect your security.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:

a. **Dispute Resolution.** Any controversy or claim between or among you and me or our assignees arising out of or relating to this Contract or any agreements or instruments relating to or delivered in connection with this Contract, including any claim based on or arising from an alleged tort, shall, if requested by either you or me, be determined by arbitration, reference, or trial by a judge as provided below. A controversy involving only a single claimant, or claimants who are related or asserting claims arising from a single transaction, shall be determined by arbitration as described below. Any other controversy shall be determined by judicial reference of the controversy to a referee appointed by the court or, if the court where the controversy is venued lacks the power to appoint a referee, by trial by a judge without a jury, as described below. **YOU AND I AGREE AND UNDERSTAND THAT WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY, AND THERE SHALL BE NO JURY WHETHER THE CONTROVERSY OR CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE.**

b. **Arbitration.** Since this Contract touches and concerns interstate commerce, an arbitration under this Contract shall be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in this Contract. The Commercial Rules of the American Arbitration Association ("AAA") also shall apply. The arbitrator(s) shall follow the law and shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). The award of the arbitrator(s) shall be in writing and include a statement of reasons for the award. The award shall be final. Judgment upon the award may be entered in any court having jurisdiction, and no challenge to entry of judgment upon the award shall be entertained except as provided by Section 10 of the United States Arbitration Act or upon a finding of manifest injustice.

c. **Judicial Reference or Trial by a Judge.** If requested by either you or me, any controversy or claim under subparagraph (a) that is not submitted to arbitration as provided in subparagraph (b) shall be determined by reference to a referee appointed by the court who, sitting alone and without jury, shall decide all questions of law and fact. You and I shall designate to the court a referee selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA-sponsored proceedings. The referee shall be an active attorney or retired judge. If the court where the controversy is venued lacks the power to appoint a referee, the controversy instead shall be decided by trial by a judge without a jury.

may have to exercise self-help remedies such as set-off or repossession, to foreclose by power of sale or judicially against or sell any collateral or security, or to obtain any provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration under subparagraph (b) above. Neither the obtaining nor the exercise of any such remedy shall serve as a waiver of the right of either you or me to demand that the related or any other dispute or controversy be determined by arbitration as provided above.

ATTORNEY FEES: If I prevail in any legal action or arbitration proceeding which is commenced in connection with the enforcement of this Contract or any instrument or agreement required under this Contract, or in connection with any dispute relating to this Contract, you will pay my reasonable attorney fees, court costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the court, the referee, or the arbitrator(s) in accordance with the law. If you prevail in any such action or proceeding, or in the exercise of any self-help remedy as described above, I will pay any court costs and necessary disbursements to the full extent permitted by law, together with reasonable fees imposed on you by an attorney who is not your salaried employee, provided that prior to commencement of legal action such fees may not exceed \$50.00 and further provided that no attorney fees may be charged prior to my receipt of the Notice of Default and Right to Cure Default.

OTHER TERMS AND CONDITIONS: I agree: (a) to pay with my monthly installments, if requested by you to do so, the estimated amount necessary to pay yearly taxes, assessments and insurance premiums that will become due within the next twelve-month period; (b) to pay you a transfer fee if I sell the Manufactured Home, unless such fee is prohibited by law; (c) to pay interest at the Contract rate on the remaining unpaid balance plus accrued interest, from the date of maturity until paid in full; (d) to reimburse you immediately upon your demand, with interest at the Contract rate, the amount of funds you actually advance on my behalf to correct my default; and (e) that if I am married, and residing in a community property state, both my community property and separate property will be liable for all payments due under this Contract.

ASSIGNMENT: You may assign this Contract to any person or entity. All rights granted to you under this Contract shall apply to any assignee of this Contract.

CREDIT INFORMATION: You may investigate my credit history and credit capacity in connection with opening and collecting my account and share information about me and my account with credit reporting agencies. You may sell or otherwise furnish information about me, including insurance information, to all others who may lawfully receive such information. You may furnish specific information about the Manufactured Home and any insurance policies on the Manufactured Home to any insurance agent to enable such agent to quote premiums to me and solicit my insurance business.

WAIVER: Waiver of any default shall not constitute a waiver of any other default. No term of this Contract shall be changed unless in writing and signed by one of your officers. This Contract is the entire agreement between us and I agree that no oral or implied representations have been made to induce me to enter into this Contract.

VALIDITY: Wherever possible each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. This Contract shall be of no effect until and unless signed by me and you. In no event shall any charge under this Contract exceed the highest amount allowed by applicable law. If any excess charge is received, such excess shall be refunded or applied to the amount due.

GOVERNING LAW: Each provision of this Contract shall be construed in accordance with and governed by the laws of the state of Pennsylvania, provided that to the extent you have greater rights or remedies under Federal law, such choice of state law shall not be deemed to deprive you of such greater rights and remedies under Federal law.

NOTICE

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

YOU AND I HAVE READ AND FULLY UNDERSTAND THIS CONTRACT, INCLUDING THE PARAGRAPH CALLING FOR RESOLVING DISPUTES BY ARBITRATION, REFERENCE, OR TRIAL BY A JUDGE, AND NOT BY JURY TRIAL, AND AGREE THAT THIS CONTRACT SETS FORTH OUR ENTIRE AGREEMENT AND THAT NO OTHER PROMISES HAVE BEEN MADE.

ACCEPTED: The foregoing Contract is hereby assigned under the terms of the Assignment below.

If you do not meet your Contract obligations, you may lose your manufactured home.

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

BUYER(S) SIGNATURE(S):

SELLER: FAMILY MOBILE HOMES INC

SELLER'S ADDRESS: 1683 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

SELLER'S SIGNATURE: 

SELLER'S TITLE: Family Mobile Homes, Inc.

JOHN G. KITKO

DATE OF THIS CONTRACT: December 23, 1997

I AGREE TO ALL THE TERMS ON ALL PAGES OF THIS RETAIL INSTALLMENT CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

(Signature of Buyer)

(Signature of Co-Buyer)

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON PAGE 1 ("Creditor")

With respect to this retail installment contract ("Contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this Contract; (3) this Contract arose from the bona fide sale of the merchandise described in this Contract; (4) the down payment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) any trade-in, or other consideration, received as any part of the down payment is accurately described on page 2 and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on page 2 and has been paid off by Seller prior to or contemporaneously with the assignment of this Contract to Creditor; (6) there is now owing on this Contract the amount set forth herein; (7) this Contract and any guaranty submitted in connection herewith is in all respects legally enforceable against each purported signatory thereof; (8) Seller has the right to assign this Contract and thereby to convey good title to it; (9) in the event of any claim or defense asserted by any Buyer, or any heirs or assigns of Buyer, with respect to the Manufactured Home or other property or consideration transferred pursuant to this retail installment contract, Seller agrees that it will indemnify and hold Creditor harmless from all such claims and defenses as well as from all costs reasonably incurred by Creditor in connection therewith, including but not limited to reasonable attorney fees and court costs; and (10) in accordance with the Fair Credit Reporting Act, Seller has notified Buyer that this Contract is to be submitted to Creditor.

For value received, Seller hereby assigns to Creditor all its rights, title and interest in this Contract and the property which is the subject matter hereof and authorizes Creditor to do everything necessary to collect and discharge same. All the terms of any existing written agreements between Seller and Creditor governing the purchase of Contracts are made a part hereof by reference, it being understood that Creditor relies upon the above warranties and upon said agreements in purchasing this Contract.

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

7,560

180200054803446-001

61300851

VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE OF VEHICLE	TITLE NUMBER
238174A		98	SKYLINE	5168327PHD KI
BODY TYPE	DOOR	SEAT CAP	PRIOR TITLE STATE	DOOM. PROCD. DATE
238174A	2	2	PA	2/20/98
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GVWR	GVWR
2/20/98	2/20/98			
TITLE BRANDS				

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW
 REGISTERED OWNER(S)

JOHN G KITKO
 RD 2 BOX 277
 MORRISDALE PA 16858

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

- TITLE BRANDS**
- A = ANTIQUE VEHICLE
 - C = CLASSIC VEHICLE
 - D = COLLECTIBLE VEHICLE
 - E = OUT-OF-COUNTRY
 - G = ORIGINALLY MFG. FOR HOME & DISTRIBUTION
 - H = AGRICULTURAL VEHICLE
 - L = LOGGING VEHICLE
 - P = IS/WAS A POLICE VEHICLE
 - R = RECONSTRUCTED
 - S = STREET ROD
 - T = RECOVERED THEFT VEHICLE
 - V = VEHICLE CONTAINING RECOVERED VIN
 - W = FLOOD VEHICLE
 - X = IS/WAS A TAXI

FIRST LIEN FAVOR OF:

SECOND LIEN FAVOR OF:

BANK AMERICA HOUSING SERVICES

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

MAILING ADDRESS

BY

AUTHORIZED REPRESENTATIVE

031007
BANK AMERICA HOUSING SERVICES
 2ND FLOOR
 400 SOUTHPOINTE BLVD
 CANONSBURG PA 15317

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

DAY MONTH YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".
 A ☐ Joint Tenants with Right of Survivorship (on death of one owner, the goes to the surviving owner).
 B ☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

1ST LIEN DATE

IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE

IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

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

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

EXHIBIT

B

000189265

100 Southpointe Boulevard
Southpointe Plaza I, Suite 280
Canonsburg, PA 15317
Tel. (724) 873-5825
Fax (724) 873-5826

December 3, 1999

JOHN G. KITKO
RD 2 BOX 277
MORRISDALE PA 16858



RE: Manufactured Home Loan - Account #000006130085100001

NOTICE OF INTENTION TO ACCELERATE, COMMENCE LEGAL ACTION OR REPOSSESS

You are now in default on your Manufactured Home Loan Contract. If you correct the default, you may continue with the contract as though you did not default. Your default consists of failure to make timely payments of one or more installments as agreed to in the terms of the contract.

Thirty-one (31) days after the date of this notice, we may have the right to commence legal action and repossess your manufactured home.

Cure of default: You may cure your default by making payment in the amount indicated below:

Past Due Monthly Payment(s)	\$	454.42
Late Charge(s)	\$	31.07
Total Due Now	\$	485.49

Creditor's rights: Any partial payment of the amount due which is received by us will be applied to your account. You will need to pay the full amount by the date indicated above in order to cure your default. If you do not correct your default within 31 days due from the postmarked date of this notice, we may exercise our rights against you under the law by accelerating your debt and either repossessing your manufactured home or, if necessary, bringing a court action to obtain possession of your manufactured home.

If we elect to exercise our rights against you by repossession of the manufactured home you may, at any time before we sell or otherwise dispose of the manufacturd home or enter into a contract for its sale or other disposition, (which shall be at least 45 days after postmark of this notice), redeem the manufactured home by paying us all amounts due plus expenses reasonably incurred by us in detaching and transporting the manufactured home to the site of the sale and our reasonable attorney's fees, to the extent permitted by law, plus court costs.

If you have any questions, write to us at the address above or call me at the phone number listed above between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

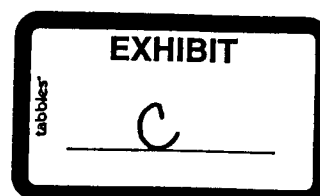
If this default was caused by your failure to make a payment or payments, and you want to pay by mail, please send a check or money order. Do not send cash.

Manager

CC: File

If any additional regular payment becomes due during this cure period, this payment must also be paid in order to avoid any further default. This correspondence is an attempt to collect a debt and any information obtained will be used for that purpose.

PA (144)



VERIFICATION

I, Donald F. Turosik, Operations/Collection Manager and duly authorized representative of Greenpoint Credit LLC, do hereby depose and say subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of my information and belief.



Donald F. Turosik
Operations/Collection Manager
Greenpoint Credit LLC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

Plaintiff,

v.

55 JOHN G. KITKO,

Defendant.

CIVIL DIVISION

NO. 00-82-CO

CODE: 09

TYPE OF PLEADING:
Praecipe to take Default Judgment

FILED ON BEHALF OF:
Greenpoint Credit LLC

COUNSEL OF RECORD:

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

Voelker & Associates, P.C.
Firm #332

Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604

(412) 765-0543

FILED

MAY 19 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

CIVIL DIVISION

Plaintiff,

NO. 00-82-CO

v.

JOHN G. KITKO,

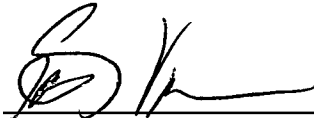
Defendant.

PRAECIPE TO TAKE DEFAULT JUDGMENT

TO: Prothonotary

Kindly enter Judgment against Defendant in the above referenced matter for failure to file an Answer or otherwise respond within 20 days from the date of service of the Complaint and assess Plaintiff's damages in the amount of \$25,453.70 plus costs and interest and possession. It is hereby certified that the Notice of Intention to take Default Judgment was served upon Defendant on April 26, 2000 by prepaid first class mail. I further certify that the defendant is not in active military service. A true and correct copy of the Notice of Intention to take Default Judgment is attached hereto as Exhibit A. The undersigned verifies that the statements of fact in the Praecipe are true and correct and are made subject to the penalties of 18 Pa.C.S.A. § 4904.

Respectfully submitted,



Edward F. Voelker, Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT, LLC,

Plaintiff

vs.

JOHN G. KITKO,

Defendant.

Civil Division

NO. 00-82-CO

Filed on Behalf of:

GREENPOINT CREDIT, LLC

Counsel of Record:

Edward F. Voelker, Jr.

Pa. I.D. #55414

Voelker & Associates, P.C.

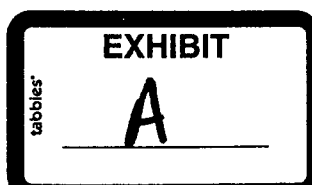
Firm #332

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT LLC,

Civil Division

Plaintiff

NO. 00-82-CO

vs.

JOHN G. KITKO,

Defendant.

NOTICE OF INTENTION TO TAKE DEFAULT JUDGMENT

TO: JOHN G. KITKO

DATE OF NOTICE: April 26, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

VOELKER & ASSOCIATES, P.C.

BY: 

EDWARD F. VOELKER, JR., ESQ
ATTORNEY FOR PLAINTIFF

FILED

MA. 6. 2003
WILKINSON

Pronouncing

Atty. Welke, pd \$20.00

Not to Dy. Kitko

Statement to Atty. Welke,

End

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

GREENPOINT CREDIT LLC,

Plaintiff(s)

vs.

JOHN G. KITKO,

Defendant(s)

No. 00-82-CD

Real Debt \$25,453.70

Atty's Comm _____

Costs _____

Int. From _____

Entry \$ _____

Instrument Default Judgment

Date of Entry May 10, 2000

Expires May 10, 2005

Certified from the record this 10th day of May, 2000.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20____, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary
is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

COPY

NOTICE OF JUDGMENT
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
CIVIL DIVISION

GREENPOINT CREDIT LLC

vs.

No. 00-82-CD

JOHN G. KITKO

TO: Defendant(s):

NOTICE is given that a JUDGMENT in the above captioned matter
has been entered against you in the amount of \$25,453.70 on
the 10th day of May, 2000.

WILLIAM A. SHAW
PROTHONOTARY

William A. Shaw