

00-141-CU  
GREENPOINT CREDIT, LLC -vs- JESSE D. GROVE et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

(114) GreenPoint Credit, LLC,

Plaintiff,

v.

(51) Jesse D. Grove and (44) Helen L. Grove,

Defendants.

CIVIL DIVISION

No. 00-741-00

Complaint in Civil Action - Replevin

Filed on behalf of:  
GreenPoint Credit, LLC

Counsel of Record for this Party:

Erin P. Dyer, Esquire  
PA ID Number: 52748  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

**FILED**

JUN 21 2000

William A. Shaw  
Prothonotary

7-24-00 Document  
Reinstated/Reissued to Sheriff's Office  
for service. *William A. Shaw*  
Deputy Prothonotary

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.
	)	
v.	)	
	)	
Jesse D. Grove and Helen L. Grove,	)	
	)	
Defendants.	)	

**COMPLAINT**

**COUNT I - REPLEVIN**

AND NOW, comes GreenPoint Credit, LLC, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. GreenPoint Credit, LLC, hereinafter referred to as "Plaintiff" or "GreenPoint," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at 400 Southpointe Boulevard, Southpointe Plaza I, Suite 230, Canonsburg, PA 15317.

2. Jesse D. Grove and Helen L. Grove, hereinafter referred to as "Defendants," are individuals whose last known address is R.D. #2, Deer Creek Road, P.O. Box 62, Morrisdale, PA 16858.

3. On or about May 19, 1999, Defendants purchased a 1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB, (the "Mobile Home"), from Family Homes, Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Seller assigned its interest in the Security Agreement to Plaintiff, GreenPoint. GreenPoint perfected its security interest in said Mobile Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

5. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of June 19, 2000, the Defendants' payments of interest and principal were in arrears in the amount of \$1,177.81. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of June 19, 2000, is \$66,837.84.

6. Plaintiff provided Defendants with thirty (30) days notice of intent to repossess the Mobile Home. A true and correct copy of the notice of intent to repossess the Mobile Home is attached hereto as Exhibit "C."

7. Defendants failed to cure the default or return the Mobile Home upon Plaintiff's demand.

8. Plaintiff avers that under the terms of the Security Agreement and Pennsylvania law it is now entitled to immediate possession of said Mobile Home.

9. The Security Agreement provides that in the event of default:

a. Defendants will pay the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;

b. Court costs and disbursements; and

c. Costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

10. In order to bring this action GreenPoint Credit, LLC was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, GreenPoint Credit, LLC, requests:

a) judgment against Defendants to recover the Mobile Home, plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.

## **COUNT II - DAMAGES**

By way of separate and alternative pleading, Plaintiff, GreenPoint Credit, LLC, alleges the following:

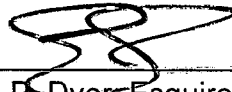
11. Paragraphs 1 through 11 of this Complaint are incorporated herein by reference as though fully set forth.

12. This Count is brought in the alternative to the relief sought in Count I.

WHEREFORE, Plaintiff, GreenPoint Credit, LLC, requests:

a) judgment against Defendants in the amount of \$66,837.84 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint Credit, LLC  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

### VERIFICATION

Don Turosik, Collection Manager and duly authorized representative of GreenPoint Credit, LLC, deposes and says subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



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Don Turosik  
Collection Manager  
GreenPoint Credit, LLC



PENNSYLVANIA

**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: JESSE D. GROVE  
 NAME: HELEN L. GROVE  
 NAME: \_\_\_\_\_

BUYERS NAME: \_\_\_\_\_  
 ADDRESS: RD 2 DEER CREEK RD CITY: MORRISDALE

COUNTY: CLEARFIELDSTATE: PA ZIP: 16858PHONE: (814) 342-6664 S SEC # (S): 199-60-7916 160-54-5294PROPOSED LOCATION OF MANUFACTURED HOME: RD 2 DEER CREEK RD, MORRISDALE, PA 16858**MH FIXED RATE CONTRACT**

FOR OFFICE USE ONLY  
 LOAN PLAN: F01 041699  
 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: GREENPOINT CREDIT CORP.

**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:

11.50 % 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 5-19-24, 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>11.50</u> %	<u>\$135,653.00</u>	<u>\$ 66,190.00</u>	<u>\$201,843.00</u>	<u>\$ 7,750.00</u> <u>\$209,593.00</u>
		See P. 2 (page 2)	Fin. Charge + Amount Fin.	Total Pay. + Down Payment

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
My payment schedule will be:	300	\$ 672.81	Monthly, beginning <u>June 19</u> , 19 <u>99</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.

041699

Description of  
Manufactured  
Home:TRADE NAME: SKYLINE CORP.MODEL: LTD EDITIONYEAR: 99 NEW: X USED: \_\_\_\_\_LENGTH: 52 ft WIDTH: 28 ftSERIAL  
NUMBERS:2N111354LAB

ITEM	SERIAL NUMBER	ITEM	SERIAL NUMBER

 ADDITIONAL AIR CONDITING \_\_\_\_\_  
 ACCESSORIES FOOTERS \_\_\_\_\_  
 AND FURNISHINGS: DECK \_\_\_\_\_

 SKIRTING \_\_\_\_\_  
 OIL TANK \_\_\_\_\_  
 BLOCKS \_\_\_\_\_

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price (Including Sales Tax of \$ .00): \$ 71,757.00
- Cash Down Payment \$ 50.00
  - Trade-In (Year, Make, Model): 87 DEROSE SUPREME  
 Length 70 Width 14  
 Gross Value \$ 19,000.00 Less \$ 11,300.00  
 (Seller to pay off)  
 Net Trade-In Value \$ 7,700.00  
 Total Down Payment \$ 7,750.00
- Unpaid Balance of Cash Price (1 minus 2) \$ 64,007.00
- Amounts paid to others on my behalf:
  - To Insurance Companies:
    - Property Insurance \$ 2,120.00
    - Credit Life Insurance \$ .00
  - To Public Officials:
    - Certificate of Title \$ 22.50
    - FILING FEES \$ 3.00
  - To Creditor:
 For: \_\_\_\_\_ \$ .00
  - To: \_\_\_\_\_  
 For: NOTARY FEE  
 \$ 35.50
  - To: \_\_\_\_\_  
 For: \_\_\_\_\_  
 \$ .00
  - To: \_\_\_\_\_  
 For: \_\_\_\_\_  
 \$ .00
  - To: \_\_\_\_\_  
 For: \_\_\_\_\_  
 \$ \_\_\_\_\_
  - To: \_\_\_\_\_  
 For: \_\_\_\_\_  
 \$ .00
- Total (a + b + c + d + e + f + g + h) \$ 2,183.00
- Unpaid Balance (3 plus 4) \$ 66,190.00
- Prepaid Finance Charge \$ .00
- Amount Financed (5 minus 6) \$ 66,190.00

\*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>2,120.00</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	_____	\$ _____
_____ (signature)	_____ Date _____	
_____ (signature)	_____ Date _____	

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

**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.

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.

g. Self-help, foreclosure, and repossession. I agree that I will not exercise any 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.**

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: [Signature]  
 SELLER'S TITLE: President

Jesse D Grove  
 JESSE D. GROVE  
Helen L Grove  
 HELEN L. GROVE

DATE OF THIS CONTRACT: May 19, 1999

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

Jesse D Grove  
 (Signature of Buyer)

Helen L Grove  
 (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.

## CERTIFICATE OF TITLE FOR A VEHICLE

8.704 61302448

991610023002248-001

2N1113541AB

VEHICLE IDENTIFICATION NUMBER

1999

YEAR

SKYLINE

MAKE OR VEHICLE

53468227001 GR

TITLE NUMBER

MH

BODY TYPE

0

DOOR

SEAT CAP

PRIOR TITLE STATE

7/08/99

OCCM. PRCD. DATE

EXEMPT

OCCM. MILES

4

OCCM. STATUS

7/08/99

DATE OF TITLE

7/08/99

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JESSE D &amp; HELEN LOGROVE

DEER CREEK RD

R D 2 LOT 13

MORRISDALE PA 16858

FIRST LIEN FAVOR OF

GREEN POINT CREDIT CORP

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

GREEN POINT CREDIT CORP

400 S POINTE BLVD

2ND FL

CANONSBURG PA 15317

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

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

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT

STORE IN A SAFE PLACE

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

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

1ST LIEN DATE: ☐ IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE: ☐ IF NO 2ND LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

9ER

OR ERASURE VOIDS THIS TITLE

EXHIBIT "B"  
Certificate of Title

01686128

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

400 Southpointe Boulevard  
Southpointe Plaza I, Suite 200  
Canonsburg, PA 15317  
Tel. (724) 873-5825  
Fax (724) 873-5826

April 20, 2000

JESSE D. GROVE  
HELEN L. GROVE  
PO BOX 62  
MORRISDALE PA 16858



RE: Manufactured Home Loan - Account #000006130244800001

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)	\$ 1,345.62
Late Charge(s)	\$ 3.43
Total Due Now	\$ 1,349.05

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)

EXHIBIT "C"  
Notice of Intent to Repossess



## PROPERTY LOCATOR



APP #:6109510

Account Number: \_\_\_\_\_

Borrower's Name: JESSE D. GROVEPhone Number: (814) 342-6664HELEN L. GROVEMailing Address: R.D.#2 Deer Creek Rd Lot #13 Morrisdale, PA. 16858

Address of Home (If different than mailing address): \_\_\_\_\_

RD 2 DEER CREEK RD MORRISDALE, PA 16858Mobile Home Park: Hanslovans MHPLot Number: 13

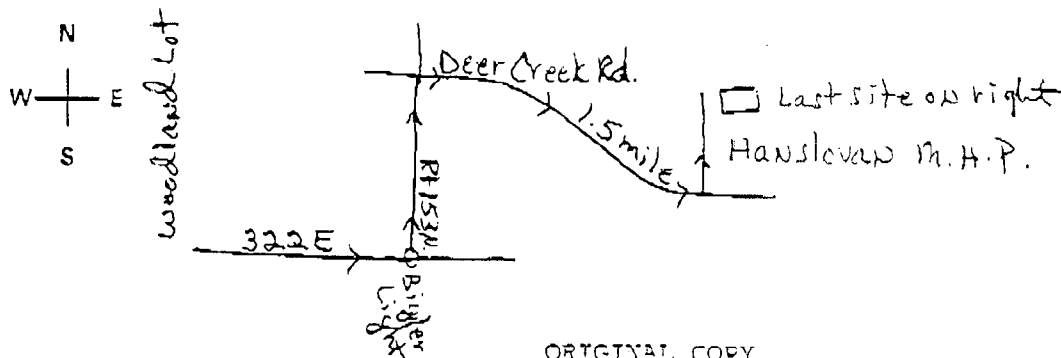
## Description of Manufactured Home:

Year: 1999	Make: SKYLINE CORP.	Model: LTD EDITION
Size: 28X32	Serial #: <u>2N11-1354LAB</u>	HUD#:

LOCATION: Direction must start from a known (be specific) starting point so that the Field Inspector may proceed to the location of the manufactured home. For example, use route# and pertinent street and road names. Use left, right, or preferably compass directions (north, south, east, west). Refrain from the use of such landmarks as dealerships, vehicles, and service stations, as they are subject to name changes and physical relocation.

From Woodland lot go Rt. 322 E To Rigler light - At Light turn left onto Rt. 153N. Toward Allport - Turn right onto Deer Creek Rd. - Travel 1.5 mile - Turn left onto dirt road going into Hanslovans M.H.P. - site is last home on right

In the space below, please sketch a map showing direction to the home site from an interstate, major highway, or intersection. Identify routes, roads, streets, and landmarks. Indicate approximate distances in parenthesis.



ORIGINAL COPY

J3906180988

FILED

JUN 21 2000  
3:44 PM  
William A. Shaw  
Prothonotary

Open for \$80.00  
Dec Sheryl Service

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT, LLC  
VS  
GROVE, JESSE D.

00-741-CD

COMPLAINT IN REPLEVIN

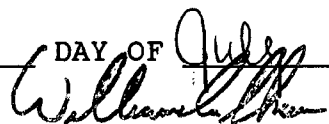
SHERIFF RETURNS

NOW JUNE 30, 2000 AT 3:27 PM DST SERVED THE WITHIN COMPLAINT  
IN REPLEVIN ON HELEN L. GROVE, DEFENDANT AT SHERIFF'S OFFICE  
MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO HELEN L. GROVE A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE  
CONTENTS THEREOF.  
SERVED BY: COUDRIET

NOW JULY 14, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I  
RETURN THE WITHIN COMPLAINT IN REPLEVIN "NOT FOUND" AS TO  
JESSE D. GROVE, DEFENDANT. NEW ADDRESS: 309 OLD FORT ROAD,  
SPRING MILLS, PA. 16875-9330 (CENTRE COUNTY).

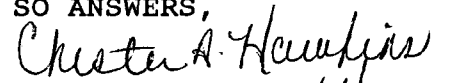

45.28 SHFF. HAWKINS PAID BY: ATTY.  
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

20th DAY OF July 2000  


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

SO ANSWERS,

CHESTER A. HAWKINS  
SHERIFF

FILED

JUL 20 2000

m/10:42

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,

Plaintiff,

v.

Jesse D. Grove and Helen L. Grove,

Defendants.

CIVIL DIVISION

No. 00 - 741 - 00

Complaint in Civil Action - Replevin

Filed on behalf of:  
GreenPoint Credit, LLC

Counsel of Record for this Party:

Erin P. Dyer, Esquire  
PA ID Number: 52748  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

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

**JUN 21 2000**

Attest:

  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,

Plaintiff,

v.

Jesse D. Grove and Helen L. Grove,

Defendants.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

CIVIL DIVISION

No.

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 BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.
	)	
v.	)	
	)	
Jesse D. Grove and Helen L. Grove,	)	
	)	
Defendants.	)	

**COMPLAINT**

**COUNT I - REPLEVIN**

AND NOW, comes GreenPoint Credit, LLC, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. GreenPoint Credit, LLC, hereinafter referred to as "Plaintiff" or "GreenPoint," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at 400 Southpointe Boulevard, Southpointe Plaza I, Suite 230, Canonsburg, PA 15317.

2. Jesse D. Grove and Helen L. Grove, hereinafter referred to as "Defendants," are individuals whose last known address is R.D. #2, Deer Creek Road, P.O. Box 62, Morrisdale, PA 16858.

3. On or about May 19, 1999, Defendants purchased a 1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB, (the "Mobile Home"), from Family Homes, Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Seller assigned its interest in the Security Agreement to Plaintiff, GreenPoint. GreenPoint perfected its security interest in said Mobile Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

5. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of June 19, 2000, the Defendants' payments of interest and principal were in arrears in the amount of \$1,177.81. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of June 19, 2000, is \$66,837.84.

6. Plaintiff provided Defendants with thirty (30) days notice of intent to repossess the Mobile Home. A true and correct copy of the notice of intent to repossess the Mobile Home is attached hereto as Exhibit "C."

7. Defendants failed to cure the default or return the Mobile Home upon Plaintiff's demand.

8. Plaintiff avers that under the terms of the Security Agreement and Pennsylvania law it is now entitled to immediate possession of said Mobile Home.

9. The Security Agreement provides that in the event of default:

a. Defendants will pay the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;

b. Court costs and disbursements; and

c. Costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

10. In order to bring this action GreenPoint Credit, LLC was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, GreenPoint Credit, LLC, requests:

a) judgment against Defendants to recover the Mobile Home, plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.

## **COUNT II - DAMAGES**

By way of separate and alternative pleading, Plaintiff, GreenPoint Credit, LLC, alleges the following:

11. Paragraphs 1 through 11 of this Complaint are incorporated herein by reference as though fully set forth.

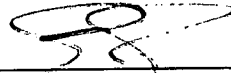
12. This Count is brought in the alternative to the relief sought in Count I.

WHEREFORE, Plaintiff, GreenPoint Credit, LLC, requests:



a) judgment against Defendants in the amount of \$66,837.84 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.



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Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint Credit, LLC  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

## VERIFICATION

Don Turosik, Collection Manager and duly authorized representative of GreenPoint Credit, LLC, deposes and says subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



---

Don Turosik  
Collection Manager  
GreenPoint Credit, LLC

## MH FIXED RATE CONTRACT

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

FOR OFFICE USE ONLY	LOAN PLAN: F01 041699
	OFFICE NUMBER: 79061
	LOAN SOURCE NO: 750039
	ACCT. NO:
FUNDING CODE:	

BUYER(S): NAME: JESSE D. GROVE  
NAME: HELEN L. GROVE  
NAME: \_\_\_\_\_COUNTY: CLEARFIELDBUYER'S ADDRESS: RD 2 DEER CREEK RD CITY: MORRISDALE STATE: PA ZIP: 16858

PHONE: (614) 342-6664 S.B.D.#SY 199-60-7916 160-54-5294

PROPOSED LOCATION OF MANUFACTURED HOME: RD 2 DEER CREEK RD, 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: GREENPOINT CREDIT CORP.

**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:

11.50 % 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 5-19-24, 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>11.50 %</u>	The dollar amount the credit will cost me: <u>\$135,653.00</u>	The amount of credit provided to me or on my behalf: <u>\$ 66,190.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$201,843.00</u>	The total cost of my purchase on credit including my down payment of: <u>\$ 7,750.00</u> <u>\$209,593.00</u>
See #7 (page 2)		Fin. Charge + Amount Fin.	Total Pay. + Down Payment	

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
My payment schedule will be:	300	\$ 672.81	Monthly, beginning June 19, 1999
		\$ .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.

041699

Description of  
Manufactured  
Home:TRADE NAME: SKYLINE CORP.MODEL: LTD EDITIONYEAR: 99 NEW: X USED: \_\_\_\_\_LENGTH: 52 ft. WIDTH: 28 ft.SERIAL  
NUMBERS:2N11354LAB

ITEM	SERIAL NUMBER	ITEM	SERIAL NUMBER
ADDITIONAL AIR CONDITNG		SKIRTING	
ACCESSORIES FOOTERS		OIL TANK	
AND FURNISHINGS: DECK		BLOCKS	

ADDITIONAL AIR CONDITNG  
ACCESSORIES FOOTERS  
AND FURNISHINGS: DECK

SKIRTING  
OIL TANK  
BLOCKS

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price (Including Sales Tax of \$ .00): \$ 71,757.00
- Cash Down Payment \$ 50.00
  - Trade-in (Year, Make, Model): 87 DEROSE SUPREME  
Length 70 Width 14  
Gross Value \$ 19,000.00 Less \$ 11,300.00  
(Seller to pay off)  
Net Trade-In Value \$ 7,700.00  
Total Down Payment \$ 7,750.00
- Unpaid Balance of Cash Price (1 minus 2) \$ 64,007.00
- Amounts paid to others on my behalf:
  - To Insurance Companies:
    - Property Insurance \$ 2,120.00
    - Credit Life Insurance \$ .00
  - To Public Officials:
    - Certificate of Title \$ 22.50
    - FILING FEES \$ 3.00
  - To Creditor:
 For: \$ .00
  - To:
 For: NOTARY FEE  
\$ 35.50
  - To:
 For: \$ .00
  - To:
 For: \$ .00
  - To:
 For: \$ .00
  - To:
 For: \$ .00
- Total (a + b + c + d + e + f + g + h) \$ 2,133.00
- Unpaid Balance (3 plus 4) \$ 66,190.00
- Prepaid Finance Charge \$ .00
- Amount Financed (5 minus 6) \$ 66,190.00

\*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>60 MOS</u>	\$ <u>2,120.00</u>
	<u>CMOS</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>		\$ _____

\_\_\_\_\_  
(signature) Date \_\_\_\_\_

\_\_\_\_\_  
(signature) Date \_\_\_\_\_

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

**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 (or 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.

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.**

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: *Jesse D. Grove*

SELLER'S TITLE: President

JESSE D. GROVE

HELEN L. GROVE

DATE OF THIS CONTRACT: May 19, 1999

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

*Jesse D. Grove*  
 (Signature of Buyer)

*Helen L. Grove*  
 (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.



## CERTIFICATE OF TITLE FOR A VEHICLE

8,704 61302448

991610023002248-001

2N111354LAB

VEHICLE IDENTIFICATION NUMBER

1999

YEAR

SKYLARK

MAKE OF VEHICLE

53463227001 GR

TITLE NUMBER

MH

BODY TYPE

0

CUP

SEAT CAP

PRIOR TITLE STATE

7/08/99

OCCUP. PROCD. DATE

EXEMPT

OCCUP. MILES

4

OCCUP. STATUS

7/08/99

DATE OF TITLE

7/08/99

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

## ODOMETER STATUS

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

## TITLE BRANDS

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

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JESSE D &amp; HELEN LOGROVE

DEER CREEK RD

R D 2 LOT 13

MORRISDALE PA 16858

FIRST LIEN FAVOR OF

GREEN POINT CREDIT CORP

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

GREEN POINT CREDIT CORP

400 S POINTE BLVD

2ND FL

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 legal owner of the said vehicle.

## D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN TO BEFORE ME

JUN

DAY

1999

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

The undersigned hereby makes application for Certificate of Title to the vehicle described above subject to the provisions of the Motor Vehicle Code and the rules of the Department.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT

STORE IN A SAFE PLACE

BRADLEY L. HALLORY

Secretary of Transportation

THIS SPACE IS TO BE FILLED BY PURCHASER WHEN VEHICLE IS SOLD AND THE SECTION ON THE REVERSE SIDE OF THIS DOCUMENT ARE

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

FIRST LIEN DATE

IF NO LIEN, CHECK ☐

FIRST LIEN HOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

SECOND LIEN DATE

IF NO LIEN, CHECK ☐

SECOND LIEN HOLDER

STREET

CITY

STATE

ZIP

3ER

FOR ERASURE VOIDS THIS TITLE

EXHIBIT "B"  
 Certificate of Title

01686128

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

April 20, 2000

JESSE D. GROVE  
HELEN L. GROVE  
PO BOX 62  
MORRISDALE PA 16858



RE: Manufactured Home Loan - Account #000C06130244800C01

**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)	\$ 1,345.62
Late Charge(s)	\$ 3.43
Total Due Now	\$ 1,349.05

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 us 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)

**EXHIBIT "C"**  
**Notice of Intent to Repossess**

## PROPERTY LOCATOR



APP #: 6109512

Account Number: \_\_\_\_\_

Borrower's Name: JESSE D. GROVEPhone Number: (814) 342-6664HELEN L. GROVEMailing Address: R.D.#2 Deer Creek Rd Lot #13 Morrisdale, PA. 16858

Address of Home (If different than mailing address): \_\_\_\_\_

RD 2 DEER CREEK RD MORRISDALE, PA 16858Mobile Home Park: Hanslovian's MHPLot Number: 13

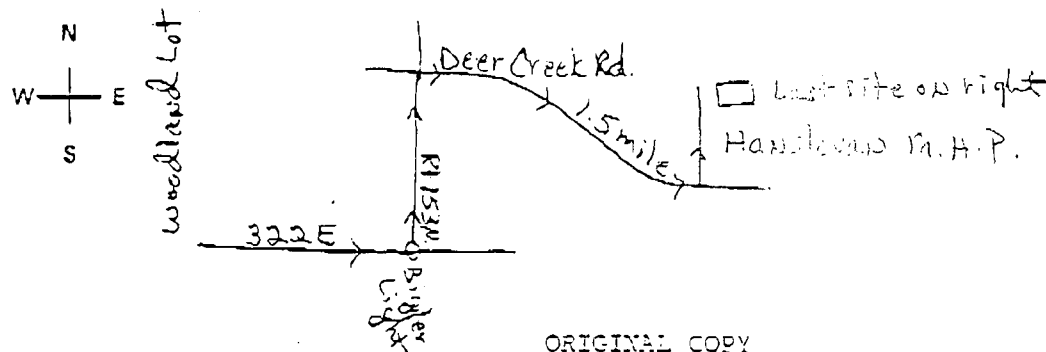
Description of Manufactured Home:

Year: 1999	Make: SKYLINE CORP.	Model: LTD EDITION
Size: 26X32	Serial #: <u>2N11-1354LAG</u>	HUD#:

**LOCATION:** Direction must start from a known (be specific) starting point so that the Field Inspector may proceed to the location of the manufactured home. For example, use route# and pertinent street and road names. Use left, right, or preferably compass directions (north, south, east, west). Refrain from the use of such landmarks as dealerships, vehicles, and service stations, as they are subject to name changes and physical relocation.

From Woodland lot go Rt. 322 E To Righter light - At light turn left onto Rt. 153N. Toward Airport - Turn right onto Deer Creek Rd - Travel 1.5 mile - Turn left onto dirt road going into Hanslovian's M.H.P. - site is last home on right

In the space below, please sketch a map showing direction to the home site from an interstate, major highway, or intersection. Identify routes, roads, streets, and landmarks. Indicate approximate distances in parenthesis.



ORIGINAL COPY

## DIRECTIONS TO SHERIFF

To: The Sheriff of Clearfield County

Re: GreenPoint Credit, LLC

Plaintiff

vs.

No. \_\_\_\_\_ Term, \_\_\_\_\_

City Ward \_\_\_\_\_

Mun. \_\_\_\_\_

Jesse D. Grove and Helen L. Grove  
Defendants

Please serve one copy of the **Complaint in Replevin** on each Defendant or an adult member of the family with whom he or she resides; but if no adult member of the family is found then to an adult person in charge of such residence at:

R.D. #2, Deer Creek Road  
P.O. Box 62  
Morrisdale, PA 16858

IF ANY OTHER PERSON IS IN POSSESSION OF THE MOBILE HOME, YOU ARE DIRECTED TO ADD THEM AS A DEFENDANT AND SERVE THEM AS WELL.

Date: June 20, 2000  
Phone: (412) 422-8975

Attorney: Erin P. Dyer, Attorney at Law  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217

## REPORT OF DEPUTY SHERIFF

Deputy: \_\_\_\_\_

## ATTEMPTS

How Served \_\_\_\_\_

Date and Time of Service \_\_\_\_\_

Place Served \_\_\_\_\_

If Residence Service, State Relationship of Party Served to Defendant

\_\_\_\_\_

If served at place of business, state Relationship of Party Served to Defendant,  
and if Individual Defendant, efforts made to get Residence Service

\_\_\_\_\_

\_\_\_\_\_

Date of Report \_\_\_\_\_, 20\_\_\_\_.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,

Plaintiff,

**V.**

Jesse D. Grove and Helen L. Grove,

Defendant(s)

CIVIL DIVISION

No. 00-741-CD

## PRAECIPE TO REINSTATE COMPLAINT

To the Prothonotary:

**Please reinstate the above-captioned Complaint.**

**FILED**

JUL 24 2000

**William A. Shaw**  
Prothonotary

Erin P. Dyer, Esquire  
Attorney for GreenPoint Credit, LLC  
PA Attorney ID Number: 52748  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

7.24.00 Document  
~~Registered/Issued to Sheriff~~  
for service.

William A. Shaw  
Deputy Prothonotary

FILED

JUL 24 2000  
M.A. Shaw  
William A. Shaw  
Prothonotary

Deposited \$7.00

1 complaint

transferred to Sheriff

~~not~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L.	)	
Grove,	)	
	)	
Defendants.	)	

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter Judgment by Default in favor of Plaintiff GreenPoint Credit, LLC and against Defendant Helen L. Grove for their failure to plead to the complaint in this action within the required time. The Complaint contains a notice to defend within twenty days from the date of service thereof. Defendants were served with the Complaint on June 21, 2000, and her answer was due to be filed on July 11, 2000.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendant at her last known address and to their attorney of record, if any, on July 27, 2000, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB, that being the relief demanded in the Complaint.

**FILED**

AUG 14 2000

William A. Shaw  
Prothonotary



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint Credit, LLC  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

Attachments:      Ten Day Notice  
                         Affidavit of Non-Military Service & Last Known Address

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,

Plaintiff,

v.

Jesse D. Grove and Helen L. Grove,

Defendant.

CIVIL DIVISION

No. 00-741-CD

FILE

**Via Certified Mail # 0 4048 8472 and Certificate of Mailing**

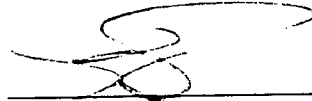
Helen L. Grove  
R.D. #2, Deer Creek Road  
P.O. Box 62  
Morrisdale, PA 16858

Date of Notice: July 27, 2000

**IMPORTANT NOTICE**

**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 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. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Extension 5982

  
Erin P. Dyer, Esquire  
Attorney for Plaintiff  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L.	)	
Grove,	)	
	)	
Defendants.	)	

AFFIDAVIT OF NON-MILITARY SERVICE & LAST KNOWN ADDRESS

ERIN P. DYER, Attorney, being duly sworn according to law, deposes and says that he makes this affidavit on behalf of the within plaintiff, being so authorized avers that defendants' place of residence is R.D. #2, Deer Creek Road, P.O. Box 62, Morrisdale, PA 16858, and that she is not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, *et seq.* This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint Credit, LLC  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

FILED

AUG 14 2000  
m/ 4:00/447  
William A. Shaw  
Prothonotary

pp  
20 -

NOTICE TO DEFT.

~~CP~~  
~~188~~

Prothonotary of Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L.	)	
Grove,	)	
	)	
Defendants.	)	

PRAECIPE FOR WRIT OF POSSESSION  
AGAINST HELEN L. GROVE ONLY

To the Prothonotary, kindly issue Writ of Possession in the above matter and direct the Sheriff of Clearfield County to:

1. Deliver possession of the following described property to GreenPoint Credit, LLC:  
1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB.
2. Inform Helen L. Grove that she has ten (10) days to remove personal items.
3. After ten (10) days a motor truck will transport the 1999 Skyline LTD Manufactured Home to a predetermined area or the Plaintiff will secure the mobile home with a new lock for later transport.
4. Levy upon any property of Helen L. Grove remaining after the above-mentioned time period and sell her interest therein.

**FILED**

AUG 14 2000

William A. Shaw  
Prothonotary



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint Credit, LLC  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

**FILED**

AUG 14 2000  
m/4:00/400  
William A. Shaw  
Prothonotary

6 CARTS TO  
SUFF

*[Handwritten signature]*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L.	)	
Grove,	)	
	)	
Defendants.	)	

WRIT OF POSSESSION AGAINST HELEN L. GROVE ONLY

COMMONWEALTH OF PENNSYLVANIA	)	
	)	ss
COUNTY OF CLEARFIELD	)	

To the Sheriff of Clearfield County:

1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to GreenPoint Credit, LLC:

1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB.

2. You are directed to inform Helen L. Grove that she has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Skyline LTD Manufactured Home to a predetermined area or the Plaintiff will secure the mobile home with a new lock for later transport.

4. To satisfy the costs against Helen L. Grove, you are directed to levy upon any property of Helen L. Grove remaining after the above-mentioned time period and sell her interest therein.

\_\_\_\_\_  
(Prothonotary/Clerk)



\_\_\_\_\_  
(Deputy)

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

*Seal of the Court:*

Date August 14, 2000

ERIN P. DYER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT, LLC

00-741-CD

VS

GROVE, JESSE D. (7/28)

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW JULY 25, 2000, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN REPLEVIN ON JESSE D. GROVE, DEFENDANT.

NOW JULY 28, 2000 SERVED THE WITHIN COMPLAINT IN REPLEVIN ON JESSE D. GROVE, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN .

18.99 SHFF. HAWKINS PAID BY: ATTY.

29.20 SHFF. NAU PAID BY: ATTY.

SWORN TO BEFORE ME THIS

25th DAY OF August 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 Harris  
CHESTER A. HAWKINS  
SHERIFF

FILED

AUG 25 2000

011130m  
William A. Shaw  
Prothonotary



# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) <u>Greenpoint Credit, LLC</u>	2. Case Number <u>00-741-CD</u>
3. Defendant(s) <u>Jesse D. Grove</u>	4. Type of Writ or Complaint: <u>Complaint in Replevin</u>

SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

7. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, \_\_\_\_\_ 20\_\_\_\_. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of \_\_\_\_\_ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

### SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

### TO BE COMPLETED BY SHERIFF

16. Served and made known to Jesse D. Grove, on the 28<sup>th</sup> day of July, 20 00, at 3:04 o'clock, P m., at 309 Old Fort Rd, Spring Mills, County of Centre Commonwealth of Pennsylvania, in the manner described below:

- ☒ Defendant(s) personally served.
- ☐ Adult family member with whom said Defendant(s) resides(s). Relationship is \_\_\_\_\_
- ☐ Adult in charge of Defendant's residence.
- ☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- ☐ Agent or person in charge of Defendant's office or usual place of business.
- ☐ \_\_\_\_\_ and officer of said Defendant company.
- ☐ Other \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

- ☐ Moved
- ☐ Unknown
- ☐ No Answer
- ☐ Vacant
- ☐ Other \_\_\_\_\_

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	9.00		2.50	7.20	.50	1.00	29.20	45.80

17. AFFIRMED and subscribed to before me this _____	So Answer. <u>John P. Peters</u>	
20. day of _____ 20____	18. Signature of Dep. Sheriff <u>[Signature]</u>	19. Date <u>8-8-00</u>
23. _____ Notary Public	21. Signature of Sheriff <u>[Signature]</u>	22. Date
SHERIFF OF CENTRE COUNTY		
My Commission Expires	Amount Pd.	Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.	25. Date Received
--	-------------------



OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX  
(814) 765-6089

# Sheriff's Office Clearfield County

SUITE 116  
1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

CHESTER A. HAWKINS  
SHERIFF

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT, LLC

NO. 00-741-CD

VS

ACTION: COMPLAINT IN REPLEVIN

JESSE D. GROVE

SERVE BY: 8/23/00

or

HEARING DATE:

\*\*\*\*\*

SERVE: JESSE D. GROVE

ADDRESS: 309 Old Fort Road, Spring Mills, Pa. 16875-9330

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 25th day of JULY 2000.

Respectfully,

  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

7-26  
19-1336-AA  
PA-75-W  
MAKE REFUND PAYABLE TO: ERIN P. DYER, Attorney

# DIRECTIONS TO SHERIFF

To: The Sheriff of Centre County

Re: GreenPoint Credit, LLC

Plaintiff

vs.

No. \_\_\_\_\_ Term, \_\_\_\_\_

City Ward \_\_\_\_\_

Mun. \_\_\_\_\_

Jesse D. Grove and Helen L. Grove

Defendants

Please **serve one copy** of the **Complaint in Replevin** on **Defendant, Jesse D. Grove** or an adult member of the family with whom he or she resides; but if no adult member of the family is found then to an adult person in charge of such residence at:

309 Old Fort Road  
Spring Mills, PA 16875-9330

Date: July 17, 2000  
Phone: (412) 422-8975

Attorney: Erin P. Dyer, Attorney at Law  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217

## REPORT OF DEPUTY SHERIFF

Deputy: \_\_\_\_\_

**ATTEMPTS**

How Served \_\_\_\_\_

Date and Time of Service \_\_\_\_\_

Place Served \_\_\_\_\_

If Residence Service, State Relationship of Party Served to Defendant

If served at place of business, state Relationship of Party Served to Defendant,  
and if Individual Defendant, efforts made to get Residence Service

Date of Report \_\_\_\_\_, 20\_\_\_\_

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

(114)

GreenPoint Credit, LLC,

Plaintiff,

v.

(51)

Jesse D. Grove and Helen L. Grove,

Defendants.

CIVIL DIVISION

No. 00-741-CD

Complaint in Civil Action - Replevin

Filed on behalf of:  
GreenPoint Credit, LLC

Counsel of Record for this Party:

Erin P. Dyer, Esquire  
PA ID Number: 52748  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

7-24-00 Document  
Reinstated/Reissued to Sheriff/for service.

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.
	)	
v.	)	
	)	
Jesse D. Grove and Helen L. Grove,	)	
	)	
Defendants.	)	

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the 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 BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.
	)	
v.	)	
	)	
Jesse D. Grove and Helen L. Grove,	)	
	)	
Defendants.	)	

**COMPLAINT**

**COUNT I - REPLEVIN**

AND NOW, comes GreenPoint Credit, LLC, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. GreenPoint Credit, LLC, hereinafter referred to as "Plaintiff" or "GreenPoint," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at 400 Southpointe Boulevard, Southpointe Plaza I, Suite 230, Canonsburg, PA 15317.

2. Jesse D. Grove and Helen L. Grove, hereinafter referred to as "Defendants," are individuals whose last known address is R.D. #2, Deer Creek Road, P.O. Box 62, Morrisdale, PA 16858.

3. On or about May 19, 1999, Defendants purchased a 1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB, (the "Mobile Home"), from Family Homes, Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Seller assigned its interest in the Security Agreement to Plaintiff, GreenPoint. GreenPoint perfected its security interest in said Mobile Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

5. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of June 19, 2000, the Defendants' payments of interest and principal were in arrears in the amount of \$1,177.81. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of June 19, 2000, is \$66,837.84.

6. Plaintiff provided Defendants with thirty (30) days notice of intent to repossess the Mobile Home. A true and correct copy of the notice of intent to repossess the Mobile Home is attached hereto as Exhibit "C."

7. Defendants failed to cure the default or return the Mobile Home upon Plaintiff's demand.

8. Plaintiff avers that under the terms of the Security Agreement and Pennsylvania law it is now entitled to immediate possession of said Mobile Home.

9. The Security Agreement provides that in the event of default:

a. Defendants will pay the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;

b. Court costs and disbursements; and

c. Costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

10. In order to bring this action GreenPoint Credit, LLC was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, GreenPoint Credit, LLC, requests:

a) judgment against Defendants to recover the Mobile Home, plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.

## **COUNT II - DAMAGES**

By way of separate and alternative pleading, Plaintiff, GreenPoint Credit, LLC, alleges the following:

11. Paragraphs 1 through 11 of this Complaint are incorporated herein by reference as though fully set forth.

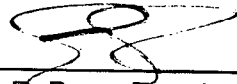
12. This Count is brought in the alternative to the relief sought in Count I.

WHEREFORE, Plaintiff, GreenPoint Credit, LLC, requests:



a) judgment against Defendants in the amount of \$66,837.84 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.

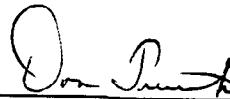


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Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint Credit, LLC  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

## VERIFICATION

Don Turosik, Collection Manager and duly authorized representative of GreenPoint Credit, LLC, deposes and says subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



---

Don Turosik  
Collection Manager  
GreenPoint Credit, LLC

**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: JESSE D. GROVE  
NAME: HELEN L. GROVE  
NAME: \_\_\_\_\_FOR \_\_\_\_\_  
OFFICE \_\_\_\_\_  
USE \_\_\_\_\_  
ONLY \_\_\_\_\_  
LOAN PLAN: F01 C41699  
OFFICE NUMBER: 79061  
LOAN SOURCE NO.: 750039  
ACCT. NO.: \_\_\_\_\_  
FUNDING CODE: \_\_\_\_\_BUYER'S ADDRESS: RD 2 DEER CREEK RD CITY: MORRISDALE COUNTY: CLEARFIELD  
STATE: PA ZIP: 16858  
PHONE: (614) 342-6664 S SED # (S) 199-60-7916 160-54-5294  
PROPOSED LOCATION OF MANUFACTURED HOME: RD 2 DEER CREEK RD, 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: GREENPOINT CREDIT CORP.

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:

11.50 % 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 5-19-24, 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>11.50 %</u>	The dollar amount the credit will cost me: <u>\$135,653.00</u>	The amount of credit provided to me or on my behalf: <u>\$ 66,190.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$201,843.00</u>	The total cost of my purchase on credit including my down payment of: <u>\$ 7,750.00</u> <u>\$209,593.00</u>
See # (page 2)		Total Pay + Down Payment		

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

	Number of Payments	Amount of Payments	When Payments Are Due
My payment schedule will be	300	\$ 672.81	Monthly, beginning June 19, 19 99
		\$ .00	Monthly, beginning 19
		\$ .00	Monthly, beginning 19
		\$ .00	Monthly, beginning 19

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.

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.

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

041699

Description of  
Manufactured  
Home:TRADE NAME: SKYLINE CORP.MODEL: LTD EDITIONYEAR: 99 NEW: X USED: \_\_\_\_\_ LENGTH: 52 ft WIDTH: 28 ftSERIAL  
NUMBERS: 2N111354LAB

ITEM	SERIAL NUMBER	ITEM	SERIAL NUMBER
ADDITIONAL <u>AIR CONDITNG</u>		SKIRTING	
ACCESSORIES <u>FOOTERS</u>		OIL TANK	
AND FURNISHINGS: <u>DECK</u>		BLOCKS	

ADDITIONAL AIR CONDITNG  
ACCESSORIES FOOTERS  
AND FURNISHINGS: DECK

SKIRTING  
OIL TANK  
BLOCKS

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including Sales Tax of \$ .00): \$ 71,757.00
2. a. Cash Down Payment \$ 50.00  
b. Trade-In (Year, Make, Model): 87 DEROSE SUPREME  
Length 70 Width 14  
Gross Value \$ 19,000.00 Less \$ 11,300.00  
(Seller to pay off)  
Net Trade-In Value \$ 7,700.00  
Total Down Payment \$ 7,750.00
3. Unpaid Balance of Cash Price (1 minus 2) \$ 64,007.00
4. Amounts paid to others on my behalf:\*  
a. To Insurance Companies:  
(1) Property Insurance \$ 2,120.00  
(2) Credit Life Insurance \$ .00  
b. To Public Officials:  
(1) Certificate of Title \$ 22.50  
(2) FILING FEES \$ 3.00  
c. To Creditor:  
For: \_\_\_\_\_ \$ .00  
d. To: \_\_\_\_\_  
For: NOTARY FEE \$ 35.50  
e. To: \_\_\_\_\_  
For: \_\_\_\_\_ \$ .00  
f. To: \_\_\_\_\_  
For: \_\_\_\_\_ \$ .00  
g. To: \_\_\_\_\_  
For: \_\_\_\_\_ \$ \_\_\_\_\_  
h. To: \_\_\_\_\_  
For: \_\_\_\_\_ \$ .00  
Total (a + b + c + d + e + f + g + h) \$ 2,183.00
5. Unpaid Balance (3 plus 4) \$ 66,190.00
6. Prepaid Finance Charge \$ .00
7. Amount Financed (5 minus 6) \$ 66,190.00

\*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>60 MOS</u>	\$ <u>2,120.00</u>
	<u>CMOS</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>		\$ _____
(signature)	Date	_____
(signature)	Date	_____

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

**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.

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.

g. Self-help, Foreclosure, and Power of Sale. I agree that I understand and acknowledge that I may have to exercise self-help remedies such as set-off or repossession, to foreclose my 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.

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:

President

Jesse D Grove  
 JESSE D. GROVE  
 Helen L. Grove  
 HELEN L. GROVE

DATE OF THIS CONTRACT: May 19, 1999

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

Jesse D Grove  
 (Signature of Buyer)

Helen L. Grove  
 (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.



## CERTIFICATE OF TITLE FOR VEHICLE

8.704 61302448

991610023002248-001

2N1113541A8

VEHICLE IDENTIFICATION NUMBER

1999

YEAR

SKYLINE

MAKE OF VEHICLE

53463227001 GR

TITLE NUMBER

MH

BODY TYPE

0

CUP

SEAT CAP

PRICE TITLE STATE

7/08/99

ODOM. PROCD. DATE

EXEMPT

ODOM. MILES

4

ODOM. STATUS

7/08/99

DATE PAID/TITLE

7/08/99

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JESSE D &amp; HELEN LOGROVE

DEER CREEK RD

R D 2 LOT 13

MORRISDALE PA 16858

FIRST LIEN FAVOR OF

GREEN POINT CREDIT CORP

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

GREEN POINT CREDIT CORP

400 S POINTE BLVD

2ND FL

CANONSBURG PA 15317

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

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

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 legal owner of the said vehicle.

## D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN TO BEFORE ME.

JUN

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the provisions of the Motor Vehicle Code and other laws of this State.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT

STORE IN A SAFE PLACE

BRADLEY L. MALLORY

Secretary of Transportation

THIS IS NOT A TITLE FOR A PURCHASER WHEN A VEHICLE IS SOLD AND THE PURCHASER MUST COMPLY WITH THE PROVISIONS FOR THE REVERSE SIDE OF THIS DOCUMENT AND THE

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

1ST LIEN DATE:

→ IF NO LIEN, CHECK ☐

1ST LIEN HOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

→ IF NO LIEN, CHECK ☐

2ND LIEN HOLDER

STREET

CITY

STATE

ZIP

PER

NOT A TITLE - VOID THIS TITLE

EXHIBIT "B"  
Certificate of Title

01686128

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

April 20, 2000

JESSE D. GROVE  
HELEN L. GROVE  
PO BOX 62  
MORRISDALE PA 16858



RE: Manufactured Home Loan - Account #000006130244800001

**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)	\$ 1,345.62
Late Charge(s)	\$ 3.43
Total Due Now	\$ 1,349.05

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)

EXHIBIT "C"  
Notice of Intent to Repossess

## PROPERTY LOCATOR



APP #: 6109510

Account Number: \_\_\_\_\_

Borrower's Name: JESSE D. GROVEPhone Number: (814) 342-6664HELEN L. GROVEMailing Address: R.D.#2 Deer Creek Rd Lot #13 Morrisdale, PA. 16858

Address of Home (If different than mailing address): \_\_\_\_\_

RD 2 DEER CREEK RD MORRISDALE, PA 16858Mobile Home Park: Hanslovian's MHPLot Number: 13

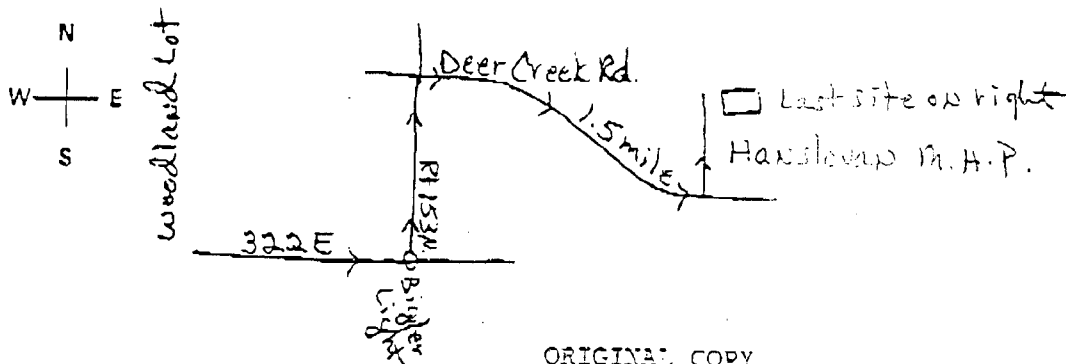
## Description of Manufactured Home:

Year: 1999	Make: SKYLINE CORP.	Model: LTD EDITION
Size: 28X52	Serial #: <u>2N11-1354LAB</u>	HUD#:

**LOCATION:** Direction must start from a known (be specific) starting point so that the Field Inspector may proceed to the location of the manufactured home. For example, use route# and pertinent street and road names. Use left, right, or preferably compass directions (north, south, east, west). Refrain from the use of such landmarks as dealerships, vehicles, and service stations, as they are subject to name changes and physical relocation.

From Woodland lot go Rt. 322 E To Bigler light - At Light turn left onto Rt. 153N. Toward Airport - Turn right onto Deer Creek Rd. - Travel 1.5 mile - Turn left onto dirt road going into Hanslovian's M.H.P. - site is last home on right

In the space below, please sketch a map showing direction to the home site from an interstate, major highway, or intersection. Identify routes, roads, streets, and landmarks. Indicate approximate distances in parenthesis.



ORIGINAL COPY

J506180888

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L.	)	
Grove,	)	
	)	
Defendant.	)	

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter Judgment by Default in favor of Plaintiff GreenPoint Credit, LLC and against Defendant Jesse D. Grove only for his failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendant was served with the Complaint on July 28, 2000, and his answer was due to be filed on August 18, 2000.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendant at his last known address and to his attorney of record, if any, on August 31, 2000 which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB, that being the relief demanded in the Complaint.

**FILED**

SEP 26 2000

William A. Shaw  
Prothonotary



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint Credit, LLC  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

Attachments: Ten Day Notice  
Affidavit of Non-Military Service & Last Known Address

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L. Grove,	)	
	)	
Defendants.	)	

**Via Certified Mail # 10 4048 5624 and Certificate of Mailing**


Jesse D. Grove  
309 Old Fort Road  
Spring Mills, PA 16875-9330

Date of Notice: August 31, 2000

**IMPORTANT NOTICE**

**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 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. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641

  
Erin P. Dyer, Esquire  
Attorney for Plaintiff  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

GreenPoint Credit, LLC, ) CIVIL DIVISION  
 )  
Plaintiff, ) No. 00-741-CD  
 )  
v. )  
 )  
Jesse D. Grove and Helen L. )  
Grove, )  
 )  
Defendant. )

Attachments: Ten Day Notice  
Affidavit of Non-Military Service & Last Known Address

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L.	)	
Grove,	)	
	)	
Defendant.	)	

AFFIDAVIT OF NON-MILITARY SERVICE & LAST KNOWN ADDRESS

ERIN P. DYER, Attorney, being duly sworn according to law, deposes and says that he makes this affidavit on behalf of the within plaintiff, being so authorized avers that defendant's place of residence is R.D. #2, Deer Creek Road, P.O. Box 62, Morrisdale, PA 16858, and that he is not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, *et seq.* This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint Credit, LLC  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

FILED

SEP 26 2000  
O 8.45 / Oct 1 Day PE  
William A. Shaw  
Prothonotary

\$20.00

Not to Dy. J. Shore  
Not to Dy. H. Shore  
EAS



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

COPY

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L.	)	
Grove,	)	
	)	
Defendant.	)	

Jesse D. Grove  
309 Old Fort Road  
Spring Mills, PA 16876-9330

**NOTICE**

Pursuant to the requirements of Pa. R.C.P. 236, you are hereby notified that:

JUDGMENT BY DEFAULT has been entered against you in the above proceeding.

---

Prothonotary of Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,

Plaintiff,

v.

Jesse D. Grove and Helen L.  
Grove,

Defendant.

) CIVIL DIVISION  
)  
)  
)  
)  
)  
)  
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)

No. 00-741-CD

**FILED**

SEP 26 2000

William A. Shaw  
Prothonotary

PRAECIPE FOR WRIT OF POSSESSION

To the Prothonotary, kindly issue Writ of Possession in the above matter and direct the Sheriff of Clearfield County to:

1. Deliver possession of the following described property to GreenPoint Credit, LLC:

1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB.

2. Inform Jesse D. Grove and Helen L. Grove that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Skyline LTD Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. Levy upon any property of Jesse D. Grove and Helen L. Grove remaining after the above-mentioned time period and sell his interest therein.



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint Credit, LLC  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

FILED

SEP 26 2000

090364th Dyer  
William A. Shaw  
Prothonotary

PA \$20.00

6 writs to Sherry  
E. J. J.

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L.	)	
Grove,	)	
	)	
Defendant.	)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA	)	
	)	ss
COUNTY OF CLEARFIELD	)	

To the Sheriff of Clearfield County:

1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to GreenPoint Credit, LLC:

1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB.

2. You are directed to inform Jesse D. Grove that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Skyline LTD Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against Jesse D. Grove, you are directed to levy upon any property of Jesse D. Grove remaining after the above-mentioned time period and sell his interest therein.

\_\_\_\_\_  
(Prothonotary/Clerk)

\_\_\_\_\_  
(Deputy)

*Seal of the Court:*

Date September 21, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L.	)	
Grove,	)	
	)	
Defendants.	)	

WRIT OF POSSESSION AGAINST HELEN L. GROVE ONLY

COMMONWEALTH OF PENNSYLVANIA	)	
	)	ss
COUNTY OF CLEARFIELD	)	

To the Sheriff of Clearfield County:

1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to GreenPoint Credit, LLC:

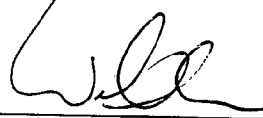
1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB.

2. You are directed to inform Helen L. Grove that she has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Skyline LTD Manufactured Home to a predetermined area or the Plaintiff will secure the mobile home with a new lock for later transport.

4. To satisfy the costs against Helen L. Grove, you are directed to levy upon any property of Helen L. Grove remaining after the above-mentioned time period and sell her interest therein.

(Prothonotary/Clerk)



(Deputy)

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

Seal of the Court:

Date August 14, 2000

**RECEIVED** AUG 15 2000

@ 1:13 PM

Walter A. Hawkins  
by Margaret W. Pitt

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10073

GREEN POINT CREDIT LLC

00-741-CD

VS.

GROVE, JESSE D. EX.

WRIT OF POSSESSION

SHERIFF RETURNS

NOW, NOVEMBER 29, 2000, RETURN WRIT AS NOT SERVED, DEFENDANTS RESIDE  
IN CENTRE COUNTY. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED  
ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$33.76

SURCHARGE 20.00

PAID BY ATTORNEY

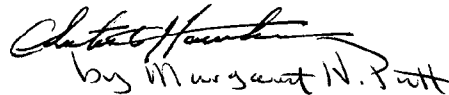
Sworn to Before Me This

29 Day Of Nov. 2000



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

So Answers,

  
by Margaret N. Pratt

Chester A. Hawkins  
Sheriff

FILED

NOV 29 2000  
014:01ms  
William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-741-CD
	)	
v.	)	
	)	
Jesse D. Grove and Helen L.	)	
Grove,	)	
	)	
Defendant.	)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA	)	
	)	ss
COUNTY OF CLEARFIELD	)	

To the Sheriff of Clearfield County:

1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to GreenPoint Credit, LLC:

1999 Skyline LTD Manufactured Home, Serial Number 2N111354LAB.

2. You are directed to inform Jesse D. Grove that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Skyline LTD Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against Jesse D. Grove, you are directed to levy upon any property of Jesse D. Grove remaining after the above-mentioned time period and sell his interest therein.



(Prothonotary/Clerk)

(Deputy)

*Seal of the Court:*

Date September 26, 2000

RECEIVED SEP 26 2000

@ 11:30 AM  
Chester A. Hankins  
by Margaret H. Pratt

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket #

10283

GREENPOINT CREDIT, LLC

00-741-CD

VS.

GROVE, JESSE D.

WRIT OF POSSESSION

**SHERIFF RETURNS**

NOW, SEPTEMBER 26, 2000, RECEIVED PHONE CALL FROM ERIN DYER'S OFFICE THAT WRIT SHOULD NOT BE SERVED AS MANUFACTURED HOME HAS BEEN SECURED.

NOW, SEPTEMBER 27, 2000, RECEIVED FAX CONFIRMING PHONE CALL OF SEPTEMBER 26, 2000, THAT WRIT IS NOT TO BE SERVED.

NOW, NOVEMBER 30, 2000, RETURN WRIT AS NOT SERVED PER PLAINTIFFS ATTORNEY. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$9.00

SURCHARGE \$20.00

PAID BY ATTORNEY

**FILED**

NOV 30 2000  
01:55pm  
William A. Shaw  
Prothonotary

Sworn to Before Me This

30th Day Of November 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 Margaret H. Pratt  
Chester A. Hawkins  
Sheriff

**ERIN P. DYER**

*Attorney at Law*

2021 MURRAY AVENUE, SUITE B  
PITTSBURGH, PENNSYLVANIA 15217

TELEPHONE: (412) 422-9975

FACSIMILE: (412) 422-9095

September 27, 2000

**Via Telefax: (814) 765-6089**

Chester A. Hawkins, Sheriff  
Sheriff's Office of Clearfield County  
230 E. Market Street  
Clearfield, PA 16830

Re: GreenPoint Credit, LLC v. Jesse D. Grove and Helen L. Grove  
Civil Division No: 00-741-CD

Dear Sheriff:

In order to confirm our telephone conversation with your office September 26, 2000, please hold your efforts to serve the Writ of Possession in the above-referenced matter. Our client has advised us that the manufactured home has been secured.

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

Very truly yours,



Erin P. Dyer

EPD:cad

COPY

ANGINO & ROVNER  
BY: JAMES DeCINTI, ESQUIRE  
IDENTIFICATION NO.: 77421  
4502 North Front Street  
Harrisburg, PA 17110-1799  
717-238-6791

**Attorneys for Plaintiffs**

ANGINO and ROVNER, P.C.

Plaintiff

v.

CLEARFIELD HOSPITAL, ET AL.

Defendant

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

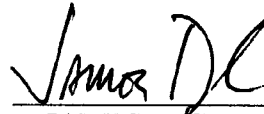
No: 00 743 CD

**PRAECIPE FOR VOLUNTARY DISMISSAL**

Plaintiffs, by and through their counsel, hereby submit this Praecipe for Voluntary Dismissal and request that the above-captioned action be discontinued and ended, with prejudice.

Respectfully submitted,

ANGINO and ROVNER, P.C.

By:   
JAMES DeCINTI, ESQUIRE  
Attorney I.D. No. 77421

**FILED**

AUG 29 2003

William A. Shaw  
Prothonotary

4502 North Front Street  
Harrisburg, PA 17110-1799  
Counsel for Plaintiffs

**FILED**

AUG 29 2003

*M. 1.46 64 202 + 1 out  
copy to*

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

**Angino & Rovner, P.C.**

**Vs.**

**No. 2000-00743-CD**

**Ashland Regional Medical Center  
Barnes-Kasson County Hospital  
Bloomsburg Hospital  
Bryn Mawr Rehab Hospital  
Chambersburg Hospital  
Clearfield Hospital  
Community Hospital of Lancaster  
Delaware County Memorial Hospital  
Ephrata Community Hospital  
Evangelical Community Hospital  
Fulton County Medical Center  
Geisinger Clinic  
Geisinger Foundation  
Geisinger Medical Group/Mill Hall  
Geisinger Medical Group/State College  
Geisinger Medical Group/Bloomsburg  
Geisinger Medical Group/Bellefonte  
Geisinger Medical Group/Milton  
Good Samaritan Hospital  
Hershey Medical Center  
J. C. Blair Memorial Hospital  
Memorial Hospital - Everett  
Health South Rehab Hospital of Mechanicsburg  
Rehab Hospital of York  
Saint Joseph Hospital  
Shamokin Area Community Hospital  
Memorial Hospital  
York Hospital  
Frankford Hospital  
Allegheny General Hospital  
Children's Hospital of Pittsburgh**

992

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 29, 2003, marked:

Settled, Discontinued and Ended.

Record costs in the sum of \$69.50 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of August A.D. 2003.

---

William A. Shaw, Prothonotary