

00-986-CD  
GREENPOINT CREDIT, LLC -vs- EDWARD E. FLEMING, JR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

(14) GreenPoint Credit, LLC,

CIVIL DIVISION

Plaintiff,

No. 00-986-C

v.

Complaint in Civil Action - Replevin

(31) Edward E. Fleming, Jr.,

Defendant.

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

AUG 14 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.
	)	
v.	)	
	)	
Edward E. Fleming, Jr.,	)	
	)	
Defendant.	)	

NOTICE

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.
	)	
v.	)	
	)	
Edward E. Fleming, Jr.,	)	
	)	
Defendant.	)	

**COMPLAINT**

**COUNT I - REPLEVIN**

AND NOW, comes GreenPoint Credit, LLC, f/k/a Bank of America 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. Edward E. Fleming, Jr., hereinafter referred to as "Defendant," is an individual whose last known address is PO Box 173, Hoover Street, Hoover Trailer Court, Hyde, PA 16843.

3. On or about February 3, 1997, Defendant purchased a 1997 Limited Edition Manufactured Home, Serial Number 2N11-0936J, (the "Mobile Home"), from Family Mobile 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. Plaintiff avers that the approximate retail value of said Mobile Home is \$20,500.00 and that the said Mobile Home is in the Defendant's possession and believed to be at Defendant's address as stated above.

6. Defendant defaulted under the terms of the Security Agreement by failing to make payments when due. As of July 13, 2000, the Defendant's payments of interest and principal were in arrears in the amount of \$541.12. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of July 13, 2000, is \$21,783.91.

7. Plaintiff provided Defendant 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."

8. Defendant failed to cure the default or return the Mobile Home upon Plaintiff's demand.

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

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

a. Defendant 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.

11. 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 Defendant 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:

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

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

WHEREFORE, Plaintiff, GreenPoint Credit, LLC, requests:

- a) judgment against Defendant in the amount of \$21,783.91 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**  
**and SECURITY AGREEMENT**

**MH FIXED RATE CONTRACT**

FOR	LOAN PLAN	F01
OFFICE	OFFICE NUMBER	79075
STATE	DEALER NO.	750039
ONLY	ACCT. NO.	15103292

BUYER(S): NAME EDWARD E. FLEMING JR  
EDWARD E. FLEMING SR CO-SIGNER

BUYER'S ADDRESS: NAME P O BOX 157

COUNTY: CENTRE

STATE: PA ZIP: 16873

CITY: SHAWVILLE

PHONE: 814/763-7634 SEC. NO.: 163-64-7292

PROPOSED LOCATION OF MANUFACTURED HOME: RT 53 FLECKS MHP LOT # PHILIPSBURG, PA 16866

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 below, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

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

Description of Manufactured Home:	TRADE NAME: <u>SKYLINE CORP.</u>	MODEL: <u>LIMITED EDITION</u>
	YEAR: <u>97</u> NEW <u>X</u> USED <u>      </u>	LENGTH: <u>64</u> ft WIDTH: <u>14</u> ft
	SERIAL NUMBERS: <u>2N11-0936J</u>	
ADDITIONAL ACCESSORIES	ITEM <u>SKIRTING</u> SERIAL NUMBER <u>      </u>	ITEM <u>DECK</u> SERIAL NUMBER <u>      </u>
AND FURNISHINGS:	ITEM <u>OIL TANK</u> SERIAL NUMBER <u>      </u>	

**PROMISE TO PAY:** I promise to pay you the Unpaid Balance shown on page 2 of this contract (Item 6) with interest at the rate of:

12.00 % per year until the debt is fully paid. I'll pay this amount in installments as shown in the payment schedule. Each monthly payment will be applied as its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: <u>12.00 %</u>	The dollar amount the credit will cost me: <u>\$ 36,647.00</u>	The amount of credit provided to me or on my behalf: <u>\$ 22,309.00</u>	The amount I will have paid for I have made all payments as scheduled: <u>\$ 58,956.00</u>	The total cost of my purchase on credit including my down payment of <u>\$ 2,487.00</u> <u>\$ 61,443.00</u>

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

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

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, under certain circumstances, be allowed to assume the remainder of the contract on the original terms.

Number of Payments	Amount of Payments	Monthly Payment & Due Date
240	\$ 245.63	Monthly, beginning <u>March 3</u> 19 <u>97</u>
	\$ .00	Monthly, beginning <u>      </u> 19 <u>      </u>
	\$ .00	Monthly, beginning <u>      </u> 19 <u>      </u>
	\$ .00	Monthly, beginning <u>      </u> 19 <u>      </u>

## ITEMIZATION OF AMOUNT FINANCED

. Cash Price (Incl. Sales Tax of \$ .00):	\$ 23,630.00
a. Cash Downpayment	\$ 2,487.00
b. Trade-In (Year, Make, Model):	Length _____ Width _____
Gross Value \$ .00	Lien \$ .00 (Seller to pay off)
Net Trade-In Value \$ .00	
Total Downpayment	\$ 2,487.00
i. Unpaid Balance of Cash Price (1 minus 2)	\$ 21,143.00
ii. Amounts paid to others on my behalf:	
a. To Insurance Companies:	
(1) Property Insurance	\$ 1,105.00
(2) Credit Life Insurance	\$ .00
b. To Public Officials:	
(1) Certificate of Title	\$ 15.00
(2) FILING FEES	\$ 5.00
c. To Creditor:	
For:	\$ .00
d. To:	
For: TIRE TAX	\$ 6.00
e. To:	
For: NOTARY FEE	\$ 35.00
f. To:	
For:	\$ .00
g. To:	
For:	\$ .00
Total (a + b + c + d + e + f + g)	\$ 1,166.00
i. Unpaid Balance (3 plus 4)	\$ 22,309.00
i. Prepaid Finance Charge	\$ .00
Amount Financed (5 minus 6)	\$ 22,309.00

**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
<input checked="" type="checkbox"/> Physical Damage Coverage	6 CMOS	\$ 1,105.00
	CMOS	\$ .00

SERV CNTRT \$

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
<input type="checkbox"/> Single	_____	\$ _____
<input type="checkbox"/> Joint	_____	\$ _____

\_\_\_\_\_  
(Signature) Date \_\_\_\_\_\_\_\_\_\_  
(Signature) Date \_\_\_\_\_

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

## ADDITIONAL TERMS AND CONDITIONS

**SECURITY INTEREST:** I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in my goods that are or may hereafter by operation of law become accessions to it, (2) all appliances, machinery, equipment and her goods furnished with the Manufactured Home (whether or not installed or attached 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 advanced in this contract, and (4) 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 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.

**REPAYMENT:** 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.

**PROPERTY INSURANCE:**

- 1. **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.
- 2. **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.

**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.

**EVENTS OF DEFAULT:** I will be in default under this contract if: (a) I fail to make any payment when due; (b) I fail to timely make rental payments, or to pay other charges and assessments, relating to the real property and/or facility on which the Manufactured Home is located; (c) I violate restrictive covenants, rules or regulations relating to the real property and/or facility where the Manufactured Home is located; (d) I fail to keep the Manufactured Home in good repair and condition, as you may reasonably determine; (e) I remove the Manufactured Home from the address shown on this contract unless I notify you in advance and receive your written consent; (f) I sell or attempt to sell 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; 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. 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's 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 any or all 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.

**ATTORNEY FEES:** If you hire an attorney who is not your salaried employee to collect what I owe under this contract or to get possession of the Manufactured Home, I will pay your reasonable attorney's fees, provided that prior to commencement of legal action such fees may not exceed \$50.00 and further provided that no attorney's fees may be charged prior to my receipt of the notice of 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 where the Manufactured Home is located, 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.

DEPTED: The foregoing contract is hereby assigned  
of the below Assignment

the terms **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):

LER: FAMILY MOBILE HOMES INC

LER'S ADDRESS: 1683 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

LER'S NATURE: Devin S. Flemin

LER'S POSITION: President

EDWARD E. FLEMING JR.

EDWARD E. FLEMING SR CO-SIGNER

DATE OF THIS CONTRACT: February 3 1997

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

Edward E. Fleming Jr.  
(Signature of Buyer)

Edward E. Fleming Jr.  
(Signature of Co-Buyer)

## ASSIGNMENT BY SELLER

## 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 is legally competent to contract at the time of Buyer's execution of this contract; (3) this contract arose from the bona fide sale of merchandise described in this contract; (4) the downpayment 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 downpayment 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 beneficiary 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 advised 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, being understood that Creditor relies upon the above warranties and upon said agreements in purchasing this contract.

ORIGINAL COPY

0005-4725 PA

PAGE 6 OF 6

TOTAL P.11

**COMMONWEALTH OF PENNSYLVANIA**  
**DEPARTMENT OF TRANSPORTATION**  
**CERTIFICATE OF TITLE FOR A VEHICLE**

10,289

970630065006032-001

2N110426		97	SKYLINER	5063733403
VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE OF VEHICLE	TITLE NUMBER
BODY TYPE	DLP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROG. DATE
9/17/97	9/17/97	EXEMPT	ODOM. MILES	ODOM. STATUS
9/17/97	9/17/97	UNLADEN WEIGHT	GVWR	GCWR
9/17/97	9/17/97	DATE PA TITLED	DATE OF ISSUE	TITLE BRANDS

**ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW**

REGISTERED OWNER(S)

EDWARD E FLEMING JR  
 185 DEER CREEK RD  
 MORRISDALE PA 16858

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

TITLE BRANDS  
 A = ANTIQUE VEHICLE  
 C = CLASSIC VEHICLE  
 D = COLLECTIBLE VEHICLE  
 F = OUT OF COUNTRY  
 G = ORIGINALLY IMPORTED FOR HONORABLE  
 DISTRIBUTION  
 H = AGRICULTURAL VEHICLE  
 L = LOGGING VEHICLE  
 P = FORMERLY A POLICE VEHICLE  
 R = RECONSTRUCTED  
 S = STREET POLE  
 T = RECOVERED THEFT VEHICLE  
 V = VEHICLE CONTAINS REISSUED VIN  
 W = FLOOD VEHICLE  
 X = FORMERLY A TAXI

FIRST LIEN FAVOR OF:

SECOND LIEN FAVOR OF:

**BANK AMERICA HOUSING  
 SERVICES**

FIRST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

SECOND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

MAILING ADDRESS

031007  
 BANK AMERICA HOUSING  
 SERVICES  
 180 SHEREE BLVD  
 SUITE 3200  
 EXTON PA 19341

If a second lienholder is listed upon cancellation of the first lien, the first  
 lienholder must forward this Title to the Bureau of Motor Vehicles with the  
 appropriate form and fee.

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 SWEARN  
 TO BEFORE ME:

MO DAY YEAR

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

SIGNATURE OF CO-APPLICANT

STORE IN A  
 PLASTIC BAG

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD TWO MONTHS  
 APPROPRIATE SECTIONS ON THE PURCHASED DATE OF THIS DOCUMENT ARE  
 COMPLETELY FILLED.

WHEN APPLYING FOR TITLE WITH A CO-OWNER OTHER THAN YOUR SPOUSE, CHECK ONE OF  
 THESE BLOCKS. IF NO BLOCK IS CHECKED, TITLE WILL BE ISSUED AS "Tenants in Common".  
 **A** Joint Tenants with Right of Survivorship (in case of one owner, title goes  
 to the surviving owner)  
 **B** Tenants in Common (in case of one owner, interest of deceased owner  
 goes to his or her heirs or estate).

IF NO LIEN  
 CHECK BOX

FIRST LIENHOLDER:

NAME

STREET

CITY

STATE

ZIP

SECOND LIENHOLDER:

NAME

STREET

ZIP

ERASURE Voids THIS TITLE  
 NO ERASURES ARE PERMITTED

**EXHIBIT "B"**  
**Certificate of Title**

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

May 18, 2000

EDWARD E. FLEMING JR  
 PO BOX 173  
 HYDE PA 16843-0173



RE: Manufactured Home Loan - Account #000007530329200001

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: Your may cure your default by making payment in the amount indicated below:

Past Due Monthly Payment(s)	\$ 271.90
Late Charge(s)	\$ 68.66
Total Due Now	\$ 340.56

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**

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

July 13, 2000

Consignor  
EDWARD E. FLEMING SR.  
PO BOX 175  
HYDE PA 16063-0175

P.O. Box 157  
SHAWNEE, PA 16873



RE: Manufactured Home Loan - Account #000007530329200001

**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: Your may cure your default by making payment in the amount indicated below:

Past Due Monthly Payment(s)	\$ 463.20
Late Charge(s)	\$ 77.92
Total Due Now	\$ 541.12

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)

FILED Atty ad,  
80.00  
Qm 2.03200  
AUG 14 2000  
1cc shss

William A. Shaw  
Prothonotary

ERIN P. DYER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT, LLC  
VS  
FLEMING, EDWARD E. JR.

00-986-CD

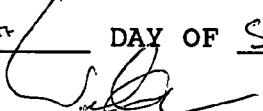
COMPLAINT IN REPLEVIN  
SHERIFF RETURNS

NOW SEPTEMBER 5, 2000 AT 9:33 AM DST SERVED THE WITHIN  
COMPLAINT IN REPLEVIN ON EDWARD E. FLEMING, JR., DEFENDANT  
AT RESIDENCE HOOVER TRAILER COURT, LAWRENCE AVE., LOT 4L,  
HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD  
E. FLEMING, JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS  
THEREOF.

SERVED BY: DAVIS/MORGILLO

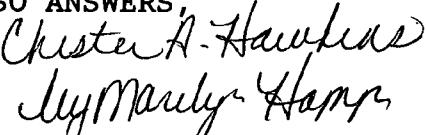
20.93 SHFF. HAWKINS PAID BY: ATTY.  
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

18<sup>th</sup> DAY OF Sept. 2000  


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

SO ANSWERS,

  
My Manly Hamps

CHESTER A. HAWKINS  
SHERIFF

FILED

SEP 18 2000

4:500/44

William A. Shaw

Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC, ) CIVIL DIVISION

Plaintiff, ) No. 00-986-CD

v.

Edward E. Fleming, Jr., )

Defendant. )

FILED

NOV 20 2000

William A. Shaw  
Prothonotary

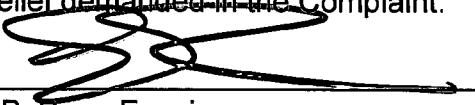
PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter judgment by default in favor of Plaintiff GreenPoint Credit, LLC and against Defendant Edward E. Fleming, Jr. 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 September 5, 2000 and his answer was due to be filed on September 26, 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 September 27, 2000, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1997 Limited Edition Manufactured Home, Serial Number 2N11-0936J, that being the relief demanded in the Complaint.

  
Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint  
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. 00-986-CD
	)	
V.	)	
	)	
Edward E. Fleming, Jr.,	)	
	)	
Defendant.	)	

**Via Certified Mail # 10 4048 6119  
and Certificate of Mailing**

Edward E. Fleming, Jr.  
Hoover Trailer Court  
Lawrence Street, Lot 4L  
Hyde, PA 16843

Date of Notice: September 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. Meholic, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-986-CD
	)	
v.	)	
	)	
Edward E. Fleming, Jr.,	)	
	)	
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 PO Box 173, Hoover Street, Hyde, PA 16843, 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  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

FILED

NOV 20 2000  
M 3381074 D/Pd  
WMA 500.00  
Promeritay

Not to Det.  
Statement to atty.  
S. J.  
H. J.

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

Greenpoint Credit, LLC  
Plaintiff(s)

Docket:

No.: 2000-00986-CD

Real Debt: \$\$21,783.91

**COPY**

Atty's Comm:

Vs.

Costs: \$

Int. From:

Edward E. Fleming Jr.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: 11/20/00

Expires: 11/20/05

Certified from the record this 11/20/00

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

**COPY**

AMENDED NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Greenpoint Credit, LLC

Vs.

No. 2000-00986-CD

Edward E. Fleming Jr.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$\$21,783.91 on the 11/20/00.

William A. Shaw  
Prothonotary

---

William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-986-CD
	)	
v.	)	
	)	
Edward E. Fleming, Jr.,	)	
	)	
Defendant.	)	

Edward E. Fleming, Jr.  
PO Box 173, Hoover Street  
Hoover Trailer Court  
Hyde , PA 16843

**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

**CCOPY**