

00-1233-CD
GREENPOINT CREDIT, INC -vs- LEVI T. BEERS et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

114

GreenPoint Credit, LLC,

CIVIL DIVISION

Plaintiff,

No. 00-1233-CO

v.

Complaint in Civil Action - Replevin

64

34

Levi T. Beers and Edwina L. Beers,

Filed on behalf of:
GreenPoint Credit, LLC

Defendants.

FILED

OCT 04 2000

William A. Shaw
Prothonotary

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,)	CIVIL DIVISION
)	
Plaintiff,)	No.
)	
v.)	
)	
Levi T. Beers and Edwina L. Beers,)	
)	
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. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,)	CIVIL DIVISION
)	
Plaintiff,)	No.
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v.)	
)	
Levi T. Beers and Edwina L. Beers,)	
)	
Defendants.)	

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. Levi T. Beers and Edwina L. Beers, hereinafter referred to as "Defendants," are individuals whose last known address is RD Box 212, Coalport, PA 16627.
3. On or about May 20, 1995, Defendants purchased a 1995 Champion 310C Manufactured Home, Serial Number 0795310C5970AB, (the "Mobile Home"), from Black's Home Sales, 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 \$26,750.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

6. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of September 26, 2000, the Defendants' payments of interest and principal were in arrears in the amount of \$944.50. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of September 26, 2000, is \$29,292.63.

7. 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."

8. Defendants 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. 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.

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 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

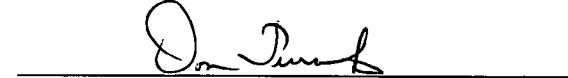
By way of separate and alternative pleading, Plaintiff, GreenPoint Credit, LLC, alleges the following:

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.

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

ITEMIZATION OF AMOUNT FINANCED		
Net Price (Incl. Sales Tax of \$	00	\$ 35,700.00
Cash Downpayment	\$ 7.00	
Trade-In (Year, Make, Model):	89 CHAMPION	
Length	56	Width 14
Gross Value \$	9,800.00	Liens \$ 6,230.00 (Seller to pay off)
Net Trade-In Value	\$ 3,570.00	
Total Downpayment	\$ 3,577.00	
Unpaid Balance of Cash Price (1 minus 2)	\$ 32,123.00	
Amounts paid to others on my behalf:		
To Insurance Companies:		
(1) Property Insurance	\$.00	
(2) Credit Life Insurance	\$.00	
To Public Officials:		
(1) Certificate of Title	\$ 25.00	
(2)	\$.00	
To Seller:		
For:	\$.00	
(Prepaid Finance Charge)		
3. To:		
For: PERMIT	\$ 40.00	
	\$.00	
e. To:		
For:	\$.00	
	\$.00	
Total (a + b + c + d + e)		
	\$ 65.00	
Unpaid Balance (3 plus 4)	\$ 32,188.00	
Prepaid Finance Charge	\$.00	
Amount Financed (5 minus 6)	\$ 32,188.00	

ACCEPTED: The foregoing contract is hereby assigned under the terms of the Assignment on page 4.

SELLER: BLACKS HOME SALES INC

SELLER'S
DRESS: 745 OLD ROUTE 22

SELLER'S
TITLE: DUNCANSVILLE, PA 16635

SELLER'S
SIGNATURE: Connie Wilson
SELLER'S
TITLE: Sales Agent

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

John T. Beers
(Signature of Buyer)

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:		
Type of Insurance	Term	Premium
Broad Form Comp.	0MOS	\$.00
Mobile Home Owners	0MOS	\$.00
SERV CNTRT	\$	

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

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

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

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

Type of Coverage	Term	Premium
Single	_____	\$ _____
Joint	_____	\$ _____
	Date _____	
	(signature) _____	Date _____
	(signature) _____	Date _____

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

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

BUYER(S) SIGNATURE(S):

John T. Beers
LEVI T. BEERS

Edwina L. Beers
EDWINA L. BEERS

DATE OF THIS CONTRACT: 5-20 95

John T. Beers
(Signature of Co-Buyer)

TABLE RATE:

Monthly Payment Changes. My monthly payment amount will change each time my interest rate is adjusted. The monthly payment amount will fully amortize the remaining contract balance at the adjusted interest rate in equal monthly payments over the remaining term of the contract.

Notice of Interest Rate and Monthly Payment Changes. You will send me notice of an adjustment in the interest rate and monthly payment at least 25 days before the adjustment. This notice will contain information about the index rate, my interest rate, payment amount and contract balance.

Conversion to Fixed Rate. I may choose to convert my variable rate contract to a fixed rate contract at any time during the first two years of the contract. In order to convert to a fixed rate, I must not be in default under the terms of the contract. I will notify you of my intent to convert to a fixed rate. The fixed interest rate will be your standard fixed interest rate for a comparable contract on the date that I notify you of my intent to convert to a fixed rate. The new fixed interest rate will take effect on the second payment due date after I notify you of my intent to convert to a fixed rate. There will be a one-time nonrefundable conversion fee of \$100.

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in goods that are or may hereafter by operation of law become accessions to it, (2) any refunds of unearned insurance premiums included in this contract, and (3) all proceeds of such Manufactured Home and accessions. This security interest secures payment of my 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. If this contract is secured by a mortgage or deed of trust on my real estate, then this security agreement is not exclusive. Your rights and remedies under this contract and any mortgage or deed of trust executed herewith are cumulative, but my right to a Notice of Default and Right to Cure Default shall not be affected by any inconsistent provision of any mortgage or deed of trust. My execution of this contract constitutes a waiver of my personal property and homestead exemption rights to the personal and real property herein described.

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: I am required to insure the Manufactured Home against physical damage for the term of the contract at my expense. The minimum coverage will be broad form comprehensive and flood coverage, if applicable, 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 on this contract. The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for 10 days notice of cancellation to you. 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 the contract. Should I fail to maintain insurance 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 include coverages beyond those you require me to maintain if I purchase my own insurance policy, and may be for such reasonable period as you determine. If you do 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 may be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company who may receive a profit for this service.

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 rules or regulations relating to the 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, if it is personal property, to become part of any real estate; (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; 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. 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 either or both of the following at the end of the notice period: (a) you can require me to immediately pay you the entire remaining unpaid balance of the contract plus accrued interest, or (b) you can repossess the Manufactured Home. If you are not required to send me the Notice of Default and Right to Cure or (b) you can repossess the Manufactured Home. 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.

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.

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.

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.

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, and any mortgage or deed of trust executed by me in connection with 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.

(See Page 2 for Consumer's and Seller's Signatures)

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.

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 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 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									
8-588		951920017003956-001		95 CHAMP		48634327801 BE			
0795310C5970AB		YEAR		MADE OF VEHICLE		TITLE NUMBER			
MM		UNLADEN WEIGHT		GVWR		TITLE BRANDS			
BODY TYPE		DATE OF TITLE		DATE OF ISSUE		7/28/95 EXEMPT			
7/28/95		7/28/95		PRIORITY STATE		ODOM. PROCD. DATE			
DATE OF TITLE		DATE OF ISSUE		PRIORITY STATE		ODOM. PROCD. DATE			
ODOOMETER DISCLOSURE EXEMPT BY FEDERAL LAW									
REGISTERED OWNER(S)									
LEVI T & EDWINA L BEERS									
R D BX 212									
COALPORT PA 16627									
FIRST LIEN FAVOR OF: S P H S BANK OF AMERICA F S B									
SECOND LIEN FAVOR OF:									
FIRST LIEN RELEASED _____ DATE _____									
BY _____ AUTHORIZED REPRESENTATIVE _____									
MAILING ADDRESS									
031007 S P H S BANK OF AMERICA F S B 180 SHEREE BLVD STE 3200 EXTON PA 19344									
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.									
D. APPLICATION FOR TITLE AND LIEN INFORMATION									
SUBSCRIBED AND SWORN TO BEFORE ME: _____		MM DAY YEAR		TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTION ON THE REVERSE SIDE OF THIS DOCUMENT IS COMPLETED.					
SIGNATURE OF PERSON AUTHORIZED DATE		IF NO LIEN CHECK BOX <input type="checkbox"/>							
SEAL		FIRST LIENHOLDER NAME _____ STREET _____ CITY _____ STATE _____ ZIP _____							
SIGN IN PRESENCE OF A NOTARY PUBLIC		SECOND LIENHOLDER NAME _____ STREET _____ CITY _____ ZIP _____							
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							
STATE IN A SAFE PLACE									
EXHIBIT "B" Certificate of Title									

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

02626672

400 Southpointe Boulevard
 Southpointe Plaza I, Suite 230
 Canonsburg, PA 15317
 Tel. (724) 873-5825
 Fax (724) 873-5836

August 21, 2000

LEVI T BEERS
 EDWINA L BEERS
 RD BOX 212
 COALPORT PA 16627



RE: Manufactured Home Loan - Account #000007520259500001

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)	\$ 623.00
Late Charge(s)	\$ 5.00
Total Due Now	\$ 628.00

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 Default

FILED

OCT 04 2000
M/1143/Art Dyer
William A. Shaw
Prothonotary
pd \$80.00

2cc ~~1~~ Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
Plaintiff,) No. 00-1233-CO
v.)
Levi T. Beers and Edwina L.)
Beers,)
Defendants.)

PRAECIPE TO REINSTATE COMPLAINT

To the Prothonotary:

Please reinstate the above-captioned Complaint.

FILED

OCT 30 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

10:30:00 - Document
B ~~Document~~ / issued to Sheriff / Attorney
for service.
W. L. L. - Clerk, Clerk's Office
Deputy Prothonotary

Fl

OCT 3 0 2000 Open
M1331 Laty PD \$ 1.00
Promotional
Comp. Rundated
to Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10256

GREENPOINT CREDIT, LLC

00-1233-CD

VS.

BEERS, LEVI T. & EDWINA L.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW OCTOBER 6, 2000 AT 11:00 AM DST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON LEVI T. BEERS, DEFENDANT AT MEETING PLACE, UNIMART, S.R. 53 MAIN ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LEVI T. BEERS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING.

NOW NOVEMBER 6, 2000 RETURN THE WITHIN COMPLAINT IN REPLEVIN "NOT SERVED, TIME EXPIRED" AS TO EDWINA L. BEERS, DEFENDANT. NEVER RECEIVED ADVANCE COSTS FROM ATTORNEY FOR HUNTINGDON COUNTY SHERIFF.

Return Costs

Cost Description

52.12 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

FILED

Shaw
NOV 09 2000

William A. Shaw
Prothonotary

Sworn to Before Me This

9th Day Of Nov 2000

Chester A. Hawkins
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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,

CIVIL DIVISION

Plaintiff,

No. 00-1233-C

v.

Complaint in Civil Action - Replevin

Levi T. Beers and Edwina L. Beers,

Filed on behalf of:
GreenPoint Credit, LLC

Defendants.

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.

OCT 04 2000

Attest:


Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
)
 Plaintiff,) No.
)
 v.)
)
 Levi T. Beers and Edwina L. Beers,)
)
 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. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
)
Plaintiff,) No.
)
v.)
)
Levi T. Beers and Edwina L. Beers,)
)
Defendants.)

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. Levi T. Beers and Edwina L. Beers, hereinafter referred to as "Defendants," are individuals whose last known address is RD Box 212, Coalport, PA 16627.

3. On or about May 20, 1995, Defendants purchased a 1995 Champion 310C Manufactured Home, Serial Number 0795310C5970AB, (the "Mobile Home"), from Black's Home Sales, 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 \$26,750.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

6. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of September 26, 2000, the Defendants' payments of interest and principal were in arrears in the amount of \$944.50. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of September 26, 2000, is \$29,292.63.

7. 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."

8. Defendants 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. 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.

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 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:

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:

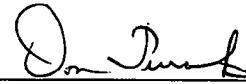
- a) judgment against Defendants in the amount of \$29,292.63 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and 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.



Eric 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

NSLYVANIA
**TAIL INSTALLMENT CONTRACT
 & SECURITY AGREEMENT**

PER(S): NAME: LEVI T BEERS
 NAME: EDWINA L BEERS
 NAME:
 NAME:
 ADDRESS: RD BOX 212 CITY: COALPORT
 PHONE: 814/672-5620 S. SEC. #(S): 186-52-3117 ZIP: 16627

412 873 5827 P.03/10
 FOR LOAN PLAN: A01
 OFFICE OFFICE NUMBER: 79075
 USE DEALER NO.: 750333
 ONLY ACCT. NO.: 75202595

COUNTY: CLEARFIELD

POSED LOCATION OF MANUFACTURED HOME: RD BOX 212 COALPORT, PA 16627
 "me" or "us" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "you" or "your" means the seller and assignee. This contract will be submitted to the Creditor indicated below, at a local office, and if approved, it will be assigned to that ditor. On the date of this contract, I buy from you on a credit sale basis the manufactured home described below, together with lishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").
 EDITOR: SECURITY PACIFIC HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSB

DESCRIPTION OF MANUFACTURED HOME:	TRADE NAME: <u>CHAMPION</u>	MODEL: <u>310C</u>
	YEAR: <u>95</u>	LENGTH: <u>44</u> ft. WIDTH: <u>28</u> ft.
SERIAL NUMBERS:	<u>07-95-310C-5970AB</u>	
ADDITIONAL ACCESSORIES	ITEM	SERIAL NUMBER
AND FURNISHINGS:	ITEM	SERIAL NUMBER

I O M I S E T O P A Y: I promise to pay to your order the Unpaid Balance shown on page 2 of this contract with interest at the initial rate of 8.50 % per year. The interest rate I will pay will change in accordance with the provisions of this contract. I'll pay this amount in installments as shown in the payment schedule, or as recomputed due to changes in the interest rate. Each monthly payment will be applied as its scheduled due date. If no interest rate is disclosed above, the initial interest rate is the Annual Percentage Rate shown below.

INTEREST RATE: My initial interest rate may not be based on the index used to make later adjustments. My interest rate may change eleven months after my first payment is due and every twelve months thereafter based on movements in the monthly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board, which is the index rate. My interest rate cannot increase or decrease by more than 2.00 % per year or by more than 5.00 % over the term of the contract. The interest rate will equal the index rate in effect 45 days before the annual change date plus a margin of 4.00 % (rounded to the nearest 1/8 of one percentage point) unless the interest rate caps limit the amount of change in the interest rate.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
<u>10.02</u> %	The dollar amount the credit will cost me: <u>\$ 43,018.28</u>	The amount of credit provided to me or on my behalf: <u>\$ 32,188.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 75,206.28</u>	The total cost of my purchase on credit including my down payment of <u>\$ 3,577.00</u> : <u>\$ 78,783.28</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.

real property located at:

MATERIAL PAYMENT SCHEDULE	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE		
			MONTHLY, BEGINNING	JUNE	19
	12	\$ 279.34		20	95
	228	\$ 315.15		20	96
		\$.00			
		\$.00			

Late Charge: If a payment is more than 15 days late, I will be charged 5 % of the unpaid amount of such payment, not to exceed \$ 5.00.

Variable Rate: My contract contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

Assumption: Someone buying my Manufactured Home may, under certain circumstances, be allowed to assume the remainder of the contract on the original terms.

ITEMIZATION OF AMOUNT FINANCED		
Net Price (Incl. Sales Tax of \$	00	\$ 35,700.00
Cash Downpayment	7.00	
Trade-In (Year, Make, Model):	89 CHAMPION	
Length	56	Width 14
Gross Value \$	9,800.00	Liens \$6,230.00 (Seller to pay off)
Net Trade-In Value	\$ 3,570.00	
Total Downpayment	\$ 3,577.00	
Unpaid Balance of Cash Price (1 minus 2)	\$ 32,123.00	
Amounts paid to others on my behalf:		
To Insurance Companies:		
(1) Property Insurance	\$.00	
(2) Credit Life Insurance	\$.00	
To Public Officials:		
(1) Certificate of Title	\$ 25.00	
(2)	\$.00	
To Seller:		
For:	\$.00	
(Prepaid Finance Charge)		
5. To:		
For: PERMIT	\$ 40.00	
	\$.00	
e. To:		
For:	\$.00	
	\$.00	
Total (a + b + c + d + e)	\$ 65.00	
Unpaid Balance (3 plus 4)	\$ 32,188.00	
Prepaid Finance Charge	\$.00	
Amount Financed (5 minus 6)	\$ 32,188.00	

ACCEPTED: The foregoing contract is hereby assigned under the terms of the Assignment on page 4.

SELLER: BLACKS HOME SALES INC

SELLER'S
DRESS: 745 OLD ROUTE 22

DUNCANSVILLE, PA 16635

SELLER'S
SIGNATURE: Connie Beers
TITLE: Sales Agent

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

Connie Beers
(Signature of Buyer)

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:		
Type of Insurance	Term	Premium
Broad Form Comp.	0MOS	\$.00
Mobile Home Owners	0MOS	\$.00
SERV CNTRT		\$.00

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS MOBILE HOME OWNERS INSURANCE IS 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		\$.00
Joint		\$.00
		Date _____
	(signature)	Date _____
	(signature)	Date _____

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

Notice to Buyer: If you do not meet your contract obligations, you may lose your manufactured home. 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):

Levi T. Beers
LEVI T. BEERS

Edwina L. Beers
EDWINA L. BEERS

DATE OF THIS CONTRACT: 5-20 1995

Edwina L. Beers
(Signature of Co-Buyer)

TABLE RATE:

Monthly Payment Changes. My monthly payment amount will change each time my interest rate is adjusted. The monthly payment amount will fully amortize the remaining contract balance at the adjusted interest rate in equal monthly payments over the remaining term of the contract.

Notice of Interest Rate and Monthly Payment Changes. You will send me notice of an adjustment in the interest rate and monthly payment at least 25 days before the adjustment. This notice will contain information about the index rate, my interest rate, payment amount and contract balance.

Conversion to Fixed Rate. I may choose to convert my variable rate contract to a fixed rate contract at any time during the first two years of the contract. In order to convert to a fixed rate, I must not be in default under the terms of the contract. I will notify you of my intent to convert to a fixed rate. The fixed interest rate will be your standard fixed interest rate for a comparable contract on the date that I notify you of my intent to convert to a fixed rate. The new fixed interest rate will take effect on the second payment due date after I notify you of my intent to convert to a fixed rate. There will be a one-time nonrefundable conversion fee of \$100.

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in goods that are or may hereafter by operation of law become accessions to it, (2) any refunds of unearned insurance premiums I inced in this contract, and (3) all proceeds of such Manufactured Home and accessions. This security interest secures payment 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. If this contract is secured by a mortgage or deed of trust on my real estate, then this security agreement is not exclusive. Your rights and remedies under this contract and any mortgage or deed of trust executed herewith are cumulative, but my right to a Notice of Default and Right to Cure shall not be affected by any inconsistent provision of any mortgage or deed of trust. My execution of this contract constitutes a waiver of my personal property and homestead exemption rights to the personal and real property herein described.

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.

PROPERTY INSURANCE: I am required to insure the Manufactured Home against physical damage for the term of the contract at my expense. The minimum coverage will be broad form comprehensive and flood coverage, if applicable, 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 on this contract. The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for 10 days notice of cancellation to you. I have the right to choose the person through whom the property insurance policy is obtained. If my notice of cancellation to you. 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 the contract. Should I fail to maintain insurance 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 include coverages beyond those you require me to maintain if I purchase my own insurance policy. The cost may be for such reasonable period as you determine. If you do 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 may be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company who may receive a profit for this service.

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 rules or regulations relating to the 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, if it is personal property, to become part of any real estate; (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; 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 the 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. 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 either or both of the following at the end of the notice period: (a) you can require me to immediately pay you the entire remaining unpaid balance of the contract plus accrued interest, or (b) you can repossess the Manufactured Home. 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.

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.

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.

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.

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, and any mortgage or deed of trust executed by me in connection with 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.

(See Page 2 for Consumer's and Seller's Signatures)

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.

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 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 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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,

) CIVIL DIVISION

Plaintiff,

) No. 00-1233-CO

v.

Levi T. Beers and Edwina L.
Beers,

Defendants.

PRAECIPE TO REINSTATE COMPLAINT

To the Prothonotary:

Please reinstate the above-captioned Complaint.

FILED

NOV 13 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

COPY

11-13-00 Document
Reinstated/Reissued to Sheriff/Attorney
for service. *William A. Shaw*
Deputy Prothonotary

FILED

NOV 13 2000
013:48/110CC Atty Dp'n Pd
William A. Shaw
Prothonotary
\$7.00

File

Complaint reinstated
to Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
)
 Plaintiff,) No. 00-1233-CD
)
 v.)
)
 Levi T. Beers and Edwina L.)
 Beers,)
)
 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 Levi T. Beers 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 Levi T. Beers was served with the Complaint on October 6, 2000, and his answer was due to be filed on October 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 their attorney of record, if any, October 27, 2000, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1995 Champion 310C Manufactured Home, Serial Number 0795310C5970AB, that being the relief demanded in the Complaint.

FILED

NOV 20 2000 *W.M.*
m/4:00/wr
William A. Shaw *PP*
Prothonotary *26-*
NOTICE TO DEF.



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. 00-1233-CD
)
v.)
)
Levi T. Beers and Edwina L. Beers,)
)
Defendants.)

**Via Certified Mail # 21 7433 0696
and Certificate of Mailing**

Levi T. Beers
RD Box 212
Coalport, PA 16627

Date of Notice: October 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 F. Dyer, Esquire
Attorney for Plaintiff
2021 Murray Avenue, Suite B
Pittsburgh, PA 15217
(412) 422-8975

FILE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
)
Plaintiff,) No. 00-1233-CD
)
v.)
)
Levi T. Beers and Edwina L.)
Beers,)
)
Defendants.

Levi T. Beers
RD Box 212
Coalport, PA 16627

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,) CIVIL DIVISION
)
 Plaintiff,) No. 00-1233-CD
)
 v.)
)
 Levi T. Beers and Edwina L.)
 Beers,)
)
 Defendants.

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:
1995 Champion 310C Manufactured Home, Serial Number 0795310C5970AB.
2. Inform Levi T. Beers that he has ten (10) days to remove personal items.
3. After ten (10) days a motor truck will transport the 1995 Champion 310C 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 Levi T. Beers remaining after the above-mentioned time period and sell his interest therein.

FILED

NOV 20 2000 *EWD*
F/L/2000/WC
William A. Crowley
Prothonotary 20--


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

6 Writs to Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
)
 Plaintiff,) No. 00-1233-CD
)
 v.)
)
 Levi T. Beers and Edwina L.)
 Beers,)
)
 Defendants.

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:

1995 Champion 310C Manufactured Home, Serial Number 0795310C5970AB.

2. You are directed to inform Levi T. Beers that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1995 Champion 310C

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 Levi T. Beers, you are directed to levy upon any property of Levi T. Beers remaining after the above-mentioned time period and sell his interest therein.

(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date Nov. 20, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
)
)
Plaintiff,) No. 00-1233-CD
)
)
v.)
)
Levi T. Beers and Edwina L.)
Beers,)
)
)
Defendants.

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:

1995 Champion 310C Manufactured Home, Serial Number 0795310C5970AB.

2. You are directed to inform Levi T. Beers that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1995 Champion 310C

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 Levi T. Beers, you are directed to levy upon any property of Levi T. Beers remaining after the above-mentioned time period and sell his interest therein.



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

(Deputy)

Seal of the Court:

Date Nov. 20, 2000

RECEIVED NOV 21 2000

6:35 PM
Chester A. Hawkins
by Margaret W. Pott

L:\GreenPoint\Beers, Levi & Edwina\DJ WP Levi

L:\GreenPoint\Beers, Levi & Edwina\DJ WP Levi

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10429

GREEN POINT CREDIT, LLC

2000-1233-CD

VS.

BEERS, LEVI T.

WRIT OF POSSESSION

SHERIFF RETURNS

NOW, NOVEMBER 27, 2000, AT 9:12 AM O'CLOCK SERVED WRIT OF POSSESSION
ON LEVI T. BEERS, DEFENDANT, AT HIS BROTHERS RESIDENCE, MAIN STREET,
COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LEVI T. BEERS
DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF
POSSESSION AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SHERIFF HAWKINS \$32.56
SURCHARGE 10.00
PAID BY ATTORNEY

FILED

NOV 28 2000
O1215L
William A. Shaw
Prothonotary E
KBD

Sworn to Before Me This

28th Day Of November 2000

10/00/00
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,

Chester Hawkins
by Margaret H. Pitt
Chester A. Hawkins
Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10256

GREENPOINT CREDIT, LLC

00-1233-CD

VS.

BEERS, LEVI T. & EDWINA L.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW NOVEMBER 21, 2000 DAVID L. HARKER, SHERIFF OF HUNTINGDON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN REPLEVIN ON EDWINA L. BEERS, DEFENDANT.

NOW DECEMBER 1, 2000 SERVED THE WITHIN COMPLAINT IN REPLEVIN ON EDWINA L. BEERS, DEFENDANT BY DEPUTIZING THE SHERIFF OF HUNTINGDON COUNTY. THE RETURN OF SHERIFF HARKER IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
19.32	SHFF. HAWKINS PAID BY: ATTY.
24.00	SHFF. HARKER PAID BY: ATTY.

FILED

DEC 13 2000

011104

William A. Shaw
Prothonotary

EWD

Sworn to Before Me This

13th Day Of December 2000

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

So Answers,

*Chester A. Hawkins
by Marlyn Hays*
Chester A. Hawkins
Sheriff



SHERIFF'S OFFICE

HUNTINGDON COUNTY, PENNSYLVANIA

241 Mifflin Street
Huntingdon, PA 16652
Telephone: 814-643-0880
David L. Harker, Sheriff

GREENPOINT CREDIT, LLC

NO. 1233 TERM 00

VS:

EDWINA L. BEERS

NOW, DECEMBER 1, 2000, AT 0956 A.M./P.M. I SERVED THE WITHIN

COMPLAINT IN REPLEVIN UPON

EDWINA L. BEERS AT

HUNTINGDON COUNTY SHERIFF'S OFFICE, 241 MIFFLIN STREET, HUNTINGDON, PA 16652

BY HANDING TO EDWINA L. BEERS, PERSONALLY

ONE TRUE AND CORRECT COPY/COPIES OF THE WITHIN COMPLAINT IN REPLEVIN

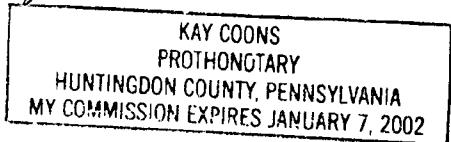
AND MADE KNOWN TO EDWINA

THE CONTENTS THEREOF.

SWORN AND SUBSCRIBED TO
BEFORE ME THIS 1st
DAY OF December
2000, A.D.

Kay Coons

PROTHONOTARY/NOTARY PUBLIC



SO ANSWERS,

David L. Harker
David L. Harker, Sheriff

Angie Duerksen

OFFICE SECRETARY ANGIE DUERKSEN
CHIEF DEPUTY/DEPUTY

COSTS:

REC & DOC	9.00
SERVICE	9.00
MILEAGE/POSTAGE .	6.00
SURCHARGE	---
AFFIDAVIT	N/C
MISCELLANEOUS . . .	---

TOTAL COSTS

\$24.00

DIRECTIONS TO SHERIFF

To: The Sheriff of Huntingdon County

Re: GreenPoint Credit, LLC

Plaintiff
vs.
No. _____
City Ward _____
Mun. _____

Levi T. Beers and Edwina L. Beers
Defendants

Please serve one copy of the **Complaint in Replevin** on **Defendant Edwina L. Beers** only 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:

RR1, Box 206, Lot 37
Huntingdon, PA 16652

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: October 25, 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_____

PLEASE LIST COMPLETE STREET ADDRESS IF POSTAL BOX IS LISTED. THANK YOU.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

GreenPoint Credit, LLC,

CIVIL DIVISION

Plaintiff,

No. 00-1233-C

v.

Complaint in Civil Action - Replevin

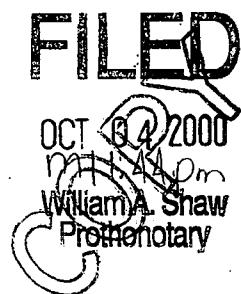
Levi T. Beers and Edwina L. Beers,

Filed on behalf of:
GreenPoint Credit, LLC

Defendants.

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



11-13-00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

RECEIVED

OCT 05 2000

ERIN P. DYER, ESQ.

11-13-00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

COPY

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 \$26,750.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

6. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of September 26, 2000, the Defendants' payments of interest and principal were in arrears in the amount of \$944.50. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of September 26, 2000, is \$29,292.63.

7. 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."

8. Defendants 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. 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.

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 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:

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 Defendants in the amount of \$29,292.63 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.



Eric 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

NSYLVANIA
**TAIL INSTALLMENT CONTRACT
 & SECURITY AGREEMENT**

NAME: LEVI T BEERS
 PER(S): NAME: EDWINA L BEERS
 NAME:
 NAME:
 ADDRESS: RD BOX 212 CITY: COALPORT
 PHONE: 814/672-5620 S. SEC. (S) 186-52-3117 ZIP: 16627

412 873 5827 P.03/10
 FOR LOAN PLAN: A01
 OFFICE OFFICE NUMBER: 79075
 USE DEALER NO.: 750333
 ONLY ACCTN. NO.: 75202595

COUNTY: CLEARFIELD

POSED LOCATION OF MANUFACTURED HOME: RD BOX 212 COALPORT, PA 16627
 "me" or "us" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "you" or "your" means the seller and 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").
 EDITOR: SECURITY PACIFIC HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSB

DESCRIPTION OF MANUFACTURED HOME:	TRADE NAME: <u>CHAMPION</u>	MODEL: <u>310C</u>
	YEAR: <u>95</u> NEW: <u>X</u> USED: <u></u>	LENGTH: <u>44</u> ft WIDTH: <u>28</u> ft
	SERIAL NUMBERS: <u>07-95-310C-5970AB</u>	ITEM SERIAL NUMBER
ADDITIONAL ACCESSORIES		
AND FURNISHINGS:		

TEREST RATE: I promise to pay to your order the Unpaid Balance shown on page 2 of this contract with interest at the initial rate of 8.50 % per year. The interest rate I will pay will change in accordance with the provisions of this contract. I'll pay this amount in installments as shown in the payment schedule, or as recomputed due to changes in the interest rate. Each monthly payment will be applied as its scheduled due date. If no interest rate is disclosed above, the initial interest rate is the Annual Percentage Rate shown below.

TEREST RATE: My initial interest rate may not be based on the index used to make later adjustments. My interest rate may change eleven months after my first payment is due and every twelve months thereafter based on movements in the monthly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board, which is the index rate. My interest rate cannot increase or decrease by more than 2.00 % per year or by more than 5.00 % over the term of the contract. The interest rate will equal the index rate in effect 45 days before the annual change date plus a margin of 4.00 % (rounded to the nearest 1/8 of one percentage point) unless the interest rate caps limit the amount of change in the interest rate.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: <u>10.02</u> %	The dollar amount the credit will cost me: <u>\$ 43,018.28</u>	The amount of credit provided to me or on my behalf: <u>\$ 32,188.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 75,206.28</u>	The total cost of my purchase on credit including my down payment of <u>\$ 3,577.00</u> : <u>\$ 78,783.28</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: X the goods or property being purchased.

My payment schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due
			Monthly, beginning
	<u>12</u>	<u>\$ 279.34</u>	<u>June 20, 1995</u>
	<u>228</u>	<u>\$ 315.15</u>	<u>June 20, 1996</u>
	<u></u>	<u>\$.00</u>	<u></u>
	<u></u>	<u>\$.00</u>	<u></u>

real property located at:

Late Charge: If a payment is more than 15 days late, I will be charged 5 % of the unpaid amount of such payment, not to exceed \$ 5.00.

Variable Rate: My contract contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

Assumption: Someone buying my Manufactured Home may, under certain circumstances, be allowed to assume the remainder of the contract on the original terms.

ITEMIZATION OF AMOUNT FINANCED		
Net Price (Incl. Sales Tax of \$	00.)	\$ 35,700.00
Cash Downpayment		\$ 7.00
Trade-In (Year, Make, Model):	89 CHAMPION	
Length	56	Width 14
Gross Value \$	9,800.00	Liens \$ 6,230.00 (Seller to pay off)
Net Trade-In Value	\$ 3,570.00	
Total Downpayment		\$ 3,577.00
Unpaid Balance of Cash Price (1 minus 2)		\$ 32,123.00
Amounts paid to others on my behalf:		
To Insurance Companies:		
(1) Property Insurance	\$.00	
(2) Credit Life Insurance	\$.00	
To Public Officials:		
(1) Certificate of Title	\$ 25.00	
(2)	\$.00	
To Seller:		
For:	\$.00	
(Prepaid Finance Charge)		
To:		
For: PERMIT	\$ 40.00	
	\$.00	
To:		
For:	\$.00	
Total (a + b + c + d + e)	\$ 65.00	
Unpaid Balance (3 plus 4)	\$ 32,188.00	
Prepaid Finance Charge	\$.00	
Amount Financed (5 minus 6)	\$ 32,188.00	

ACCEPTED: The foregoing contract is hereby assigned under the terms of the Assignment on page 4.

SELLER: BLACKS HOME SALES INC

SELLER'S DRESS: 745 OLD ROUTE 22

DUNCANSVILLE, PA 16635

SELLER'S SIGNATURE: Connie Beers
TITLE: Sales Agent

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

Connie Beers
(Signature of Buyer)

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:		
Type of Insurance	Term	Premium
Broad Form Comp.	OMOS	\$.00
Mobile Home Owners	OMOS	\$.00
SERV CNTR		\$.00
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS MOBILE HOME OWNERS INSURANCE IS 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)		

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

Notice to Buyer: If you do not meet your contract obligations, you may lose your manufactured home. 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):

Connie T. Beers
TEENI T. BEERS

Edwina L. Beers
EDWINA L BEERS

DATE OF THIS CONTRACT: 5-20 95

TABLE RATE:

Monthly Payment Changes. My monthly payment amount will change each time my interest rate is adjusted. The monthly payment amount will fully amortize the remaining contract balance at the adjusted interest rate in equal monthly payments over the remaining term of the contract.

Notice of Interest Rate and Monthly Payment Changes. You will send me notice of an adjustment in the interest rate and monthly payment at least 25 days before the adjustment. This notice will contain information about the index rate, my interest rate, payment amount and contract balance.

Conversion to Fixed Rate. I may choose to convert my variable rate contract to a fixed rate contract at any time during the first two years of the contract. In order to convert to a fixed rate, I must not be in default under the terms of the contract. I will notify you of my intent to convert to a fixed rate. The fixed interest rate will be your standard fixed interest rate for a comparable contract on the date that I notify you of my intent to convert to a fixed rate. The new fixed interest rate will take effect on the second payment due date after I notify you of my intent to convert to a fixed rate. There will be a one-time nonrefundable conversion fee of \$100.

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in goods that are or may hereafter by operation of law become accessions to it, (2) any refunds of unearned insurance premiums inced in this contract, and (3) all proceeds of such Manufactured Home and accessions. This security interest secures payment of 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. If this contract is secured by a mortgage or deed of trust on my real estate, then this security agreement is not exclusive. Your rights and remedies under this contract and any mortgage or deed of trust executed herewith are cumulative, but my right to a Notice of Default and Right to Cure Default shall not be affected by any inconsistent provision of any mortgage or deed of trust. My execution of this contract constitutes a waiver of my personal property and homestead exemption rights to the personal and real property herein described.

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.

PROPERTY INSURANCE: I am required to insure the Manufactured Home against physical damage for the term of the contract at my expense. The minimum coverage will be broad form comprehensive and flood coverage, if applicable, 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 on this contract. The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for 10 days notice of cancellation to you. I have the right to choose the person through whom the property insurance policy is obtained. If my notice of cancellation to you, 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 the contract. Should I fail to maintain insurance 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 include coverages beyond those you require me to maintain if I purchase my own insurance policy. The coverage may be for such reasonable period as you determine. If you do 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 may be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company who may receive a profit for this service.

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 rules or regulations relating to the 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, if it is personal property, to become part of any real estate; (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; 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. 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 either or both of the following at the end of the notice period: (a) you can require me to immediately pay you the entire remaining unpaid balance of the contract plus accrued interest; or (b) you can repossess the Manufactured Home. If you are not required to send me the Notice of Default and Right to Cure or (b) you can repossess the Manufactured Home. 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.

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.

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.

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.

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, and any mortgage or deed of trust executed by me in connection with 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.

(See Page 2 for Consumer's and Seller's Signatures)

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.

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 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 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.

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

August 21, 2000

LEVI T BEERS
 EDWINA L BEERS
 RD BOX 212
 COALPORT PA 16627



RE: Manufactured Home Loan - Account #000007520259500001

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)	\$	623.00
Late Charge(s)	\$	5.00
Total Due Now	\$	628.00

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)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
)
Plaintiff,) No. 00-1233-CD
)
v.)
)
Levi T. Beers and Edwina L. Beers,)
)
Defendants.)

PRAECIPE TO DISCONTINUE PURSUANT TO
PENNSYLVANIA R.C.P. RULE 229

To the Prothonotary:

Please discontinue the above-captioned action at the request of Plaintiff, pursuant to Pa.R.C.P. Rule 229. The discontinuance shall be without prejudice, and shall not be deemed to bar the bringing of an action to collect any deficiency (or deficiency judgment) owed to plaintiff by Defendants.

Respectfully submitted,



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

FILED
APR 30 2010
S
William A. Shaw
Prothonotary/Clerk of Courts
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