

00-1452-CD
GREENPOINT CREDIT, LLC -vs- TAMERA L. MARTELL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,

CIVIL DIVISION

Plaintiff,

No. 00-1452-CO

v.

Complaint in Civil Action - Replevin

Tamera L. Martell,

Defendant.

Filed on behalf of:
GreenPoint Credit, LLC

RECEIVED
NOV 21 2000

NOV 21 2000

WILLIAM A. DYER
Attala, Dyer & Dyer, P.C.

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.)	Complaint in Replevin
)	
Tamera L. Martell,)	
)	
Defendant.)	

NOTICE

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

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

David S. 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.)	Complaint in Replevin
)	
Tamera L. Martell,)	
)	
Defendant.)	

COMPLAINT

COUNT I - REPLEVIN

AND NOW, comes GreenPoint Credit, LLC, f/ka 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. Tamera L. Martell, hereinafter referred to as "Defendant," is an individual whose last known address is RR1, Box 261, RT. 8795, Frenchville, PA 16836.
3. On or about February 10, 1997, Defendant purchased a 1996 Skyline Limited Edition Manufactured Home, Serial Number 2N111068114B, (the "Mobile Home"), from Family Mobile Homes, Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

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

5. Plaintiff avers that the approximate retail value of said Mobile Home is \$38,000.00 and that the said Mobile Home is in the Defendant's possession and believed to be at Defendant's address as stated above.

6. Defendant defaulted under the terms of the Security Agreement by failing to make payments when due. As of November 13, 2000, the Defendant's payments of interest and principal were in arrears in the amount of \$869.89. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of November 13, 2000, is \$37,927.17.

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

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

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

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

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

b. Court costs and disbursements; and

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

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

WHEREFORE, Plaintiff, GreenPoint Credit, LLC, requests:

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

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

COUNT II - DAMAGES

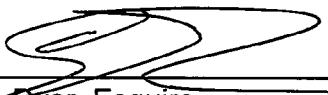
By way of separate and alternative pleading, Plaintiff, GreenPoint Credit, LLC, alleges the following:

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

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

WHEREFORE, Plaintiff, GreenPoint Credit, LLC, requests:

- a) judgment against Defendant in the amount of \$37,927.17 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and
- b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.



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

VERIFICATION

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



Don Turosik
Collection Manager
GreenPoint Credit, LLC

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FINAL INSTALLMENT CONTRACT
and SECURITY AGREEMENTBUYER(S): NAME TAMERA L. MARTELL
NAME
NAMEBUYER'S ADDRESS R R 1 BOX 261

OFFICE USE ONLY	MH FIXED RATE CONTRACT
	LOAN PLAN FCI
	OFFICE NUMBER 79075
	DEALER NO. 75C039
	ACCT. NO.

COUNTY: CLEARFIELDSTATE: PA ZIP 16836PHONE: 814/263-4315 S. SEC. 195 S. SEC. 58 S. SEC. 4302PROPOSED LOCATION OF MANUFACTURED HOME: R R 1 BOX 261 RT 879 SOUTH FRENCHVILLE, PA 16836

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

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

Description of Manufactured Home:	TRACE NAME <u>SKYLINE CORP.</u>	MODEL <u>LIMITED EDITION</u>
SERIAL NUMBERS	YEAR: <u>96</u> NEW <u>X</u> USED <u> </u>	LENGTH: <u>66</u> in. WIDTH: <u>26</u> in.
ADDITIONAL ACCESSORIES AND FURNISHINGS:	ITEM <u>SKIRTING</u> SERIAL NUMBER <u> </u>	ITEM <u>STEPS</u> SERIAL NUMBER <u> </u>
	ITEM <u>OIL TANK</u> SERIAL NUMBER <u> </u>	ITEM <u>DECK</u> SERIAL NUMBER <u> </u>

PROMISE TO PAY: I promise to pay you the Unpaid Balance shown on page 2 of this contract (Item 5) with interest at the rate of:

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

11.50 % per

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: <u>11.50 %</u>	The dollar amount the credit will cost me: <u>\$ 97,036.80</u>	The amount of credit provided to me or on my behalf: <u>\$ 37,830.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 134,866.80</u>	The total cost of my purchase on credit including my down payment of: <u>\$ 5,120.00</u> <u>\$ 139,986.80</u>

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

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

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

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

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

REPAYMENT PERIOD	AMOUNT	TERM	INTEREST RATE	DOWN PAYMENT
360	\$ 374.63	Monthly, beginning	March 7	.19 97
	\$.00	Monthly, beginning		.19
	\$.00	Monthly, beginning		.19
	\$.00	Monthly, beginning		.19
		Monthly, beginning		.19

ORIGINAL COPY

PAGE 1 OF 5

EXHIBIT "A"
Security Agreement

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b. Trade-In (Year, Make, Model):	74 REDM	120	REDMAN
Length	60	Width	12
Gross Value \$	5,000.00	Liens \$.00
(Balances paid off)			
Net Trade-In Value	\$ 5,000.00		
Total Downpayment	\$ 5,120.00		
Unpaid Balance of Cash Price (1 minus 2)	\$ 36,040.00		
Amounts paid to others on my behalf:			
e. To Insurance Companies:			
(1) Property Insurance	\$ 1,735.00		
(2) Credit Life Insurance	\$.00		
f. To Public Officials:			
(1) Certificate of Title	\$ 15.00		
(2) FILING FEES	\$ 5.00		
g. To Creditor:			
For:	\$.00		
To:			
For:	NOTARY FEE		
	\$ 35.00		
To:			
For:			
To:	\$.00		
For:			
To:	\$.00		
For:			
	\$.00		
Total (a + b + c + d + e + f + g) \$ 1,790.00			
paid Balance (3 plus 4)	\$ 37,830.00		
paid Finance Charge	\$.00		
amount Financed (5 minus 9)	\$ 37,830.00		

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

Type of Insurance	Term	Premium
Physical Damage Coverage	60MOS	\$ 1,735.00
	0MOS	\$.00
SERV CNTRT		

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

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

Proposed Insured

Proposed Insured _____

Only spouse can be insured jointly.)

This Insurance may not pay off all of my debt.

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:

<u>Type of Coverage</u>	<u>Term</u>	<u>Premium</u>
Single	_____	\$ _____
Joint	_____	\$ _____

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

ADDITIONAL TERMS AND CONDITIONS

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in goods that are or may hereafter by operation of law become accessions to it, (2) all appliances, machinery, equipment and other goods furnished with the Manufactured Home (whether or not installed or affixed to it) including but not limited to the items listed as "Additional Accessories and Furnishings" on page 1 of this contract, (3) any refunds of unearned insurance premiums advanced in this contract, and (4) all proceeds of such Manufactured Home and accessions, and of any Additional Accessories and Furnishings. This security interest secures payment and performance of my obligations under this contract, including any additional debt arising because of my failure to perform my obligations under this contract and includes any contractual extensions, renewals or modifications. My execution of this contract constitutes a waiver of my personal property and instead exemption rights to the property herein described. I will sign and deliver to you whatever financing statements and other documents you deem necessary to allow you to perfect your security interest in any personal property and fixtures.

**EPAYMENT: 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.**

including flood, for which you require. Insurance, in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time under this contract (the "Minimum Coverage"). The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for a 10 day notice of cancellation to you. Unless you consent in writing, I shall not add any additional loss payee to the insurance policy. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this contract, I must obtain no less than the Minimum Coverage at my expense for the remaining term of this contract. Should I fail to maintain the Minimum Coverage, you may, but are not obligated to, obtain insurance coverage. I agree that any insurance you purchase may be for the protection of only your interest in the Manufactured Home, may not fully protect me in the event of a loss, and may be for such reasonable period as you determine. If you decide, in your sole discretion, to obtain insurance, you will notify me of that fact and that the cost, plus interest at the contract rate, will be added to my debt. I will repay such amount during the term of the policy in the manner requested by you. I understand that the insurance premiums may be higher if you must purchase the insurance than might be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company which may receive a profit for this service.

b. Assignment and Application of Insurance Proceeds. I hereby grant and assign to you the proceeds of any and all insurance coverage on the Manufactured Home, including any optional coverage, such as earthquake insurance, which in type or amount is beyond the Minimum Coverage. In the event of a loss to the Manufactured Home, I shall give prompt notice to you and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, you may do so on my behalf. All physical damage insurance proceeds, including proceeds from optional coverage, shall be applied to restoration or repair of the Manufactured Home, unless you and I agree otherwise in writing or unless such restoration or repair is not economically practical or feasible, or your security interest would be lessened. If such restoration or repair is not practical or feasible, or your security interest would be lessened, you shall apply the insurance proceeds to the remaining unpaid balance of this contract, whether or not then due, and give me any excess.

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

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

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

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

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... you are entitled to my interest or (b) you ...
under this contract. If you are not required to send me the Notice of Default and Right to Cure Default, you will have these rights immediately upon my default. Once you get possession of the Manufactured Home you will sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law. All remedies are cumulative and you may enforce them separately or together in any order you deem necessary to protect your security.

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

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

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

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

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

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

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

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH HERETO OR WITH THE PROCEEDS HEREOF RECOVERY HERUNDER BY THE DEBTOR SHALL NOT EXCEED

NOTICE TO BUYER: Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

BUYER(S) SIGNATURE(S):

Jameson L. Martell
TAMERA L. MARTELL

SELLER:
FAMILY MOBILE HOMES INC

SELLER'S ADDRESS: 1683 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

SELLER'S SIGNATURE: Jameson L. Martell
SELLER'S TITLE: President

DATE OF THIS CONTRACT: February 71997

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

Jameson L. Martell

(Signature of Buyer)

(Signature of Co-Buyer)

ASSIGNMENT BY SELLER

CREDITOR INDICATED ON PAGE 1 ("Creditor")

With respect to this retail installment contract ("contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer is legally competent to contract at the time of Buyer's execution of this contract; (3) this contract arises from the bona fide sale of merchandise described in this contract; (4) the downpayment was made by Buyer in cash unless otherwise specified and no downpayment is accurately described on page 2 and has been valued at its bona fide value, and any amount owed on the 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; (5) there is now owing on this contract the amount set forth herein; (6) this warranty submitted in connection herewith is in all respects legally enforceable against each purported assignee asserted by any Buyer, or any heirs or assigns of Buyer, with respect to the Manufactured Home or other property or (7) Seller has the right to assign this contract and thereby to convey good title to it; (8) 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 (9) Seller has 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 limited to reasonable attorney fees and court costs; and (10) in accordance with the Fair Credit Reporting Act, Seller has advised Buyer that this contract is to be submitted to Creditor.

For value received, Seller hereby assigns to Creditor all its rights, title and interest in this contract and the property which is 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, understanding that Creditor relies upon the above warranties and upon said agreements in purchasing this contract.

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SOLD TO: FAMILY MOBILE HOMES
1683 E. PLEASANT VALLEY BLVD.
ALTOONA, PA 16602

HOMETTE CORPORATION
99 HORSESHOE ROAD
P.O. BOX 220
LEOLA, PA 17540
(717)656-2071

FINANCED BY: GREEN TREE FINANCIAL
ATTN: ACCOUNTS PAYABLE
P.O. BOX 940
ALPHARETTA, GA 30239-0940

PRODUCT NAME: LIMITED EDITION
CODE NO.: 2N
SHIP TO: FAMILY MOBILE HOMES
RR#1 BOX 560
WOODLAND, PA 16881

APPROVAL NO./NAME: FARAH 960227-509

APPROVAL DATE: 02/27/1996

FLOOR PLAN	CODE	DESCRIPTIVE OTHER TERMS
		SKYFIN
DATE SHIPPED	HOW SHIPPED	Order Date offline Date
03/01/1996	DEALER PICK UP	02/14/1996 02/23/1996
DOM (HUD Tag Date)	CUST. ORDER NO.	DATE TALLIED
02/23/1996	MISSY	02/29/1996
MODEL NUMBER	STRUCTURE NUMBER	
919 -	2N-11-1068-I-B	44'x12'
	2N-11-1068-I-A	44'x12'

BASE PRICE

QTY.	OPTION DESCRIPTION	AMOUNT
1	Dryer: WIRE ONLY	65.00
1	Furnace: MSBA066 OIL	300.00
1	Plumb & Drain: YES	40.00
1	Front Door: LH HTD	130.00
5	15" BLUE VINYL SHUTTERS	150.00
1	GARDEN TUB BATH B	100.00
3	BEDROOM LIGHTS	60.00

DESCRIPTION

3FK2BCATH LR, K, DR

SIZE 44'x24'

Overall length excludes approximately four foot hitch

TECHNICAL INFORMATION

Insulation location	R-Value	Approximate Thickness
Ceiling	R-22	7"
Wall	R-19	6"
Floor	R-19	6"
Roof Load	Wind Load	Head Zone
20 PSF	ZONE 15	3

HUD Certification Label Number(s): ULI-422967, ULI-422966

**** VOLUME INCENTIVE PROGRAM**A volume incentive (enhancement) program applies to this invoice. For full information
(including documentation), write to VIP Skyline Corporation, P.O. Box 745, Elkhorn, IN 46115-0745.
(712) 284-6521.**TOTAL PRICE WITH OPTIONS**

FREIGHT (211)	21,160.00
SALES TAX (224)	828.00
3RD PARTY FURNITURE (603)	1,449.48
()	2,170.00
()	

**GRAND TOTAL
LESS DEPOSIT
BALANCE DUE**

25,607.48

25,607.48

NOTE: Some running gear, including tires, wheels, axles, springs and brakes are reused after careful

NOTE: Check or bank draft received for merchandise covered by this invoice does not constitute
hand and title to same does not pass until cash thereof is received by Skyline Corporation.

Underlined hereby acknowledges delivery and acceptance of the described unit.

NOTICE TO DEALER: When accepting delivery of this shipment be sure to examine home carefully and have shortage or
damage noted on your check out sheet which must be returned by the driver. We cannot assume responsibility for loss or
damage to homes in transit unless notification of shortage or damage is made when accepting delivery.

DUPLICATE INVOICE - DEALER COPY **SEE CERTIFICATIONS ON REVERSE**

(SIGNATURE)

DATE

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

October 3, 2000

TAMERA L. MARTELL
 RR 1 BOX 261, RTE 879 S
 FRENCHVILLE PA 16836



RE: Manufactured Home Loan - Account #000007530382100001

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)	\$ 473.15
Late Charge(s)	\$ 14.63
Total Due Now	\$ 487.78

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 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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10424

GREENPOINT CREDIT

00-1452-CD

VS.

MARTELL, TAMERA L.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW NOVEMBER 29, 2000 AT 10:02 AM EST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON TAMERA L. MARTELL, DEFENDANT, AT RESIDENCE, RR#1, BOX 261, RT. 879S, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMERA L. MARTELL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

FILED
01/30/01
DEC 15 2000

William A. Shaw
Prothonotary

Return Costs

Cost	Description
26.32	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

15 Day Of Dec 2000

William A. Shaw

So Answers,

Chester A. Hawkins
My Manly Hand
Chester A. Hawkins
Sheriff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
Plaintiff,) No. 00-1452-CD
v.)
94 Tamera L. Martell,)
Defendant.)

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter judgment by default in favor of Plaintiff GreenPoint Credit, LLC and against Defendant Tamera L. Martell for her failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendant was served with the Complaint on November 29, 2000 and her answer was due to be filed on December 19, 2000.

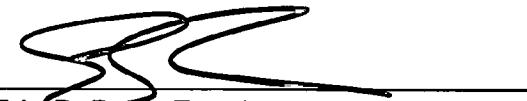
Attached as Exhibit "A" is a copy of plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendant at her last known address and to her attorney of record, if any, on December 22, 2000, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1996 Skyline Limited Edition Manufactured Home, Serial Number 2N111068114B, that being the relief demanded in the Complaint.

FILED

JAN 25 2001

William A. Shaw
Prothonotary



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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
Plaintiff,) No. 00-1452-CD
v.)
Tamera L. Martell,)
Defendant.)

AFFIDAVIT OF NON-MILITARY SERVICE & LAST KNOWN ADDRESS

ERIN P. DYER, Attorney, being duly sworn according to law, deposes and says that he makes this affidavit on behalf of the within Plaintiff, being so authorized avers that Defendant's place of residence is RR1, Box 261, RT. 8795, Frenchville, PA 16836, and that she is not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, et seq. This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
)
Plaintiff,) No. 00-1452-CD
)
v.)
)
Tamera L. Martell,)
)
Defendant.)

**Via Certified Mail # 01 8885 4633
and Certificate of Mailing**

Tamera L. Martell
RR1, Box 261, RT. 8795
Frenchville, PA 16836

Date of Notice: December 22, 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:

Prothonotary of Clearfield County
Clearfield County Courthouse
230 E. Market St.
Clearfield, PA 16830



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

COPY

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

GreenPoint Credit, LLC,)	CIVIL DIVISION
)	
Plaintiff,)	No. 00-1452-CD
)	
v.)	
)	
Tamera L. Martell,)	
)	
Defendant.)	

Tamera L. Martell
RR1, Box 261, RT. 8795
Frenchville, PA 16836

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

FILED NO cc
MAY 3 5 2001 Atty pd.
JAN 25 2001 20.00

William A. Shaw
Prothonotary
Notice to Def.

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Greenpoint Credit, LLC

Vs.

No. 2000-01452-CD

Tamera L. Martell

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$37,927.17 on the January 25, 2001.

William A. Shaw

Prothonotary



William A. Shaw