

00-1570-CD
GREENPOINT CREDIT, LLC "vs" DREW A. DUNWORTH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,

CIVIL DIVISION

Plaintiff,

No. 00-1570-C

v.

Complaint in Civil Action - Replevin

Drew A. Dunworth,

Defendant.

Filed on behalf of:
GreenPoint Credit, LLC

Counsel of Record for this Party:

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

FILED

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William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No.
)	
v.	)	Complaint in Replevin
)	
Drew A. Dunworth,)	
)	
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.
)	
v.	)	Complaint in Replevin
)	
Drew A. Dunworth,)	
)	
Defendant.)	

COMPLAINT

COUNT I - REPLEVIN

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

1. GreenPoint Credit, LLC, hereinafter referred to as "Plaintiff" or "GreenPoint," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at 400 Southpointe Boulevard, Southpointe Plaza I, Suite 230, Canonsburg, PA 15317.
2. Drew A. Dunworth, hereinafter referred to as "Defendant," is an individual whose last known address is RR1, Box 368, Grampion, PA 16838.
3. On or about November 5, 1998, Defendant purchased a 1999 Dutch Housing Dutchess Manufactured Home, Serial Number 18141E, (the "Mobile Home"), from Riverview Homes, Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

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

5. Plaintiff avers that the approximate retail value of said Mobile Home is \$39,000.00 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 December 5, 2000, the Defendant's payments of interest and principal were in arrears in the amount of \$1,134.34. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of December 5, 2000, is \$38,308.78.

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 \$38,308.78 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

MH FIXED RATE CONTRACT

LOAN PLAN:	FO1 102298
FOR:	OFFICE NUMBER: 79061
OFFICE:	LOAN SOURCE NO: 750024
USE:	ACCT. NO.: 61301877
ONLY:	FUNDING CODE:

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

BUYER(S): NAME: DREW A. DUNWORTH

NAME: _____
NAME: _____BUYERS NAME: _____
ADDRESS: RD 1 BOX 368 CITY: GRAMPIAN STATE: PA ZIP: 16238

PHONE (814) 236-0316 S. SEC. #S: 189-62-5029

PROPOSED LOCATION OF MANUFACTURED HOME: RR 1 BOX 368, GRAMPIAN, PA 16238

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

CREDITOR: GREENPOINT CREDIT CORP.

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

11.00% per year until the debt is fully paid. I will pay this amount in installments as shown in the payment schedule until the Unpaid Balance is fully paid. If, on 10/20/25, I still owe any amount under this Contract, I will pay such amount in full on that date, which is called the "Maturity Date." Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price						
The cost of my credit as a yearly rate: <u>11.00 %</u>	The dollar amount the credit will cost me: <u>\$ 91,267.60</u>	The amount of credit provided to me or on my behalf: <u>\$ 37,575.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$128,822.40</u>	The total cost of my purchase on credit including my down payment: <u>\$ 4,175.00</u> : <u>\$132,997.40</u>						
See page 2 (page 2)		See page 2 (page 2)	Fin. Charge + Amount Fin.	Total Pay. + Down Payment						
<p>See Contract terms for additional information about nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties.</p> <p>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.</p> <p>Security: I give you a security interest in the goods or property being purchased.</p> <p>Late Charge: If a payment is more than <u>5</u> days late, I will be charged <u>2</u> % of the unpaid amount of such payment, not to exceed <u>5</u> \$ 5.00.</p> <p>Assumption: Someone buying my Manufactured Home may not assume the remainder of the Contract on the original terms without your prior written consent.</p> <p>Estimates: All numerical disclosures except the late payment disclosures are estimates.</p>										
<table border="1"> <thead> <tr> <th>Number of Payments</th> <th>Amount of Payments</th> <th>When Payments Are Due</th> </tr> </thead> <tbody> <tr> <td>My payment schedule will be: <u>360</u></td> <td>\$ 357.84 \$.00 \$.00 \$.00</td> <td>Monthly, beginning <u>NOVEMBER 20</u>, 1998 Monthly, beginning _____, 19_____ Monthly, beginning _____, 19_____ Monthly, beginning _____, 19_____</td> </tr> </tbody> </table>					Number of Payments	Amount of Payments	When Payments Are Due	My payment schedule will be: <u>360</u>	\$ 357.84 \$.00 \$.00 \$.00	Monthly, beginning <u>NOVEMBER 20</u> , 1998 Monthly, beginning _____, 19_____ Monthly, beginning _____, 19_____ Monthly, beginning _____, 19_____
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102298

Description of
Manufactured
Home:

TRADE NAME: DUTCH HOUSING, INC. MODEL: DUTCHESSE

YEAR: 99 NEW: X USED: LENGTH: 60 ft. WIDTH: 28 ft.

SERIAL
NUMBERS: 181413

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

ADDITIONAL SKIRTING

ACCESSORIES
AND FURNISHINGS: [REDACTED] [REDACTED]

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including Sales Tax of \$.00): \$ 41,750.00
2. a. Cash Down Payment: \$ 4,175.00
- b. Trade-In (Year, Make, Model):
Length _____ Width _____
Gross Value \$.00 Lien \$.00
(Seller to pay off)
- c. Net Trade-In Value \$.00
- Total Down Payment \$ 4,175.00
3. Unpaid Balance of Cash Price (1 minus 2) \$ 37,575.00
4. Amounts paid to others on my behalf:
 - a. To Insurance Companies:
 - (1) Property Insurance \$.00
 - (2) Credit Life Insurance \$.00
 - b. To Public Officials:
 - (1) Certificate of Title \$.00
 - (2) \$.00
 - c. To Creditor:
 - For: \$.00
 - d. To:
 - For: \$.00
 - e. To:
 - For: \$.00
 - f. To:
 - For: \$.00
 - g. To:
 - For: \$.00
 - h. To:
 - For: \$.00
- Total (a + b + c + d + e + f + g + h) \$.00
5. Unpaid Balance (3 plus 4) \$ 37,575.00
6. Prepaid Finance Charge \$.00
7. Amount Financed (5 minus 6) \$ 37,575.00

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

ITEMIZATION OF INSURANCE

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

Type of Insurance	Term	Premium
Physical Damage Coverage	0MOS	\$.00
	0MOS	\$.00
		\$.00

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

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

Proposed Insured _____
Proposed Insured _____
(Only spouse can be insured jointly.)

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

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

Date _____
(signature)

Date _____
(signature)

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

ADDITIONAL TERMS AND CONDITIONS

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

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

PROPERTY INSURANCE:

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

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

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

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

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

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

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

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

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:

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

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

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

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

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

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

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

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

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

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

RESOLVING DISPUTES BY ARBITRATION, REFERENCE, OR TRIAL BY A JUDGE, AND NOT BY JURY TRIAL, AND
AGREE THAT THIS CONTRACT SETS FORTH OUR ENTIRE AGREEMENT AND THAT NO OTHER PROMISES HAVE
BEEN MADE.

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

SELLER: RIVERVIEW HOMES, INC.
RT. 22 MOBILE HOME MART

SELLER'S
ADDRESS: RD. 1, BOX 1

SELLER'S
SIGNATURE: Drew A. Dunworth

SELLER'S
TITLE: Mr.

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

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

BUYER(S) SIGNATURE(S):

Drew A. Dunworth

DREW A. DUNWORTH

DATE OF THIS CONTRACT: November 2, 1998

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

Drew A. Dunworth

(Signature of Buyer)

Drew A. Dunworth

(Signature of Co-Buyer)

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON PAGE 1 ("Creditor")

With respect to this retail installment contract ("Contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this Contract; (3) this Contract arose from the bona fide sale of the merchandise described in this Contract; (4) the down payment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) any trade-in, or other consideration, received as any part of the down payment is accurately described on page 2 and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on page 2 and has been paid off by Seller prior to or contemporaneously with the assignment of this Contract to Creditor; (6) there is now owing on this Contract the amount set forth herein; (7) this Contract and any warranty 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

September 26, 2000

DREW A. DUNWORTH
 RR 1 BOX 368
 GRAMPIAN PA 16838



RE: Manufactured Home Loan - Account #000006130187700001

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)	\$ 730.19
Late Charge(s)	\$ 24.46
Total Due Now	\$ 754.65

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

DEC 18 2000

3:11-CV-00046-PD

William A. Shaw

Prothonotary

\$80.00

Loc. Shred

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10514

GREENPOINT CREDIT

00-1570-CD

VS.

DUNWORTH, DREW A.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

**NOW DECEMBER 29, 2000 AT 3:00 PM EST SERVED THE WITHIN COMPLAINT
IN REPLEVIN ON DREW A. DUNWORTH, DEFENDANT AT RESIDENCE, RR # 1,
BOX 368, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
DREW A. DUNWORTH A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY**

Return Costs

Cost	Description
30.81	SHFF. HAWKINS PD. BY: ATTY.
10.00	SURCHARGE PD. BY: ATTY.

Sworn to Before Me This

10 ~~10~~ **Day Of** *January* ~~January~~ **2000**
William A. Shaw

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

So Answers,

Chester A. Hawkins
My Master Prothonotary
Chester A. Hawkins
Sheriff

FILED
1/10/01
JAN 10 2001
William A. Shaw
Prothonotary *E KDL*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-1570-CD
)	
v.)	
)	
Drew A. Dunworth,)	
)	
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 Drew A. Dunworth for his failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendant was served with the Complaint on December 29, 2000 and his answer was due to be filed on January 18, 2001.

Attached as Exhibit "A" is a copy of plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendant at his last known address and to his attorney of record, if any, on January 24, 2001, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1999 Dutch Housing Dutchess Manufactured Home, Serial Number 18141E, that being the relief demanded in the Complaint.

FILED

FFR 09 2001

William A. Shaw
Prothonotary

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



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. 00-1570-CD
)	
V.)	
)	
Drew A. Dunworth,)	
)	
Defendant.)	

Via Certified Mail # 1 8881 7478
and Certificate of Mailing

Drew A. Dunworth
RR1, Box 368
Grampion, PA 16838

Date of Notice: January 24, 2001

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

GreenPoint Credit, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-1570-CD
)	
v.)	
)	
Drew A. Dunworth,)	
)	
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 368, Grampion, PA 16838, and that he is not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, *et seq.* This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COPY

GreenPoint Credit, LLC,) CIVIL DIVISION
Plaintiff,) No. 00-1570-CD
v.)
Drew A. Dunworth,)
Defendant.)

Drew A. Dunworth
RR1, Box 368
Grampion, PA 16838

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

FEB 09 2001
M1830/atty Dumper
William A. Shaw
Prothonotary

Notice to D.y.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
Plaintiff,) No. 00-1570-CD
v.)
Drew A. Dunworth,)
Defendant.)

PRAECIPE FOR ISSUANCE OF WRIT OF POSSESSION

To the Prothonotary:

Kindly issue Writ of Possession in the above-captioned matter.



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

FILED

NOV 07 2002

William A. Shaw
Prothonotary

FILED Atty Dyer pd.
M/2/11 481 20.00
NOV 07 2002 No CC

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

GreenPoint Credit, LLC,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-1570-CD
)	
v.)	
)	
Drew A. Dunworth,)	
)	
Defendant.)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)	
)	
COUNTY OF CLEARFIELD	)	ss:
)	

To the Sheriff of Clearfield County:

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

1999 Dutch Housing Dutchess Manufactured Home, Serial Number 18141E.

2. You are directed to inform Drew A. Dunworth that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Dutch Housing Dutchess 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 Drew A. Dunworth, you are directed to levy upon any property of Drew A. Dunworth remaining after the above-mentioned time period and sell his interest therein.

Willie L. Brown
(Prothonotary/Clerk)

(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date November 7, 2002

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13303

GREENPOINT CREDIT, LLC

00-1570-CD

VS.

DUNWORTH, DREW A.

WRIT OF EXECUTION POSSESSION

SHERIFF RETURNS

NOW, NOVEMBER 18, 2002 SERVED WRIT OF POSSESSION ON DREW A. DUNWORTH, DEFENDANT AT THE SHERIFF'S OFFICE ONE NORTH SECOND STREET, CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA 16830, BY HANDING TO DREW A. DUNWORTH, DEFENDANT, A TRUE AND ATTESTED ORIGINAL WRIT OF POSSESSION AND MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 22, 2002 RECEIVED LETTER FROM PLAINTIFF ATTORNEY TO STOP EFFORTS TO DELIVER POSSESSION AND RETURN WRIT. PARTIES HAD REACHED A FOREBEARANCE PLAN.

NOW, JANUARY 24, 2003 RETURN WRIT AS BEING SERVED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO ATTORNEY.

**SHERIFF HAWKINS \$25.80
SURCHARGE \$10.00
PAID BY ATTORNEY**

FILED
01/10/46 801
JAN 24 2003

**William A. Shaw
Prothonotary**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13303

GREENPOINT CREDIT, LLC

00-1570-CD

VS.

DUNWORTH, DREW A.

WRIT OF EXECUTION POSSESSION

SHERIFF RETURNS

Sworn to Before Me This

24th Day Of Jan. 2003

William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
By Cynthia Butler-Augustaugh
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC,) CIVIL DIVISION
Plaintiff,) No. 00-1570-CD
v.)
Drew A. Dunworth,)
Defendant.)

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) ss:

To the Sheriff of Clearfield County:

1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to GreenPoint Credit, LLC:
1999 Dutch Housing Dutchess Manufactured Home, Serial Number 18141E.
2. You are directed to inform Drew A. Dunworth that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Dutch Housing Dutchess 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 Drew A. Dunworth, you are directed to levy upon any property of Drew A. Dunworth remaining after the above-mentioned time period and sell his interest therein.



(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date November 7, 2002

Received November 11, 2002 @ 3:00 P.M.

Chester A. Hawkins

by Cynthia Butler Aughenbaugh