

01-490-CD  
CHASE MANHATTAN BANK USA NA -vs- JEFFREY L. BUMBARGER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA  
Plaintiff

vs. No. 01-490-CD

JEFFREY L. BUMBARGER  
Defendant

**MOTION FOR ENTRY OF DEFAULT JUDGMENT**

TO THE HONORABLE THE JUDGES OF THE SAID COURT:

The Motion of Plaintiff, Chase Manhattan Bank USA NA, ("Movant") for Entry of Default Judgment by its attorneys, GEISENBERGER & COOPER, P.C., pursuant to Pennsylvania Rules of Civil Procedure, Pa.R.C.P. No. 1037(c) respectfully represents that:

1. Movant on April 6, 2001, filed a Complaint for Replevin ("Complaint") to recover possession of a 1987 Champion Mobile Home ("Mobile Home") located at RR 1 Box 578 T-6, Osceola Mills, Pennsylvania, 16666. The allegations of the Complaint are incorporated herein by reference with a copy of same attached to this Motion as Exhibit "1".
2. Defendant was personally served with the Complaint on April 10, 2001.
3. On May 8, 2001, Plaintiff mailed to Defendant the required ten (10) day Notice prior to entry of Default Judgment in accordance with Pa.R.C.P. No. 237.5 addressed to Defendant at RR 1 Box 578 T-6, Osceola Mills, Pennsylvania, 16666. A copy of said Notice is attached to this Motion as Exhibit "2".
4. Movant believes and therefore avers that Defendant resides and continues in possession of the Mobile Home located at RR 1 Box 578 T-6, Osceola Mills, Pennsylvania 16666.

**FILED**

JUN 07 2001

73163.CCP/14

William A. Shaw  
Prothonotary

5. More than twenty (20) days has expired since service of the Complaint and additionally more than ten (10) days has passed since the mailing of the Notice of Default dated May 8, 2001. since April 10, 2001 no Entry of Appearance or Answer has been filed by Defendant.

WHEREFORE, Movant moves the Court to enter judgment determining Plaintiff right to recover possession of the Mobile Home and reserving to any subsequent trial any issue(s) concerning money value of the Mobile Home and/or the amount of any special damages sustained By Plaintiff. Plaintiff seeks the entry of Judgment of Possession for Plaintiff, Chase Manhattan Bank USA NA, and against Defendant, Jeffrey L. Bumbarger, in accordance with the form of Order hereto attached hereto.

Date: May 25, 2001

GEISENBERGER & COOPER, P.C.

By:

Jacques H. Geisenberger, Jr.  
Attorney for Plaintiff  
Lower Level, 45 East Orange Street  
Lancaster, PA 17602-2846  
(717) 397-3500  
I.D. No. 06947

**VERIFICATION**

Jacques H. Geisenberger, Jr., Esquire, verifies that he is the Attorney for Chase Manhattan Bank USA NA, Plaintiff within named; that he is authorized on behalf of the Plaintiff to make this Affidavit; that the facts set forth in the foregoing Motion for Entry of Default Judgment of which he has personal knowledge he avers to be true and correct; as to the remaining facts which he has obtained from others, he believes them to be true and avers that they are true to the best of his knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

Date: May 25, 2001

Jacques H. Geisenberger, Jr.  
I.D. No. 06947

**EXHIBIT**

TAB

1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA  
Plaintiff

vs.

JEFFREY L. BUMBARGER  
Defendant

No. 01-490-C

**COPY**

**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, Pennsylvania 16830  
Telephone: 814-765-2641

Jacques H. Geisenberger, Jr.  
I.D. No. 06947

I hereby declare that the foregoing is true,  
and that I am the original  
signer to this paper.  
S. Geisenberger

APR 1 2001

20044.CEP/AS

Attest:

Jacques H. Geisenberger  
Court Clerk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA

Plaintiff

No.

vs.

JEFFREY L. BUMBARGER

Defendant

**COPY**

COMPLAINT

AND NOW, April 3, 2001, comes the Plaintiff, Chase Manhattan Bank USA NA, by its attorneys, GEISENBERGER & COOPER, P.C., and complains against the Defendant as follows:

1. Plaintiff is CHASE MANHATTAN BANK USA NA, a corporation, maintaining offices at 250 West Huron, Cleveland, Ohio, 44101.
2. Defendant, JEFFREY L. BUMBARGER, is an adult individual, *sui juris*, who resides at RR 1 Box 578 T-6, Osceola Mills, Clearfield County, Pennsylvania, 16666.
3. On or about February 26, 1998, Defendant purchased a 1987 Champion Mobile Home ("Mobile Home") from Blacks Homes Sales, ("Blacks") and signed a Security Agreement to the Seller until the balance of the purchase price was paid in accordance with the contract. A true and correct copy of the contract is attached hereto, made a part hereof and marked Exhibit "A".
4. Pursuant to the Security Agreement, Blacks delivered to Defendant the Mobile Home and assigned the Security Agreement to Plaintiff.

5. Thereafter Defendant made payments to Plaintiff until on or about October 27, 2000, at which time payments ceased so that there is now due and owing a payoff balance in the sum of \$19,326.40 as of January 23, 2001, plus interest and late charges which thereafter accrue. Upon failure to pay any installment when due, the entire balance of the Agreement is immediately due and payable and Plaintiff by reason of its Security Agreement is entitled to immediate possession of its security, all of which appears by reference to Exhibit "A".

6. Plaintiff has performed and complied with all conditions required of it under the Security Agreement.

7. On June 29, 2000 Plaintiff gave to Defendant the Notice of Default and Right to Cure Default as required under the Security Agreement and Section 623 of the Pennsylvania Motor Vehicle Sales Finance Act, 69 P.S. § 623 ("PMVSFA"). A copy of the notices mailed to Defendants are attached hereto as Exhibit "B".

8. Defendant to date has not cured the default as a result of which Plaintiff is entitled to commence this action and to immediate possession of its security.

9. Plaintiff further avers that the value of the property and the Plaintiff's interest therein will be adversely affected by the continued possession and use of the security by Defendant as he continues to occupy same without maintenance and subjecting same to rapid depreciation in the value of the Mobile Home.

10. According to the NADA Mobile Home Guide the present retail value of the Mobile Home is \$19,200.00.

11. Plaintiff further avers that Defendant, under the Security Agreement, agreed to pay Plaintiff's attorneys fees as allowed by law, PMVSA, which are reasonable and actually incurred by Plaintiff in enforcing the Security Agreement. Plaintiff avers that under the circumstances, a reasonable attorneys' fee is \$4,000.00 to be adjusted either downward or upward to the amount actually incurred, depending on the course of this proceeding from this date forward to conclusion.

WHEREFORE, Plaintiff demands judgment of possession from Defendant of the Mobile Home covered by Plaintiff's Security Agreement, plus reasonable attorney fees as hereafter determined by the course of this proceedings.

GEISENBERGER & COOPER, P.C.

By: 

Jacques H. Geisenberger, Jr.  
Attorney for Plaintiff  
Lower Level, 45 East Orange Street  
Lancaster, PA 17602-2846  
(717) 397-3500  
I.D. No. 06947

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA  
Plaintiff

No.

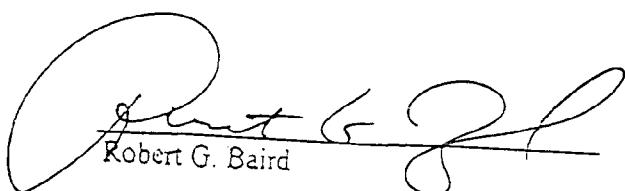
vs.

JEFFREY L. BUMBARGER  
Defendant

VERIFICATION

Robert G. Baird, verifies that he is the Assistant Vice President of Chase Manhattan Bank USA NA, that he is authorized on behalf of the Plaintiff to make this Affidavit to the Complaint; that the facts of which he has personal knowledge are true and correct; that the remaining facts which he has obtained from others are true and correct to the best of his knowledge, information, and belief; and that this statement is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

Date: March 28, 2001



Robert G. Baird

200111.CCP/7

273192

**EXHIBIT A**

RETAIL INSTALLMENT CONTRACT, MANUFACTURED HOME SECURITY AGREEMENT  
AND DISCLOSURE STATEMENT

(This Contract Consists of Seven (7) Pages)

Buyer(s)' Name JEFFREY I. BUMBAKERAddress PO BOX 123 PITTSBURG PA 15266  
(Number/Street) (City) (State) (Zip)

Co-Buyer(s)' Name \_\_\_\_\_

Address \_\_\_\_\_  
(Number/Street) (City) (State) (Zip)Seller's Name BLACKS HOMES SALESAddress 53 SUMMIT LANE OSCEOLA MILLS PA 15666  
(Number/Street) (City) (State) (Zip)

We, the undersigned Seller, hereby sell and you, the undersigned Buyer hereby purchase, subject to the terms and conditions hereinafter set forth, the following described manufactured home complete with furniture, appliances, attachments and equipment ("Collateral"). You hereby acknowledge delivery and acceptance of the Collateral in good and satisfactory condition.

Location of Collateral if other than Buyer's above address:

RR 1 Osceola Mills PA 15666  
(Number/Street) (City) (State) (Zip)

## DESCRIPTION OF MANUFACTURED HOME

New or Used NEW Manufacturer's Name CHAMPIONYear of Unit 1997 Manufacturer's Serial Number 07282457717Model Name & Model Number 845Unit Description: Length 70 Width 14 Color white

(X)	Item(s)	Serial Number	(X)	Item(s)	Serial Number
<input checked="" type="checkbox"/>	Air Conditioning		<input checked="" type="checkbox"/>	Awnings(s)	
<input checked="" type="checkbox"/>	Refrigerator		<input checked="" type="checkbox"/>	Skirtine	
<input checked="" type="checkbox"/>	Washer		<input checked="" type="checkbox"/>	Other	
<input checked="" type="checkbox"/>	Dryer		<input checked="" type="checkbox"/>	521 Tractor Accessories	
<input checked="" type="checkbox"/>	Furniture				

Collateral Purchased for use primarily:  Personal, Family or Household  Business

Page 1 of 7

Form # PA 1943 March, 1992  
Pennsylvania Fed. Home Loan Bank Disclosure Statement

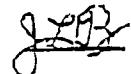
Buyer's Initials

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including any accessories, services and taxes)	\$ <u>20,722.00</u> (1)
2. Total Down Payment (Line 2A plus 2B)	\$ <u>2,000.00</u> (2)
A. Net Trade-In Trade-In Information (Year/Make/Model)	\$ <u>0.00</u>
B. Cash Down Payment	\$ <u>2,000.00</u>
3. Unpaid Balance of Cash Price (Line 1 minus 2)	\$ <u>18,722.00</u> (3)
4. Prepaid Finance Charge (Financed)	\$ <u>9.00</u> (4)
5. Other Charges Including Amounts Paid to Others on Buyers' Behalf: (Total of Lines 5A through 5G)	\$ <u>269.50</u> (5)
A. Cost of Physical Damage Insurance Purchased through Seller and Paid to the Insurance Company Named Below -- Covering Damage to the Property	\$ <u>242.00</u> **
B. Cost of Optional Credit Insurance Paid to the Insurance Company(s) Named Below (Line B1 plus B2)	\$ <u>0.00</u> **
1. Life Insurance \$ <u>10.00</u>	
2. Disability, Accident & Health \$ <u>0.00</u>	
C. Official Fees Paid to Public Officers	\$ <u>0.00</u>
D. Taxes Not Included in Cash Price	\$ <u>0.00</u>
E. Government License and/or Registration Fees (Itemize)	\$ <u>0.00</u>
F. Government Certificate of Title Fees	\$ <u>27.50</u>
G. Other Charges (Seller must identify who will receive payment and describe purpose)	
1. to _____ for _____	\$ <u>0.00</u> **
2. to _____ for _____	\$ <u>0.00</u> **
6. Total Amount of Contract (Add Lines 3, 4 & 5)	\$ <u>19,000.50</u> (6)
7. Total Prepaid Finance Charges (Line 4 Plus Other Non-Financed Prepaid Finance Charges)	\$ <u>9.00</u> (7)
8. Amount Financed (Line 6 minus 7)	\$ <u>18,991.50</u> (8)

\*\* We may retain, or receive, a portion of those amounts.

Page 2 of 7

Form # PA-443, MARCH, 1998  
Pennsylvania Full Preempt Fixed Rate Simple Interest
 Buyer's Initials

## PROMISE TO PAY

You, individually and together, promise to pay to us the Total Amount of Contract shown above, together with finance charges on the unpaid balances thereof from time to time, at the rate of 11.76 % per annum until the Total Amount of Contract and any other sums you may become obligated to pay pursuant to the provisions of this Contract are fully repaid. The Total Amount of Contract includes any Prepaid Finance Charges that we advance on your behalf. You will make payments according to the Payment Schedule shown below. The Payment Schedule assumes that each payment will be made exactly on the date due and in the amount scheduled. Accordingly, payments not made exactly according to the Payment Schedule may result in an increase or decrease in the total amount paid under the Contract. The final payment will equal the then remaining unpaid balance of the Contract, plus accrued and unpaid finance charge and other sums due hereunder, all as allowed by law. Prepaid Finance Charge, if any, shall be deemed fully earned by us when you execute this Contract.

To secure such payment, you give us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral. We hereby waive any other security interest or mortgage which would otherwise secure your obligations under this Contract except for the security interests and assignments granted by you in this Contract. You agree that the terms of this Contract are printed on pages one through seven (pages 1-7) of this document.

## TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
<u>11.76 %</u>	<u>\$21,506.70</u>	<u>\$18,991.50</u>	<u>\$40,498.20</u>	<u>\$ 2,000.00</u> <u>\$ 42,498.20</u>

## Buyers' PAYMENT SCHEDULE will be:

Number of Payments	Amount of Payments	When Payments are Due
One Payment of	\$	
180 Payments of	\$ 224.99	Monthly, beginning <u>4-23-98</u>
One Final Payment of	\$	

Security: You are giving a security interest in the property being purchased

Other \_\_\_\_\_

Lien Filing Fees: \$ 27.50 e

Prepayment: If you pay off early, you will not have to pay a penalty.

Assumption: (This applies only if you give your principal dwelling as security and you are purchasing that dwelling under this Contract.) Someone buying your home may not, except under certain circumstances, be allowed to assume the remainder of this Contract on its original terms.

See the remainder of this Contract document for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. e means estimate

If you do not meet your contract obligations, you may lose the property that you bought with the credit extended to you under this Contract.

## INSURANCE

If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

## Required Physical Damage Insurance:

Physical damage insurance is required; but you may purchase it from anyone you want who is acceptable to us.

## (CHECK ONE)

1. You have elected to purchase the required and/or optional insurance through the Seller. The cost of this insurance is shown in SA of the itemization above. This insurance is described as follows:

Insurance Company: \_\_\_\_\_ Term: 12 months

Property Insurance: including personal effects coverage of \$ 0.00

\$ 0.00 Deductible Comprehensive including Fire, Theft and Combined Additional coverage

2. You have purchased, or will obtain, required coverage through:

Insurance Company or Agent: \_\_\_\_\_

Insurance (Optional): Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Term	Signature(s)
Credit Life	\$ 0.00		I want credit life insurance.
Joint Credit Life	\$ 0.00		We want joint credit life insurance.
Credit Disability	\$ 0.00		I want credit disability insurance.
Credit Life & Disability	\$ 0.00		I want credit life and disability insurance.
Joint Credit Life & Disability	\$ 0.00		We want joint disability insurance.

CREDIT LIFE AND DISABILITY INSURANCE: If Buyers elect credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ 0.00. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ 0.00. Insurance Company: \_\_\_\_\_ Credit Life Insurance may not cover the entire balance of this obligation at the time of death if the original coverage selected is for a term or for an amount which is less than the term or the amount of the credit. Credit Disability Insurance may not cover the entire period of disability if the period of disability exceeds the term of coverage.

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY. SELLER WILL APPLY FOR COVERAGES CHECKED ABOVE ON BEHALF OF BUYER.

## OTHER IMPORTANT AGREEMENTS

I. Ownership and Risk of Loss: You agree to pay us all that you owe under this Contract even if the property is damaged, destroyed or missing. You agree not to transfer, or remove the Collateral from its location as specified above without our written permission. You agree not to expose the Collateral to misuse or confiscation. You agree to maintain the Collateral and keep it in good repair. You agree to not allow the Collateral to deteriorate in condition or value beyond normal wear and tear. You agree to not permit or allow any lien or encumbrance on the Collateral other than that granted to us. You agree to not use the Collateral or any part thereof in violation of

State, federal or municipal law or ordinance. If we pay any repair bills, storage bills, taxes, fines, or other charges on the Collateral, you agree to repay the amount when we ask for it. You agree to pay finance charges on the unpaid portions of such amount at the per annum rate shown above.

2. You agree to comply with all registration, licensing, tax and title laws applicable to the Collateral. You will pay, when due, all taxes and government assessments at any time levied on, due for, or which attach to the Collateral after its delivery to you. You agree that the Collateral, wherever placed, shall remain personal property. The Collateral shall not become part of the real estate. You agree to execute all documentation necessary to perfect our security interest in the Collateral. If you apply for a certificate of title for any item of Collateral, you will have our lien noted thereon. You will, if allowed by law, deliver or cause the certificate of title to be delivered to us. You may not rent the Collateral. You may not sell, assign, lease or otherwise dispose of it, or any interest in it. You may not consign it without our prior written consent. You may not allow any lien on or grant any security interest in the Collateral other than ours.
3. **Security Interest:** You give us a purchase money security interest in the property being purchased (Collateral). The security interest covers all proceeds of the Collateral. It also covers any accessories, equipment and replacement parts installed in the Collateral. It also covers insurance premiums and charge for service contracts returned to us and proceeds of any insurance policies or service contract on the property. It also covers proceeds of any insurance policies on the life or health of Buyers financed in this Contract. This secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension or assignment of this Contract. It also secures other agreements made by you in this Contract. You waive, with respect to the Collateral, but only to the extent allowed by law, all benefit of valuation, appraisement, and homestead or other exemption laws now in force or hereafter enacted. This waiver includes stay of execution and condemnation.
4. **PREPAYMENT: YOU CAN PREPAY THIS DEBT IN FULL OR IN PART WITHOUT PENALTY.** Accrued charges to date of prepayment must be paid at the time of prepayment. Prepaid Finance Charge, if any, will not be subject to refund or rebate if you prepay this Contract in full or in part.
5. **Insurance:** You agree to obtain at your own expense and to keep in force insurance on the Collateral against loss by fire, theft, flood, comprehensive, collision and damage. You agree to insure the Collateral against other hazards as appropriate and reasonable in relation to the character and value of the Collateral. The insurance shall be for such amounts and periods by an insurer that you choose subject to our approval. If you choose, we will obtain property insurance for you at the premium shown above.
6. **Insurance:** Whether the insurance is provided by you or by us, you agree to pay all premiums when due and payable. If you elect to provide this insurance, you shall deliver to us a fully paid up policy within five (5) days from the date of this Contract. The policy must contain a loss payable clause in favor of us. If any policy required hereunder is later canceled or expires, you shall immediately furnish to us a fully paid replacement policy suitable to us. If you fail to obtain the insurance or pay the premiums, we are authorized, at our sole option, to obtain or renew insurance coverage we believe necessary, as allowed by law. If we exercise this contractual right, the insurance policy will be placed by an affiliated insurance agency which may realize a financial benefit from the transaction. We are authorized to pay the premiums for you on any insurance we purchase or renew for you.
7. You agree that any insurance we obtain may cover your interests and our interests, or may cover only our interests. It may at our sole option insure against loss in amounts equal to the unpaid amount due under this Contract, all as allowed by law. If we pay to obtain or renew insurance coverage for the Collateral, we will, within a reasonable time after advancing such sums, notify you of the amount advanced. The notice will also contain the required terms of repayment of the premium and describe the insurance purchased, including the type and amount of coverages.
8. You promise to repay the full cost of any insurance so purchased upon demand or upon such other terms as we, in our sole discretion, determine. We may show the amount of any such insurance premium we pay as part of the total outstanding balance under this Contract. Even if such insurance premium is shown as part of the total outstanding balance, we may continue to demand immediate full repayment or payment upon such other terms as we, in our sole discretion, determine. The Collateral shall secure the repayment of premiums for any insurance purchased by us pursuant to this paragraph. The unpaid portion(s) of any insurance premium paid by or advanced by us shall accrue finance charge from time to time at the per annum rate shown above. If we do not obtain the replacement insurance, none of our rights and remedies under this Contract will be prejudiced.
9. To enable us to exercise our option under the above circumstances to insure or renew coverage, you grant us the right to use or disclose any and all information we deem relevant to acquiring replacement insurance coverage. You assign to us all amounts in payment of insurance losses. We may apply such amounts, at our option, to your debt hereunder, to repair, replace or restore the Collateral, or build. Any excess after such application shall be returned to you. To implement this assignment, you appoint us as your Attorney-in-Fact to: (a) accept refunds of unearned insurance premiums; (b) make all adjustments for loss; (c) accept proceeds of settlement on claims made on said insurance policies; and (d) sign your name upon any checks, drafts, and documents required in connection with any loss or refund.
10. This Contract may contain charges for optional insurance or service contracts. If the property is repossessed, you agree that we may claim benefits under these contracts and terminate them to obtain refunds of unearned charges.
11. If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance which covers only our interest in the property. Any refund on optional insurance or service contracts obtained by us will be credited to your account. Credit to your account will be applied to as many of your installments as they will cover, beginning with the next installment. You will be notified of what is done.
12. **Term of the Evidence:** You understand that all required payments must be made on the day due.
13. **Exercising Our Rights:** If you remit payments which are less in amount than required by this Contract, our acceptance of same shall not constitute a new Contract, either expressed or implied. Acceptance of such reduced payment shall not waive the original terms of this Contract. Our acceptance of any payment after it is due shall not constitute a waiver of any of the original terms of this Contract. Our waiver of an event of default on one occasion shall not constitute a waiver of future instances of the same event of default. Our

waives of one event of default shall not constitute a waiver of other events of default at the same time. We may delay enforcing any of our rights under this Contract without waiving or losing them. We may waive a right against a buyer, or release a buyer, without waiving the same or any other right against, or releasing, any other buyer.

14. **Default:** You are in default of your obligations under this Contract if any of the following events or conditions occur: (a) you fail to pay any installment when due, or you fail to perform any of your other obligations under this Contract; (b) any warranty, representation or statement you made or caused to be made is false or breached; (c) the Collateral is lost, stolen, damaged, destroyed, suffers a substantial reduction in value as a result of casualty, or is sold or encumbered, or it is levied on, seized or attached; (d) you are unable to pay your debts as they become due, you become insolvent, a receiver is appointed for you, you assign property for the benefit of creditors, a proceeding under any bankruptcy or insolvency law is begun against you; (e) you die (or a partner dies if you are a partnership); (f) if you are a corporation or partnership, the corporation or partnership dissolves, merges, consolidates or transfers a substantial portion of its property; (g) you break any promise or breach any provision contained in this Contract.

15. **Notice of Right to Cure Default:** If you default, we will provide you with at least 30 days prior notice of our intent to accelerate the maturity of the Contract, repossess the Collateral, or commence any legal action to recover under the Contract. This notice will be sent by certified or registered mail to the address where the Collateral is located. If you violate any terms or provisions of this Contract, we will also send you this notice. The notice will advise you of the action we intend to take at the end of the 30 day notice period. It will also contain a statement of your right to cure the default at any time before we transfer title to the Collateral. This cure period will be at least 45 days from the date you received this notice. You are not entitled to this notice if you abandon the property or surrender it to us. You are not entitled to this notice and right to cure default more than three (3) times in any calendar year. If you cure a default in payment due, you will be restored to the same position as if that default had not occurred.

16. **In order to cure you must tender in cash, certified check or cashier's check the amounts shown in the notice.** If legal action was commenced, it must include any actual and reasonable attorney's fees as allowed by law. It must include any actual and reasonable costs we incur in repossessing and transporting the Collateral to the site of sale. In addition, you must also perform any other obligation required under this Contract as described in the notice.

17. **Demand for Full Payment and Additional Remedies on Default:** ALL THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE APPLICABLE NOTICE AND RIGHT TO CURE DEFAULT PROVISIONS CONTAINED IN THIS CONTRACT AND UNDER APPLICABLE STATE AND FEDERAL LAW. If you default, we may, subject to your unexpired right to cure, if any, require that you immediately pay the entire unpaid balance together with accrued and unpaid finance charge to the date of payment in full. We may also require that you pay any other unpaid sums due under this Contract. If you default, upon our request you agree to assemble the Collateral and make it available to us at a place we designate. That place must be reasonably convenient to us and to you.

18. **If you default, we will also have all the rights and remedies of a secured creditor under the Pennsylvania Uniform Commercial Code and the Pennsylvania Motor Vehicle Sales Finance Act.** Those rights and remedies include, but are not limited to, the right to peaceably repossess and sell the Collateral, at public or private sale, as allowed by applicable law. We will give you reasonable notice of the time and place of any sale. Such notification is reasonable if delivered personally, or sent by registered mail or recipient certified mail directed to you at your last-known address ten (10) days prior to the date on or after which such sale will occur. We may purchase the Collateral any public sale.

19. We will apply the proceeds of any sale of the Collateral, as allowed by law. We will first apply the proceeds to our actual and reasonable out-of-pocket expenses of re-taking, holding, preparing for sale and selling the Collateral. If legal action was commenced, we will then apply the remaining proceeds to our actual and reasonable attorney's fees paid to a lawyer who is not our salaried employee. We will then apply any remaining proceeds to the unpaid balance due under this Contract. You may be liable for any remaining amount if allowed under applicable law. That amount is called a deficiency balance. Any deficiency balance will be computed as required by applicable law. You promise to pay any such allowable deficiency balance upon demand.

20. We may take possession of any personal effects in or upon the Collateral at the time of re-taking. We will give you written notice, at your last known address, via regular mail, of the acquisition of any personal effects. If you do not claim them within 30 days after notice is mailed, you may retain them subject to your rights. We may then sell or otherwise dispose of them in a reasonable manner, all as allowed by law. We will distribute any proceeds of such disposition according to applicable law.

21. **Getting the Collateral Back After Repossession:** If we repossess the Collateral and you are not entitled to a notice and right to cure your default, you may still redeem the Collateral (get it back). Even if you are not entitled to cure, we will hold the Collateral for at least 15 days from the date of repossession. If you are not entitled to cure your default, you may redeem the Collateral during the 15 day period and at any time prior to the date on which we enter into a contract to sell it. In order to redeem the Collateral as allowed under this paragraph, you must pay the entire amount you owe on the Contract (not just the past due payments). If your default at the time of repossession exceeded 15 days, you must also pay the expenses we incur in re-taking, repairing and storing the Collateral.

22. **Additional Provisions:** You represent that the allowance shown for the property traded in is a good faith statement of its actual value. You represent that no other extension of credit exists or is to be made to you in connection with the purchase of the Collateral. You warrant that any property traded in is free from any encumbrance. Breach of these warranties shall be a breach of this Contract. Upon notice of assignment, payment to anyone other than the assignee is at your risk. Subject to this limitation, Seller shall not be agent of the assignee for transmission of payments or for any other purpose.

23. **Changes to this Contract:** Any change in terms of this Contract must be in writing and signed by the Seller. No oral changes are binding.

24. **Interpretation of Agreement:** In this Contract the words "you," "your" and "yours" mean each and all of those who sign this Contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words "we," "us" and "our" mean the Seller shown above, and if this Contract is assigned, its successors and assigns and any other holder of this Contract. You agree that all terms of your agreement with us are contained in this written document. If any provision of this Contract is declared invalid or is

Page 6 of 7

Form # PA 1045 March, 1988

Pennsylvania Fed. Preempt Fixed Rate Simple Interest

Buyer's Initials

prohibited by applicable law, it shall be ineffective to the extent of such declaration or prohibition without affecting any other provisions of this Contract. All other provisions shall remain enforceable. Paragraph headings are for convenience only. They shall not be used in the interpretation of this Contract.

25. **Governing Law:** This Contract has been delivered in the State of Seller's place of business. It will be governed by the laws of that State and applicable federal law.

26. **Information Sharing:** You consent that we and our family of companies may share information from and about you and your accounts with each other and with others, including information that may be used to offer banking, insurance and investment products to you, except to the extent that you instruct us otherwise in accordance with our Fair Credit Reporting Act Disclosures. More details regarding our rights to share information will be provided to you after the closing of this transaction.

27. **Credit Reporting:** We may obtain consumer credit reports periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. We or any affiliate of ours may obtain one or more consumer credit reports on you from time to time for any legitimate business purpose. If you ask, you will be told whether a credit report was requested, and if so, the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify your employment, pay, assets and debts. You agree that anyone receiving a copy of this is authorized to provide us with such information.

28. **Warranties/Seller Disclaimers:** Buyer agrees that Seller makes no express warranties on the Collateral. Buyer further agrees that Seller makes no implied warranties of merchantability or fitness on the Collateral, unless required by law, and then only for the period of time set by law. Any statement as to model year of the Collateral is for identification purposes only and is not a warranty or representation. This provision does not affect any warranties covering the Collateral which may be provided by the manufacturer of the Collateral.

**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.**

**NOTICE TO THE 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.**

Executed by the parties this 26 day of March, 1998  
 (Month) (Year)

<u>Black's Home Sales</u> <small>(Name of Dealer-Seller)</small>	<u>X John L. Bimba, Jr.</u> <small>(Buyer)</small>
<u>XX Dennis J. Linn, Jr.</u> <small>(Signature of Representative)</small>	<u>X</u> <small>(Co-Buyer)</small>

Each Buyer acknowledges he/she is signing and initialing only one (1) original of this Contract, that the original Contract will be in the possession of the Seller or the Seller's assignee, and that the initial assignee will be Chase Manhattan Bank USA, N.A.

<u>X John L. Bimba, Jr.</u> <small>(Signature of Buyer)</small>	<u>X</u> <small>(Signature of Co-Buyer)</small>
--	--

The Buyer hereby acknowledges that he has received from the Seller a true copy of this foregoing document with all blanks suitably filled, and that such a copy was delivered to him by the Seller at the time of the execution thereof.

In consideration of granting this credit to the Buyer named above, and not for purposes of being obligated hereunder, the undersigned hereby grants to the Seller a security interest in the Collateral described herein and all proceeds thereof, in accordance with all of the terms and conditions of this Retail Installment Contract.

<u>X</u> <small>(Witness)</small>	<u>X</u> <small>(Date)</small>
--------------------------------------	-----------------------------------

## SELLER'S ASSIGNMENT AND WARRANTY

FOR VALUE RECEIVED, the undersigned ("Seller") does hereby sell and assign on this date: 1-26-98Dale L. Charles

(FULL CORPORATE NAME)

785 Old Rte 22 Duncansville PA. 16635

(FULL CORPORATE ADDRESS)

("Assignee") all right, title and interest in and to the attached Contract ("Contract") and the property covered thereby and authorizes Assignee to perform all acts necessary to collect and discharge the obligation, including the right to endorse any check or draft payable to Seller in connection with this obligation. Seller shall have no authority without Assignee's prior written consent to (i) accept collections or receipts, (ii) consent to the return of the property or equipment or (iii) modify the terms of the Contract. The following provisions as checked apply to this assignment.

WITHOUT RE COURSE - [Note: This section applies automatically. If either the section captioned "WITH RE COURSE" or "REPURCHASE AGREEMENT" is checked, that checked section also applies.] This assignment is made WITHOUT RE COURSE in all respects except as to the following warranties and representations made by Seller: 1. That the Contract is a bona fide contract, was actually executed by ~~person~~ named therein as Buyer, is the only such contract signed by Buyer, and that original Contract has been delivered to Assignee; 2. That Buyer was of legal age and competent to execute the Contract at the time of its execution; 3. That the property that is the subject of the Contract is truly and accurately described in the Contract; 4. That Seller has full and complete title to the property, subject only to the rights of Buyer that exist by virtue of the Contract; 5. That the property as described in the Contract has been delivered from the possession of Buyer or from Buyer's consignee pursuant to Assignee's requirements under its deferred delivery and storage program; 6. That the property has not been previously titled or described as new, but used for hire; 7. That the Contract arose from the sale of the property described in the Contract; 8. That the amount recited in the Contract as having been received upon the execution of the Contract as part of the purchase price was actually paid in cash and/or by property received in trade, at no more than its actual cash value and that no portion of the down payment has been loaned by Seller to Buyer; 9. That application has been made for Certificate of Title or other ownership documents in the name of Buyer with the Contract noted as a hen thereon, which Certificate or ownership document Seller will deliver or cause to be delivered to Assignee; 10. That Seller has no knowledge of any facts that would impair the validity of the Contract or render it valueless or less valuable; 11. That Seller does not know of or have any reason to know that there is or that there is to be any extension of credit to Buyer in connection with the purchase of the security covered by the Contract other than those recited in the Contract; 12. That there are not encumbrances, counterclaims or set-offs on the part of Buyer against Seller; 13. That Seller has not modified any preprinted (or preprinted on disk or otherwise) portions of the form Contract; 14. That the Contract as executed by Buyer and the Seller's performance with respect to the origination of the Contract comply with all applicable statutes and regulations, including, without limitation, the Truth-in-Lending Act ("TILA"), the Equal Credit Opportunity Act ("ECOA"), the Fair Credit Reporting Act ("FCRA") and applicable fair lending laws; 15. That Seller has complied with Assignee's procedures with regard to TILA, ECOA and FCRA; 16. That Seller has complied with its Reseller or other Dealer Agreement, as that agreement may have been amended from time to time, applicable to Seller's relationship with Assignee. If any of these warranties are untrue or are breached, regardless of Seller's or Assignee's knowledge or lack of knowledge thereof or Assignee's reliance thereon, Seller unconditionally agrees to repurchase the Contract for the then unpaid balance, and will indemnify and hold Assignee harmless from all losses, expenses, claims and damages, including reasonable attorneys' fees, which Assignee may incur as a result of such untruth or breach. In addition and notwithstanding the foregoing, Seller will reimburse Assignee for any loss or out-of-pocket expense sustained by Assignee because of set off or recovery, judicial or otherwise made against or agreed to by Assignee as a result of any claim or defense Buyer may have against Seller or manufacturer of the property that is the subject matter of the Contract. Seller will advance, upon Assignee's request, all payments due but withheld during the pendency of any such claim, defense or dispute. Seller has made no representations or warranties to Buyer that are not contained in the Contract and Seller has complied with all applicable federal and state laws and administrative regulations in connection with the Contract.

WITH RE COURSE - Seller GUARANTEES the Contract and the property described in the Contract subject only to the rights of the Buyer set forth in the Contract. Seller guarantees payment of all amounts due and to become due by the terms of the Contract, and all costs, including reasonable attorneys' fees incurred in collecting the money or attempting the collection thereof or the enforcement of any rights under the Contract under this GUARANTY. Seller will reimburse Assignee for any loss or out-of-pocket expense sustained by it because of set off or recovery judicial or otherwise made against or agreed to by Assignee after affording Seller an opportunity to satisfy the complaint as a result of any claim or defense Buyer may have against Seller or manufacturer. Seller consents that extension as to the time of payment may be made to the Buyer, either before or after maturity, and waives all statutes of limitations. Seller waives notice of non-payment and non-performance.

REPURCHASE AGREEMENT - The Seller agrees that if the Buyer fails to pay any installment of the Contract when due, the Seller, if called upon to do so, will either purchase the property described in the Contract in its then condition and pay to the Assignee, upon delivery of the property to it, an amount equal to the entire unpaid balance of the Contract, or pay the assignee on demand.

In addition and notwithstanding the foregoing, whether this assignment is made "Without Recourse," "With Recourse," or as a "Repurchase Agreement," Seller will indemnify and hold Assignee harmless from all losses, expenses, claims and damages, including reasonable attorney's fees, which Assignee may incur as a result of an untruth or a breach of any of Seller's warranties and representations as set forth in 1 - 16 above, regardless of Seller's or Assignee's knowledge or lack of knowledge thereof or Assignee's reliance thereon.

SELLER Dale L. Charles BY James J. Shanahan  
(Corporate Firm or Trade Name of Retailer) (Owner, Officer or Firm Member)







JEFFREY L BUMBARGER  
RR 1 BOX 578 T-6  
OSCEOLA MILLS , PA 16666

JUNE 29 2000

NOTICE OF DEFAULT AND RIGHT TO CURE DEFAULT

Name, Address, and Telephone of Creditor: Chase c/o Chase Manhattan Mortgage Corp., 250 West Huron, Cleveland, Ohio 44113. 216-479-2500.

Account Number: 00001100489481  
Brief identification of credit transaction: Retail Contract or note  
secured by a manufactured home.

You are now in default on this credit transaction. You have a right to correct this default within thirty (30) days of the postmarked date of this notice. If you correct the default, you may continue with the contract as though you did not default. Your default consists of:  
Failure to make payments as agreed.

Cure of default: Within thirty (30) days of the postmarked date of this notice, you may cure the default by paying: The past due amount of \$ 472.00 which includes \$ 0.00 in late fees.

Creditor's rights: If you do not correct your default in the time allowed, we may exercise our rights against you under the law which include: Repossessing or foreclosing on the collateral, including all furniture, appliances, and equipment (and real estate, if any) in which we have a security interest, taking a judgment against you, accelerating your loan, filing suit, and any other remedies available to us under applicable laws.

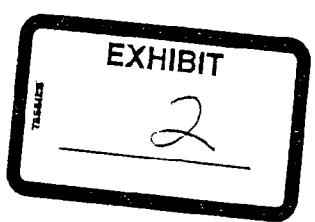
If you have any questions, write Chase Manhattan Mortgage Corporation at the above address or call 800-243-8979 between the hours of 8:00 AM and 9:00 PM Monday through Thursday, 8:00 AM through 5:00 PM Friday, or 8:00 AM to 1:00 PM Saturday.

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.

Chase Manhattan Mortgage Corporation  
Affiliate of: The Chase Manhattan Bank  
Chase Manhattan Bank USA, N.A.  
Other Subsidiaries of the Chase Manhattan Corporation

JANELL HALL

This is an attempt to collect a debt. Any information obtained will be used for that purpose.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA

Plaintiff

No. 01-490-CD

vs.

JEFFREY L. BUMBARGER

Defendant

**COPY**

To: JEFFREY L. BUMBARGER  
RR 1 BOX 578 T-6  
OSCEOLA MILLS, PA 16666

Date of Notice: May 8, 2001

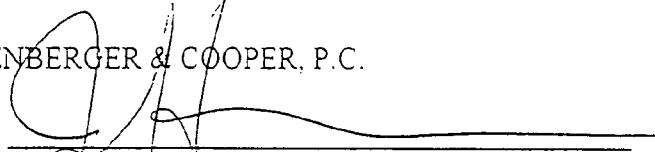
**IMPORTANT NOTICE**

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:

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone: 814-765-2641

GEISENBERGER & COOPER, P.C.

By:

  
Jacques H. Geisenberger, Jr.  
Attorney for Plaintiff  
Lower Level, 45 East Orange Street  
Lancaster, PA 17602-2846  
(717) 397-3500  
I.D. No. 06947

**FILED**

JUN 07 2001  
019,247-2cc *ccy* *DezenDren*  
William A. Shaw  
Prothonotary *ESB*

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

CHASE MANHATTAN BANK USA NA

Plaintiff

No. 01-490-CJ

vs.

JEFFREY L. BUMBARGER

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, Pennsylvania 16830  
Telephone: 814-765-2641

Jacques H. Geisenberger, Jr.  
I.D. No. 06947

**FILED**

APR 06 2001

William A. Shaw  
Prothonotary

200111.CCP/3

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**CHASE MANHATTAN BANK USA NA**

**Plaintiff**

**No.**

**vs.**

**JEFFREY L. BUMBARGER**

**Defendant**

**COMPLAINT**

AND NOW, April 3, 2001, comes the Plaintiff, Chase Manhattan Bank USA NA, by its attorneys, GEISENBERGER & COOPER, P.C., and complains against the Defendant as follows:

1. Plaintiff is CHASE MANHATTAN BANK USA NA, a corporation, maintaining offices at 250 West Huron, Cleveland, Ohio, 44101.
2. Defendant, JEFFREY L. BUMBARGER, is an adult individual, *sui juris*, who resides at RR 1 Box 578 T-6, Osceola Mills, Clearfield County, Pennsylvania, 16666.
3. On or about February 26, 1998, Defendant purchased a 1987 Champion Mobile Home ("Mobile Home") from Blacks Homes Sales, ("Blacks") and signed a Security Agreement to the Seller until the balance of the purchase price was paid in accordance with the contract. A true and correct copy of the contract is attached hereto, made a part hereof and marked Exhibit "A".
4. Pursuant to the Security Agreement, Blacks delivered to Defendant the Mobile Home and assigned the Security Agreement to Plaintiff.

5. Thereafter Defendant made payments to Plaintiff until on or about October 27, 2000, at which time payments ceased so that there is now due and owing a payoff balance in the sum of \$19,326.40 as of January 23, 2001, plus interest and late charges which thereafter accrue. Upon failure to pay any installment when due, the entire balance of the Agreement is immediately due and payable and Plaintiff by reason of its Security Agreement is entitled to immediate possession of its security, all of which appears by reference to Exhibit "A".

6. Plaintiff has performed and complied with all conditions required of it under the Security Agreement.

7. On June 29, 2000 Plaintiff gave to Defendant the Notice of Default and Right to Cure Default as required under the Security Agreement and Section 623 of the Pennsylvania Motor Vehicle Sales Finance Act, 69 P.S. § 623 ("PMVSFA"). A copy of the notices mailed to Defendants are attached hereto as Exhibit "B".

8. Defendant to date has not cured the default as a result of which Plaintiff is entitled to commence this action and to immediate possession of its security.

9. Plaintiff further avers that the value of the property and the Plaintiff's interest therein will be adversely affected by the continued possession and use of the security by Defendant as he continues to occupy same without maintenance and subjecting same to rapid depreciation in the value of the Mobile Home.

10. According to the NADA Mobile Home Guide the present retail value of the Mobile Home is \$19,200.00.

11. Plaintiff further avers that Defendant, under the Security Agreement, agreed to pay Plaintiff's attorneys fees as allowed by law, PMVSFA, which are reasonable and actually incurred by Plaintiff in enforcing the Security Agreement. Plaintiff avers that under the circumstances, a reasonable attorneys' fee is \$4,000.00 to be adjusted either downward or upward to the amount actually incurred, depending on the course of this proceeding from this date forward to conclusion.

WHEREFORE, Plaintiff demands judgment of possession from Defendant of the Mobile Home covered by Plaintiff's Security Agreement, plus reasonable attorney fees as hereafter determined by the course of this proceedings.

GEISENBERGER & COOPER, P.C.

By: \_\_\_\_\_

Jacques H. Geisenberger, Jr.  
Attorney for Plaintiff  
Lower Level, 45 East Orange Street  
Lancaster, PA 17602-2846  
(717) 397-3500  
I.D. No. 06947

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA

Plaintiff

No.

vs.

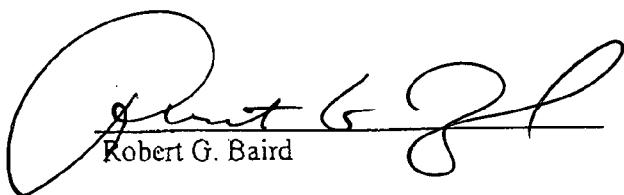
JEFFREY L. BUMBARGER

Defendant

VERIFICATION

Robert G. Baird, verifies that he is the Assistant Vice President of Chase Manhattan Bank USA NA, that he is authorized on behalf of the Plaintiff to make this Affidavit to the Complaint; that the facts of which he has personal knowledge are true and correct; that the remaining facts which he has obtained from others are true and correct to the best of his knowledge, information, and belief; and that this statement is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

Date: March 28, 2001



Robert G. Baird

**EXHIBIT A**

RETAIL INSTALLMENT CONTRACT, MANUFACTURED HOME SECURITY AGREEMENT  
AND DISCLOSURE STATEMENT

(This Contract Consists of Seven (7) Pages)

Buyer's(s') Name JEFFREY L. BUMPERGERAddress P.O. BOX 123 PITTSBURGH PA 15226  
(Number/Street) (City) (State) (Zip)

Co-Buyer's(s') Name \_\_\_\_\_

Address \_\_\_\_\_  
(Number/Street) (City) (State) (Zip)Seller's Name BLACKS HOMES SALESAddress RT 53 SUMMIT LANE OSCEOLA MILLS PA 16666  
(Number/Street) (City) (State) (Zip)

We, the undersigned Seller, hereby sell and you, the undersigned Buyer hereby purchase, subject to the terms and conditions hereinafter set forth, the following described manufactured home complete with furniture, appliances, attachments and equipment ("Collateral"). You hereby acknowledge delivery and acceptance of the Collateral in good and satisfactory condition.

Location of Collateral if other than Buyer's above address:

RR 1 Osceola Mills PA 16666  
(Number/Street) (City) (State) (Zip)

## DESCRIPTION OF MANUFACTURED HOME

New or Used NEW Manufacturer's Name CHAMPIONYear of Unit 1997 Manufacturer's Serial Number 01982457717Model Name & Model Number 846Unit Description: Length 70 Width 14 Color white

(X)	Item(s)	Serial Number	(X)	Item(s)	Serial Number
<input checked="" type="checkbox"/>	Air Conditioning		<input checked="" type="checkbox"/>	Awning(s)	
<input checked="" type="checkbox"/>	Refrigerator		<input checked="" type="checkbox"/>	Skirting	
<input checked="" type="checkbox"/>	Range		<input checked="" type="checkbox"/>	Other	
<input checked="" type="checkbox"/>	Washer		<input checked="" type="checkbox"/>	With Tools & Accessories	
<input checked="" type="checkbox"/>	Dryer				
<input checked="" type="checkbox"/>	Furniture				

Collateral Purchased for use primarily:  Personal, Family or Household  Business

Page 1 of 7

Form # PA 4043 March, 1998  
Pennsylvania Fed. Preempt Fixed Rate Simple Interest

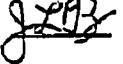
 Buyer's Initials

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including any accessories, services and taxes)	\$ <u>20,722.00</u> (1)
2. Total Down Payment (Line 2A plus 2B)	\$ <u>2,000.00</u> (2)
A. Net Trade-In Trade-In Information (Year/Make/Model)	\$ <u>0.00</u>
B. Cash Down Payment	\$ <u>2,000.00</u>
3. Unpaid Balance of Cash Price (Line 1 minus 2)	\$ <u>18,722.00</u> (3)
4. Prepaid Finance Charge (Financed)	\$ <u>9.00</u> (4)
5. Other Charges Including Amounts Paid to Others on Buyers' Behalf: (Total of Lines 5A through 5C)	\$ <u>269.50</u> (5)
A. Cost of Physical Damage Insurance Purchased through Seller and Paid to the Insurance Company Named Below -- Covering Damage to the Property	\$ <u>242.00</u> **
B. Cost of Optional Credit Insurance Paid to the Insurance Company(s) Named Below (Line B1 plus B2)	\$ <u>0.00</u> **
1. Life Insurance \$ <u>0.00</u>	
2. Disability, Accident & Health \$ <u>0.00</u>	
C. Official Fees Paid to Public Officers	\$ <u>0.00</u>
D. Taxes Not Included in Cash Price	\$ <u>0.00</u>
E. Government License and/or Registration Fees (Itemize)	\$ <u>0.00</u>
F. Government Certificate of Title Fees	\$ <u>27.50</u>
G. Other Charges (Seller must identify who will receive payment and describe purpose)	
1. to _____ for _____	\$ <u>0.00</u> **
2. to _____ for _____	\$ <u>0.00</u> **
6. Total Amount of Contract (Add Lines 3, 4 & 5)	\$ <u>19,000.50</u> (6)
7. Total Prepaid Finance Charges (Line 4 Plus Other Non-Financed Prepaid Finance Charges)	\$ <u>9.00</u> (7)
8. Amount Financed (Line 6 minus 7)	\$ <u>18,991.50</u> (8)

\*\* We may retain, or receive, a portion of these amounts.

Page 2 of 7

Form # PA-941 March, 1998  
Pennsylvania Fin. Preempt Fixed Rate Simple Interest

 Buyer's Initials

## PROMISE TO PAY

You, individually and together, promise to pay to us the Total Amount of Contract, shown above, together with finance charge on the unpaid balances (hereof from time to time, at the rate of 11.76 % per annum until the Total Amount of Contract and any other sums you may become obligated to pay pursuant to the provisions of this Contract are fully repaid. The Total Amount of Contract includes any Prepaid Finance Charges that we advance on your behalf. You will make payments according to the Payment Schedule shown below. The Payment Schedule assumes that each payment will be made exactly on the date due and in the amount scheduled. Accordingly, payments not made exactly according to the Payment Schedule may result in an increase or decrease in the total amount paid under the Contract. The final payment will equal the then remaining unpaid balance of the Contract, plus accrued and unpaid finance charge and other sums due hereunder, all as allowed by law. Prepaid Finance Charge, if any, shall be deemed fully earned by us when you execute this Contract.

To secure such payment, you give us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all acccessions to and proceeds of the Collateral. We hereby waive any other security interest or mortgage which would otherwise secure your obligations under this Contract except for the security interests and assignments granted by you in this Contract. You agree that the terms of this Contract are printed on pages one through seven (pages 1-7) of this document.

## TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE <small>The cost of Buyers' credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost Buyers.</small>	Amount Financed <small>The amount of credit provided to Buyers or on Buyers' behalf.</small>	Total of Payments <small>The amount Buyers will have paid after Buyers have made all payments as scheduled.</small>	Total Sale Price <small>The total sale of Buyers' purchase on credit, including Buyers' down payment of</small>
<u>11.76 %</u>	<u>\$21,506.70</u>	<u>\$ 18,991.50</u>	<u>\$ 40,498.20</u>	<u>\$ 42,499.20</u>

## Buyers' PAYMENT SCHEDULE will be:

Number of Payments	Amount of Payments	When Payments are Due
One Payment of	\$	
180 Payments of	\$ 224.99	Monthly, beginning <u>4-22 - 98</u>
One Final Payment of	\$	

Security: You are giving a security interest in the property being purchased

Other \_\_\_\_\_

Lien Filing Fees: \$ 27.50 e

Prepayment: If you pay off early, you will not have to pay a penalty.

Assumption: (This applies only if you give your principal dwelling as security and you are purchasing that dwelling under this Contract.) Someone buying your home may not, except under certain circumstances, be allowed to assume the remainder of this Contract on its original terms.

See the remainder of this Contract document for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. e means estimate

If you do not meet your contract obligations, you may lose the property that you bought with the credit extended to you under this Contract.

**INSURANCE**

If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

**Required Physical Damage Insurance:**

Physical damage insurance is required; but you may purchase it from anyone you want who is acceptable to us

**(CHECK ONE)**

1. You have elected to purchase the required and/or optional insurance through the Seller. The cost of this insurance is shown in SA of the itemization above. This insurance is described as follows:

Insurance Company: \_\_\_\_\_ Term: 12 months

Property Insurance, including personal effects coverage of \$ 0.00

\$ 0.00 Deductible Comprehensive including Fire, Theft and Combined Additional coverage

2. You have purchased, or will obtain, required coverage through:

Insurance Company or Agent: \_\_\_\_\_

**Insurance (Optional):** Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

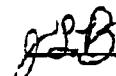
Type	Premium	Term	Signature(s)
Credit Life	\$ <u>0.00</u>		I want credit life insurance.
Joint Credit Life	\$ <u>0.00</u>		We want joint credit life insurance.
Credit Disability	\$ <u>0.00</u>		I want credit disability insurance.
Credit Life & Disability	\$ <u>0.00</u>		I want credit life and disability insurance.
Joint Credit Life & Disability	\$ <u>0.00</u>		We want joint disability insurance

**CREDIT LIFE AND DISABILITY INSURANCE:** If Buyers elect credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ 0.00. Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ 0.00. Insurance Company: \_\_\_\_\_ Credit Life Insurance may not cover the entire balance of this obligation at the time of death if the original coverage selected is for a term or for an amount which is less than the term or the amount of the credit. Credit Disability Insurance may not cover the entire period of disability if the period of disability exceeds the term of coverage.

**THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY. SELLER WILL APPLY FOR COVERAGES CHECKED ABOVE ON BEHALF OF BUYER.**

**OTHER IMPORTANT AGREEMENTS**

1. **Ownership and Risk of Loss:** You agree to pay us all that you owe under this Contract even if the property is damaged, destroyed or missing. You agree not to transfer, or remove the Collateral from its location as specified above without our written permission. You agree not to expose the Collateral to misuse or confiscation. You agree to maintain the Collateral and keep it in good repair. You agree to not allow the Collateral to deteriorate in condition or value beyond normal wear and tear. You agree to not permit or allow any lien or encumbrance on the Collateral other than that granted to us. You agree to not use the Collateral or any part thereof in violation of

 Buyer's Initials

state, federal or municipal law or ordinance. If we pay any repair bills, storage bills, taxes, fines, or other charges on the Collateral, you agree to repay the amount when we ask for it. You agree to pay finance charges on the unpaid portions of such amount at the per annum rate shown above.

2. You agree to comply with all registration, licensing, tax and title laws applicable to the Collateral. You will pay, when due, all taxes and government assessments at any time levied on, due for, or which attach to the Collateral after its delivery to you. You agree that the Collateral, wherever placed, shall remain personal property. The Collateral shall not become part of the real estate. You agree to execute all documentation necessary to perfect our security interest in the Collateral. If you apply for a certificate of title for any item of Collateral, you will have our lien noted thereon. You will, if allowed by law, deliver or cause the certificate of title to be delivered to us. You may not rent the Collateral. You may not sell, assign, lease or otherwise dispose of it, or any interest in it. You may not consign it without our prior written consent. You may not allow any lien on or grant any security interest in the Collateral other than ours.
3. **Security Interest:** You give us a purchase money security interest in the property being purchased (Collateral). The security interest covers all proceeds of the Collateral. It also covers any accessories, equipment and replacement parts installed in the Collateral. It also covers insurance premiums and charge for service contracts returned to us and proceeds of any insurance policies or service contract on the property. It also covers proceeds of any insurance policies on the life or health of Buyers financed in this Contract. This secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension or assignment of this Contract. It also secures other agreements made by you in this Contract. You waive, with respect to the Collateral, but only to the extent allowed by law, all benefit of valuation, appraisal, and homestead or other exemption laws now in force or hereafter enacted. This waiver includes stay of execution and condemnation.
4. **PREPAYMENT: YOU CAN PREPAY THIS DEBT IN FULL OR IN PART WITHOUT PENALTY.** Accrued charges to date of prepayment must be paid at the time of prepayment. Prepaid Finance Charge, if any, will not be subject to refund or rebate if you prepay this Contract in full or in part.
5. **Insurance:** You agree to obtain at your own expense and to keep in force insurance on the Collateral against loss by fire, theft, flood, comprehensive, collision and damage. You agree to insure the Collateral against other hazards as appropriate and reasonable in relation to the character and value of the Collateral. The insurance shall be for such amounts and periods by an insurer that you choose subject to our approval. If you choose, we will obtain property insurance for you at the premium shown above.
6. Whether the insurance is provided by you or by us, you agree to pay all premiums when due and payable. If you elect to provide this insurance, you shall deliver to us a fully paid up policy within five (5) days from the date of this Contract. The policy must contain a loss payable clause in favor of us. If any policy required hereunder is later canceled or expires, you shall immediately furnish to us a fully paid replacement policy suitable to us. If you fail to obtain the insurance or pay the premiums, we are authorized, at our sole option, to obtain or renew insurance coverage we believe necessary, as allowed by law. If we exercise this contractual right, the insurance policy will be placed by an affiliated insurance agency which may realize a financial benefit from the transaction. We are authorized to pay the premiums for you on any insurance we purchase or renew for you.
7. You agree that any insurance we obtain may cover your interests and our interests, or may cover only our interests. It may at our sole option insure against loss in amounts equal to the unpaid amount due under this Contract, all as allowed by law. If we pay to obtain or renew insurance coverage for the Collateral, we will, within a reasonable time after advancing such sums, notify you of the amount advanced. The notice will also contain the required terms of repayment of the premium and describe the insurance purchased, including the type and amount of coverages.
8. You promise to repay the full cost of any insurance so purchased upon demand or upon such other terms as we, in our sole discretion, determine. We may show the amount of any such insurance premium we pay as part of the total outstanding balance under this Contract. Even if such insurance premium is shown as part of the total outstanding balance, we may continue to demand immediate full repayment or payment upon such other terms as we, in our sole discretion, determine. The Collateral shall secure the repayment of premiums for any insurance purchased by us pursuant to this paragraph. The unpaid portion(s) of any insurance premium paid by or advanced by us shall accrue finance charge from time to time at the per annum rate shown above. If we do not obtain the replacement insurance, none of our rights and remedies under this Contract will be prejudiced.
9. To enable us to exercise our option under the above circumstances to insure or renew coverage, you grant us the right to use or disclose any and all information we deem relevant to acquiring replacement insurance coverage. You assign to us all amounts in payment of insurance losses. We may apply such amounts, at our option, to your debt hereunder, to repair, replace or restore the Collateral, or both. Any excess after such application shall be returned to you. To implement this assignment, you appoint us as your Attorney-in-Fact to: (a) accept refunds of unearned insurance premiums; (b) make all adjustments for loss; (c) accept proceeds of settlement on claims made on said insurance policies; and (d) sign your name upon any checks, drafts, and documents required in connection with any loss or refund.
10. This Contract may contain charges for optional insurance or service contracts. If the property is repossessed, you agree that we may claim benefits under these contracts and terminate them to obtain refunds of unearned charges.
11. If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance which covers only our interest in the property. Any refund on optional insurance or service contracts obtained by us will be credited to your account. Credits to your account will be applied to as many of your installments as they will cover, beginning with the final installment. You will be notified of what is done.
12. **Timing of the Payment:** You understand that all required payments must be made on the day due.
13. **Exercising Our Rights:** If you remit payments which are less in amount than required by this Contract, our acceptance of same shall not constitute a new Contract, either expressed or implied. Acceptance of such reduced payment shall not waive the original terms of this Contract. Our acceptance of any payment after it is due shall not constitute a waiver of any of the original terms of this Contract. Our waiver of an event of default on one occasion shall not constitute a waiver of future instances of the same event of default.

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waives of one event of default shall not constitute a waiver of other events of default at the same time. We may delay enforcing any of our rights under this Contract without waiving or losing them. We may waive a right against a buyer, or release a buyer, without waiving the same or any other right against, or releasing, any other buyer.

14. **Default:** You are in default of your obligations under this Contract if any of the following events or conditions occur: (a) you fail to pay any installment when due, or you fail to perform any of your other obligations under this Contract; (b) any warranty, representation or statement you made or caused to be made is false or breached; (c) the Collateral is lost, stolen, damaged, destroyed, suffers a substantial reduction in value as a result of casualty, or is sold or encumbered, or it is levied on, seized or attached; (d) you are unable to pay your debts as they become due, you become insolvent, a receiver is appointed for you, you assign property for the benefit of creditors, a proceeding under any bankruptcy or insolvency law is begun against you; (e) you die (or a partner dies if you are a partnership); (f) if you are a corporation or partnership, the corporation or partnership dissolves, merges, consolidates or transfers a substantial portion of its property; (g) you break any promise or breach any provision contained in this Contract.

15. **Notice of Right to Cure Default:** If you default, we will provide you with at least 30 days prior notice of our intent to accelerate the maturity of the Contract, repossess the Collateral, or commence any legal action to recover under the Contract. This notice will be sent by certified or registered mail to the address where the Collateral is located. If you violate any terms or provisions of this Contract, we will also send you this notice. The notice will advise you of the action we intend to take at the end of the 30 day notice period. It will also contain a statement of your right to cure the default at any time before we transfer title to the Collateral. This cure period will be at least 45 days from the date you received this notice. You are not entitled to this notice if you abandon the property or surrender it to us. You are not entitled to this notice and right to cure default more than three (3) times in any calendar year. If you cure a default in payment due, you will be restored to the same position as if that default had not occurred.

16. In order to cure you must tender in cash, certified check or cashier's check the amounts shown in the notice. If legal action was commenced, it must include any actual and reasonable attorney's fees as allowed by law. It must include any actual and reasonable costs we incur in detaching and transporting the Collateral to the site of sale. In addition, you must also perform any other obligation required under this Contract as described in the notice.

17. **Demand for Full Payment and Additional Remedies on Default:** ALL THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE APPLICABLE NOTICE AND RIGHT TO CURE DEFAULT PROVISIONS CONTAINED IN THIS CONTRACT AND UNDER APPLICABLE STATE AND FEDERAL LAW. If you default, we may, subject to your unexpired right to cure, if any, require that you immediately pay the entire unpaid balance together with accrued and unpaid finance charge to the date of payment in full. We may also require that you pay any other unpaid sums due under this Contract. If you default, upon our request you agree to assemble the Collateral and make it available to us at a place we designate. That place must be reasonably convenient to us and to you.

18. If you default, we will also have all the rights and remedies of a secured creditor under the Pennsylvania Uniform Commercial Code and the Pennsylvania Motor Vehicle Sales Finance Act. Those rights and remedies include, but are not limited to, the right to peaceably repossess and sell the Collateral, at public or private sale, as allowed by applicable law. We will give you reasonable notice of the time and place of any sale. Such notification is reasonable if delivered personally, or sent by registered mail or recipient certified mail directed to you at your last-known address ten (10) days prior to the date on or after which such sale will occur. We may purchase the Collateral any public sale.

19. We will apply the proceeds of any sale of the Collateral, as allowed by law. We will first apply the proceeds to our actual and reasonable out-of-pocket expenses of retaking, holding, preparing for sale and selling the Collateral. If legal action was commenced, we will then apply the remaining proceeds to our actual and reasonable attorney's fees paid to a lawyer who is not our salaried employee. We will then apply any remaining proceeds to the unpaid balance due under this Contract. You may be liable for any remaining amount if allowed under applicable law. That amount is called a deficiency balance. Any deficiency balance will be computed as required by applicable law. You promise to pay any such allowable deficiency balance upon demand.

20. We may take possession of any personal effects in or upon the Collateral at the time of retaking. We will give you written notice, at your last known address, via regular mail, of the acquisition of any personal effects. If you do not claim them within 30 days after notice is mailed, we may retain them subject to your rights. We may then sell or otherwise dispose of them in a reasonable manner, all as allowed by law. We will distribute any proceeds of each disposition according to applicable law.

21. **Getting the Collateral Back After Repossession:** If we repossess the Collateral and you are not entitled to a notice and right to cure your default, you may still redeem the Collateral (get it back). Even if you are not entitled to cure, we will hold the Collateral for at least 15 days from the date of repossession. If you are not entitled to cure your default, you may redeem the Collateral during the 15 day period and at any time prior to the date on which we enter into a contract to sell it. In order to redeem the Collateral as allowed under this paragraph, you must pay the entire amount you owe on the Contract (not just the past due payments). If your default at the time of repossession exceeded 15 days, you must also pay the expenses we incur in re-taking, repairing and storing the Collateral.

22. **Additional Provisions:** You represent that the allowance shown for the property traded in is a good faith statement of its actual value. You represent that no other extension of credit exists or is to be made to you in connection with the purchase of the Collateral. You warrant that any property traded in is free from any encumbrance. Breach of these warranties shall be a breach of this Contract. Upon notice of assignment, payment to anyone other than the assignee is at your risk. Subject to this limitation, Seller shall not be agent of the assignee for transmission of payments or for any other purpose.

23. **Changes to this Contract:** Any change in terms of this Contract must be in writing and signed by the Seller. No oral changes are binding.

24. **Interpretation of Agreement:** In this Contract the words "you," "your" and "yours" mean each and all of those who sign this Contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words "we," "us" and "our" mean the Seller shown above, and if this Contract is assigned, its successors and assigns and any other holder of this Contract. You agree that all terms of your agreement with us are contained in this written document. If any provision of this Contract is declared invalid or is

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Form # PA 4453 March 1998

Pennsylvania Fed. Preempt Fixed Rate Simple Interest


 Buyer's Initials

~~prohibited by applicable law, it shall be ineffective to the extent of such declaration or prohibition without affecting any other provisions of this Contract. All other provisions shall remain enforceable. Paragraph headings are for convenience only. They shall not be used in the interpretation of this Contract.~~

25. **Governing Law:** This Contract has been delivered in the State of Seller's place of business. It will be governed by the laws of that State and applicable federal law.

26. **Information Sharing:** You consent that we and our family of companies may share information from and about you and your accounts with each other and with others, including information that may be used to offer banking, insurance and investment products to you, except to the extent that you instruct us otherwise in accordance with our Fair Credit Reporting Act Disclosures. More details regarding our rights to share information will be provided to you after the closing of this transaction.

27. **Credit Reporting:** We may obtain consumer credit reports periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. We or any affiliate of ours may obtain one or more consumer credit reports on you from time to time for any legitimate business purpose. If you ask, you will be told whether a credit report was requested, and if so, the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify your employment, pay, assets and debts. You agree that anyone receiving a copy of this is authorized to provide us with such information.

28. **Warranties Seller Disclaims:** Buyer agrees that Seller makes no express warranties on the Collateral. Buyer further agrees that Seller makes no implied warranties of merchantability or fitness on the Collateral, unless required by law, and then only for the period of time set by law. Any statement as to model year of the Collateral is for identification purposes only and is not a warranty or representation. This provision does not affect any warranties covering the Collateral which may be provided by the manufacturer of the Collateral.

**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.**

**NOTICE TO THE 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.**

Executed by the parties this 26 day of March, 1998  
 (Month) (Year)

Black's Home Sales X Jeffery L. Bumbarger (SEAL)  
 (Name of Dealer-Seller) (Buyer)

xx Dennis J. Hines Jr. X (SEAL)  
 (Signature of Representative) (Co-Buyer)

Each Buyer acknowledges the he/she is signing and initialing only one (1) original of this Contract, that the original Contract will be in the possession of the Seller or the Seller's assignee, and that the initial assignee will be Chase Manhattan Bank USA, N.A.

X Jeffery L. Bumbarger X (Signature of Co-Buyer)

The Buyer hereby acknowledges that he has received from the Seller a true copy of this foregoing document with all blanks suitably filled, and that such a copy was delivered to him by the Seller at the time of the execution thereof.

In consideration of granting this credit to the Buyer named above, and not for purposes of being obligated hereunder, the undersigned hereby grants to the Seller a security interest in the Collateral described herein and all proceeds thereof, in accordance with all of the terms and conditions of this Retail Installment Contract.

xx (Witness) X (Date)

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## SELLER'S ASSIGNMENT AND WARRANTY

FOR VALUE RECEIVED, the undersigned ("Seller") does hereby sell and assign on this date: 2-26-98Block's Home Sales

(FULL CORPORATE NAME)

745 Old Rt 22 Duncansville, PA 16635

(FULL CORPORATE ADDRESS)

("Assignee") all right, title and interest in and to the attached Contract ("Contract") and the property covered thereby and authorizes Assignee to perform all acts necessary to collect and discharge the obligation, including the right to endorse any check or draft payable to Seller in connection with this obligation. Seller shall have no authority without Assignee's prior written consent to (i) accept collections or receipts, (ii) consent to the return of the property or equipment or (iii) modify the terms of the Contract. The following provisions as checked apply to this assignment.

**WITHOUT RECOURSE** -- [Note: This section applies automatically. If either the section captioned "WITH RECOURSE" or "REPURCHASE AGREEMENT" is checked, that checked section also applies.] This assignment is made WITHOUT RECOURSE in all respects except as to the following warranties and representations made by Seller: 1. That the Contract is a bona fide contract, was actually executed by the person(s) named therein as Buyer, is the only such contract signed by Buyer, and that original Contract has been delivered to Assignee; 2. That Buyer was of legal age and competent to execute the Contract at the time of its execution; 3. That the property that is the subject of the Contract is truly and accurately described in the Contract; 4. That Seller has full and complete title to the property, subject only to the rights of Buyer that exist by virtue of the Contract; 5. That the property as described in the Contract has been delivered into the possession of Buyer or into Buyer's constructive possession pursuant to Assignee's requirements under its deferred delivery and storage program; 6. That the property has not been previously titled if described as new, but used for hire; 7. That the Contract arose from the sale of the property described in the Contract; 8. That the amount recited in the Contract as having been received upon the execution of the Contract as part of the purchase price was actually paid in cash and/or by property received in trade, at no more than its actual cash value and that no portion of the down payment has been loaned by Seller to Buyer; 9. That application has been made for Certificate of Title or other ownership documents in the name of Buyer with the Contract noted as a lien thereon, which Certificate or ownership document Seller will deliver or cause to be delivered to Assignee; 10. That Seller has no knowledge of any facts that would impair the validity of the Contract or render it valueless or less valuable; 11. That Seller does not know of or have any reason to know that there is or that there is to be any extension of credit to Buyer in connection with the purchase of the security covered by the Contract other than those recited in the Contract; 12. That there are not recoupments, counterclaims or set-offs on the part of Buyer against Seller; 13. That Seller has not modified any preprinted (or preformatted on disk or otherwise) portions of the form Contract; 14. That the Contract as executed by Buyer and the Seller's performance with respect to the origination of the Contract comply with all applicable statutes and regulations, including, without limitation, the Truth-in-Lending Act ("TILA"), the Equal Credit Opportunity Act ("ECOA"), the Fair Credit Reporting Act ("FCRA") and applicable fair lending laws; 15. That Seller has complied with Assignee's procedures with regard to TILA, ECOA and FCRA; 16. That Seller has complied with its Retailer or other Dealer Agreement, as that agreement may have been amended from time to time, applicable to Seller's relationship with Assignee. If any of these warranties are untrue or are breached, regardless of Seller's or Assignee's knowledge or lack of knowledge thereof or Assignee's reliance thereon, Seller unconditionally agrees to repurchase the Contract for the then unpaid balance, and will indemnify and hold Assignee harmless from all losses, expenses, claims and damages, including reasonable attorney's fees, which Assignee may incur as a result of such untruth or breach. In addition and notwithstanding the foregoing, Seller will reimburse Assignee for any loss or out-of-pocket expense sustained by Assignee because of set off or recovery, judicial or otherwise made against or agreed to by Assignee as a result of any claim or defense Buyer may have against Seller or manufacturer of the property that is the subject matter of the Contract. Seller will advance, upon Assignee's request, all payments due but withheld during the pendency of any such claim, defense or dispute. Seller has made no representations or warranties to Buyer that are not contained in the Contract and Seller has complied with all applicable federal and state laws and administrative regulations in connection with the Contract.

**WITH RECOURSE** -- Seller GUARANTEES the Contract and the property described in the Contract subject only to the rights of the Buyer set forth in the Contract. Seller guarantees payment of all amounts due and to become due by the terms of the Contract, and all costs, including reasonable attorney's fees incurred in collecting the money or attempting the collection thereof or the enforcement of any rights under the Contract, under this GUARANTY. Seller will reimburse Assignee for any loss or out-of-pocket expense sustained by it because of set off or recovery, judicial or otherwise made against or agreed to by Assignee after affording Seller an opportunity to satisfy the complaint as a result of any claim or defense Buyer may have against Seller or manufacturer. Seller consents that extension as to the time of payment may be made to the Buyer, either before or after maturity, and waives all statutes of limitations. Seller waives notice of non-payment and non-performance.

**REPURCHASE AGREEMENT** -- The Seller agrees that if the Buyer fails to pay any installment of the Contract when due, the Seller if called upon to do so, will either purchase the property described in the Contract in its then condition and pay to the Assignee, upon delivery of the property to it, an amount equal to the entire unpaid balance of the Contract, or pay the Assignee, on demand \$\_\_\_\_\_.

In addition and notwithstanding the foregoing, whether this assignment is made "Without Recourse," "With Recourse," or as a "Repurchase Agreement," Seller will indemnify and hold Assignee harmless from all losses, expenses, claims and damages, including reasonable attorney's fees, which Assignee may incur as a result of an untruth or a breach of any of Seller's warranties and representations as set forth in I - 16 above, regardless of Seller's or Assignee's knowledge or lack of knowledge thereof or Assignee's reliance thereon.

SELLER Block's Home Sales BY Deanne J. Shanahan  
(Corporate Firm or Trade Name of Retailer) (Owner, Officer or Firm Member)

## COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF TITLE FOR A VEHICLE

7,432

981170019000176-001

07588867737  
VEHICLE IDENTIFICATION NUMBER97 | CHAMP  
YEAR | MAKE OF VEHICLE52020083801 BU  
TITLE NUMBERMH | 0 | 0  
BODY TYPE | DUP | SEAT CAP

PRIOR TITLE STATE

5/22/98 | EXEMPT  
ODOM. PROCD. DATE | ODOM. MILES

ODOM. STATUS

5/22/98 | 5/22/98  
DATE PA TITLED | DATE OF ISSUE

UNLADEN WEIGHT

GVMR

GWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)  
JEFFREY L BUMBARGER  
RTE 970  
RR 3, LOT 6  
OSCEOLA MILLS PA 166661ST LIEN PAYOR OF  
CHASE MANHATTAN BANK  
USA NA1ST LIEN RELEASED  
DATE  
BY AUTHORIZED REPRESENTATIVE  
MAILING ADDRESS

2ND LIEN PAYOR OF

2ND LIEN RELEASED  
DATE  
BY AUTHORIZED REPRESENTATIVE

ODOMETER STATUS	
<input type="checkbox"/> ACTUAL MILEAGE <input type="checkbox"/> MILEAGE EXCEEDS THE MECHANICAL <input type="checkbox"/> <del>100,000</del> <input type="checkbox"/> NOT THE ACTUAL MILEAGE <input type="checkbox"/> NOT THE ACTUAL MILEAGE-ODOMETER <input type="checkbox"/> TAMPERED VERIFIED <input type="checkbox"/> EXEMPT FROM ODOMETER DISCLOSURE	
TITLE BRANDS	
<input type="checkbox"/> ANTIQUE VEHICLE <input type="checkbox"/> CLASSIC VEHICLE <input type="checkbox"/> COLLECTIBLE VEHICLE <input type="checkbox"/> OUT OF COUNTRY <input type="checkbox"/> ORIGINALLY IMPORTED FOR PERSONAL <input type="checkbox"/> DISTRIBUTION <input type="checkbox"/> AGRICULTURAL VEHICLE <input type="checkbox"/> LOGGING VEHICLE <input type="checkbox"/> IS WAS A POLICE VEHICLE <input type="checkbox"/> RECONSTRUCTED <input type="checkbox"/> STREET ROD <input type="checkbox"/> RECOVERED THFT VEHICLE <input type="checkbox"/> VEHICLE CONTAINS REISSUED VIN <input type="checkbox"/> FLOOD VEHICLE <input type="checkbox"/> IS WAS A TAXI	

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

CHASE MANHATTAN BANK  
USA NA  
7670 CHIPPEWA RD  
STE 494  
BRECKSVILLE OH 44141

BRADLEY L MALLORY

Secretary of Transportation

## D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN  
TO BEFORE ME ON: 10 NOV 1998 DAY 1998 YEARTO BE COMPLETED BY EACH OWNER WHEN VEHICLE IS SOLD AND THE  
APPLICANT RETAINS THE TITLE. PLEASE USE INK OR TYPE.

THIS FORM IS REVISED 10-1-97. PLEASE USE THIS EDITION.

When applying for title with a co-owner, other than your spouse, check one of  
these boxes. If no box is checked, title will be issued as "Tenants in Common".  
A  Joint Tenants with Right of Survivorship (on death of one owner, title goes  
to the surviving owner).  
B  Tenants in Common (on death of one owner, interest of deceased owner  
goes to his or her heirs or estate).

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF: SEAL1ST LIEN DATE:  IF NO LIEN, CHECK 

1ST LIENHOLDER

STREET:

CITY:

STATE: ZIP:

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:  IF NO LIEN, CHECK 

2ND LIENHOLDER

STREET:

CITY:

STATE: ZIP:

FINANCIAL INSTITUTION NUMBER

I, the undersigned, hereby make 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/TITLE OF AUTHORIZED SIGNER

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

877741100100489481

**EXHIBIT B**



JEFFREY L BUMBARGER  
RR 1 BOX 578 T-6  
OSCELOA MILLS , PA 16666

JUNE 29 2000

**NOTICE OF DEFAULT AND RIGHT TO CURE DEFAULT**

Name, Address, and Telephone of Creditor: Chase c/o Chase Manhattan Mortgage Corp., 250 West Huron, Cleveland, Ohio 44113. 216-479-2500.

Account Number: 00001100489481  
Brief identification of credit transaction: Retail Contract or note secured by a manufactured home.

You are now in default on this credit transaction. You have a right to correct this default within thirty (30) days of the postmarked date of this notice. If you correct the default, you may continue with the contract as though you did not default. Your default consists of: Failure to make payments as agreed.

Cure of default: Within thirty (30) days of the postmarked date of this notice, you may cure the default by paying: The past due amount of \$ 472.00 which includes \$ 0.00 in late fees.

Creditor's rights: If you do not correct your default in the time allowed, we may exercise our rights against you under the law which include: Repossessing or foreclosing on the collateral, including all furniture, appliances, and equipment (and real estate, if any) in which we have a security interest, taking a judgment against you, accelerating your loan, filing suit, and any other remedies available to us under applicable laws.

If you have any questions, write Chase Manhattan Mortgage Corporation at the above address or call 800-243-8979 between the hours of 8:00 AM and 9:00 PM Monday through Thursday, 8:00 AM through 5:00 PM Friday, or 8:00 AM to 1:00 PM Saturday.

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.

Chase Manhattan Mortgage Corporation  
Affiliate of: The Chase Manhattan Bank  
Chase Manhattan Bank USA, N.A.  
Other Subsidiaries of the Chase Manhattan Corporation

JANELL HALL

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

FILED  
APR 15 2008  
10:50 AM  
2008  
William A. Shaw  
Prothonotary  
1 cc Atty  
1 cc Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA  
Plaintiff

vs.

No: 01-490-cd

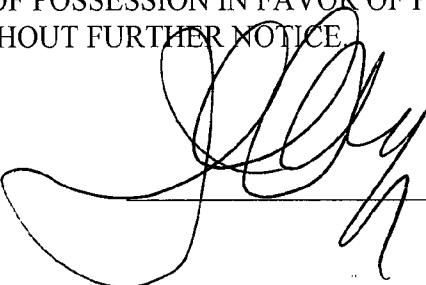
JEFFREY L. BUMBARGER  
Defendant

**RULE**

To: Jeffrey L. Bumberger, Defendant, RR 1 Box 578 T-6, Osceola Mills, Pennsylvania 16666.

You are hereby notified that a Rule is hereby entered upon you to file a written response to Plaintiff's Complaint in the above matter on or before Twenty (20) days after the date of service of this Rule upon you. If you do not file a written response to the Complaint within this time, A JUDGMENT OF POSSESSION IN FAVOR OF PLAINTIFF MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE.

Dated: June 6, 2001



J.

Attest:

**FILED**

JUN 07 2001

William A. Shaw  
Prothonotary

**FILED**

JUN 07 2001  
019-2412cc  
William A. Shaw  
Prothonotary

*J. L. Jusemberg*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA  
Plaintiff

vs.

No: 01-490-cd

JEFFREY L. BUMBARGER  
Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that I am this day serving a true and correct copy of Plaintiff's Motion for Entry of Default Judgment upon the persons and in the manner indicated below, which service satisfies the requirement of Pa. R.C.P. Section 440:

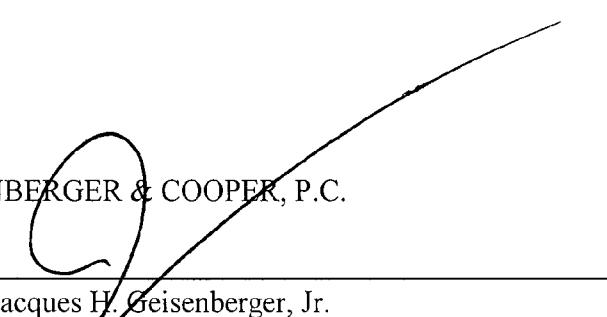
Service by First Class Mail  
Addressed as Follows:

Jeffrey L. Bumbarger  
RR 1 Box 578 T-6  
Osceola Mills, PA 16666

Dave McHolick, Court Administrator  
OFFICE OF THE COURT  
ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830

Date: June 12, 2001

GEISENBERGER & COOPER, P.C.

By: 

Jacques H. Geisenberger, Jr.  
Attorney for Plaintiff  
Lower Level, 45 East Orange Street  
Lancaster, PA 17602-2846  
(717) 397-3500  
I.D. No. 06947

**FILED**

JUN 14 2001  
M 11:15 pm\hcc  
William A. Shaw  
Prothonotary 

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

Sheriff Docket # 10872

CHASE MANHATTAN BANK USA, NA

01-490-CD

VS.

BUMBARGER, JEFFREY L.

**COMPLAINT**

**SHERIFF RETURNS**

**NOW APRIL 10, 2001 AT 10:30 AM DST SERVED THE WITHIN COMPLAINT  
ON JEFFREY L. BUMBARGER, DEFENDANT AT RESIDENCE, RR# 1, BOX 578  
T46, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
JEFFREY L. BUMBARGER A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO**

---

**Return Costs**

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

**FILED**

APR 11 2001  
011110 AM  
William A. Shaw  
Prothonotary

Sworn to Before Me This

11th day of April 2001  
Chester A. Hawkins

So Answers,

Chester A. Hawkins  
by Manly Hause  
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  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA

Plaintiff

vs.

No. 01-490-CD

JEFFREY L. BUMBARGER

Defendant

**ORDER**

AND NOW, to wit, July 24, 2001, upon consideration of Chase Manhattan Bank USA NA's, Motion for Entry of Default Judgment, the allegations contained therein, an examination of the pleadings and docket entries which are incorporated herein by reference, Pa.R.C.P. No. 237.1 concerning Notice having been complied with,, the Court herewith determines that Plaintiff has the immediate right to recover possession of the 1987 Champion Mobile Home ("Mobile Home"), and upon Motion of Plaintiff's Counsel, Geisenberger & Cooper, P.C., it is ORDERED:

A. That the Prothonotary is directed to enter Judgment of Possession in favor of Plaintiff, CHASE MANHATTAN BANK USA NA and against Defendant, Jeffrey L. Bumbarger, for property described as a 1987 Mobile Home ("Mobile Home") situate at RR 1 Box 578 T-6, Osceola Mills, Pennsylvania 16666.

B. That determination of issue(s) concerning money value of the Mobile Home, and/or the amount of any special damages sustained by reason of the entry of this Order are reserved to some later date

BY THE COURT

ATTEST:

cc: Jacques H. Geisenberger, Jr., Esq.  
Jeffrey L. Bumberger

**FILED**

111 25 2001

William A. Shaw  
Prothonotary 73163 CCP/16

FILED

ML 25 2001

019,0713cc atty Rosenberg  
William A. Shaw  
Prothonotary

*key*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA  
Plaintiff

vs.

No: 01-490-cd

JEFFREY L. BUMBARGER  
Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that I am this day serving a true and correct copy of the Order dated July 24 and filed on July 25, 2001 upon the persons and in the manner indicated below, which service satisfies the requirement of Pa. R.C.P. Section 440:

Service by First Class Mail  
Addressed as Follows:

Jeffrey L. Bumbarger  
RR 1 Box 578 T-6  
Osceola Mills, PA 16666

Date: July 27, 2001

GEISENBERGER & COOPER, P.C.

By: 

Jacques H. Geisenberger, Jr.  
Attorney for Plaintiff  
Lower Level, 45 East Orange Street  
Lancaster, PA 17602-2846  
(717) 397-3500  
I.D. No. 06947

**FILED**

JUL 30 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA  
Plaintiff

vs.

No. 01-490-CD

JEFFREY L. BUMBARGER  
Defendant

**PRAECIPE FOR WRIT OF POSSESSION**

TO THE PROTHONOTARY:

Issue a Writ of Possession in the above-captioned matter, directed to the Sheriff of Clearfield County, for possession of property described as a 1987 Champion Mobile Home ("Mobile Home") situate RR 1 Box 578 T-6, Osceola Mills, Pennsylvania 16666, or from the person(s) in possession of said property.

July 25, 2001

GEISENBERGER & COOPER, P.C.

By:

Jacques H. Geisenberger, Jr.  
Attorney for Plaintiff  
Lower Level, 45 East Orange Street  
Lancaster, PA 17602-2846  
(717) 397-3500  
I.D. No. 06947

**FILED**

JUL 31 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA  
Plaintiff

vs.

No. 01-490-CD

JEFFREY L. BUMBARGER  
Defendant

***WRIT OF POSSESSION***

Commonwealth of Pennsylvania )  
County of Clearfield )

To the Sheriff of Said County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of property described as a 1987 Champion Mobile Home ("Mobile Home") situate RR 1 Box 578 T-6, Osceola Mills, Pennsylvania 16666, or from the person(s) in possession of said property to Plaintiff, Chase Manhattan Bank USA NA.

(2) To satisfy the costs against Jeffrey L. Bumbarger, you are directed to levy upon any property of Defendant, Jeffrey L. Bumbarger, and sell his interest therein.

Date

July 31, 2001

SEAL  
OF  
THE  
COURT

William Shaw  
PROTHONOTARY

  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHASE MANHATTAN BANK USA NA  
Plaintiff

vs.

No. 01-490-CD

JEFFREY L. BUMBARGER  
Defendant

***WRIT OF POSSESSION***

Commonwealth of Pennsylvania )  
County of Clearfield )

To the Sheriff of Said County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of property described as a 1987 Champion Mobile Home ("Mobile Home") situate RR 1 Box 578 T-6, Osceola Mills, Pennsylvania 16666, or from the person(s) in possession of said property to Plaintiff, Chase Manhattan Bank USA NA.

(2) To satisfy the costs against Jeffrey L. Bumbarger, you are directed to levy upon any property of Defendant, Jeffrey L. Bumbarger, and sell his interest therein.

Date

July 31, 2001

William Shaw  
PROTHONOTARY

  
Deputy

SEAL  
OF  
THE  
COURT

RECEIVED JUL 31 2001  
@ 2:55 AM  
Chester A. Hawkins  
by Margaret N. Pott

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11363

CHASE MANHATTAN BANK USA NA

01-490-CD

VS.

BUMBARGER, JEFFREY L.

WRIT OF POSSESSION

SHERIFF RETURNS

NOW, AUGUST 30, 2001, AT 11:20 AM O'CLOCK SERVED WRIT OF POSSESSION  
ON JEFFREY L. BUMBARGER, DEFENDANT, AT HIS PLACE OF RESIDENCE,  
RR #1, BOX 578 T-6, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA,  
BY HANDING TO JEFFREY L. BUMBARGER, DEFENDANT, A TREU AND  
ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN  
TO HIM THE CONTENTS THEREOF.

NOW, APRIL 17, 2002, RETURN WRIT AS BEING SERVED, PAID COSTS FROM  
ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$38.80  
SURCHARGE \$10.00  
PAID BY ATTORNEY

FILED

013:40 AM  
APR 17 2002

William A. Shaw  
Prothonotary

Sworn to Before Me This

15<sup>th</sup> Day Of April 2002  
William A. Shaw

Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

by Margaret N. Pitt  
Chester Hawkins

Chester A. Hawkins  
Sheriff