

01-721-CD  
GREENPOINT CREDIT, LLC et al -vs- EDITH A. YOUNG et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC as servicing  
agent for BankAmerica Housing  
Services, a Division of Bank  
America, FSB,

Plaintiff,

v.

Edith A. Young,  
Arthur Williams and Carla Williams,

Defendants.

CIVIL DIVISION

No. 01-721-CD

Complaint in Civil Action - Replevin

Filed on behalf of: GreenPoint  
Credit, LLC as servicing agent for  
BankAmerica Housing Services, a  
Division of Bank America, FSB

Counsel of Record for this Party:

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

FILED

MAY 14 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC as servicing	)	CIVIL DIVISION
agent for BankAmerica Housing	)	
Services, a Division of Bank	)	No.
America, FSB,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Edith A. Young,	)	
Arthur Williams and Carla Williams,	)	
	)	
Defendants.		

NOTICE

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC as servicing agent for BankAmerica Housing Services, a Division of Bank America, FSB,	)	CIVIL DIVISION
	)	
	)	No.
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Edith A. Young,	)	
Arthur Williams and Carla Williams,	)	
	)	
Defendants.		

**COMPLAINT**

**COUNT I - REPLEVIN**

AND NOW comes GreenPoint Credit, LLC as servicing agent for BankAmerica Housing Services, a Division of Bank America, FSB, by and through its attorney, Erin P. Dyer, Esquire, and avers the following in support of its Complaint in Replevin:

1. GreenPoint Credit, LLC as servicing agent for BankAmerica Housing Services, a Division of Bank America, FSB, hereinafter referred to as "Plaintiff" or "GreenPoint," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has a principal place of business located at 400 Southpointe Boulevard, Southpointe Plaza I, Suite 230, Canonsburg, PA 15317.

2. Edith A. Young, hereinafter the "Purchaser" and Arthur Williams and Carla Williams, hereinafter the "Co-signers" are individuals whose last known addresses are R.R. 3 Box 583-C, Curwensville, PA 16833 and 800 State Street, Curwensville, PA 16833, respectively. Purchaser and Co-signers shall hereinafter be referred to jointly as Defendants, when applicable.

3. On or about August 21, 1995, Defendants bought a 1996 Skyline Limited Edition Manufactured Home, Serial Number 2N11-0408I, (the "Mobile Home"), from Family Mobile Homes Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Seller assigned its interest in the Security Agreement to BankAmerica Housing Services, a Division of Bank of America FSB. BankAmerica perfected its security interest in said Mobile Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B." BankAmerica assigned its servicing rights in the Security Agreement to GreenPoint Credit, LLC, the Plaintiff herein.

5. Plaintiff avers that the approximate retail value of said Mobile Home is \$17,000.00 and that the said Mobile Home is in the possession of Defendant Edith Young and her husband at R.R. 3 Box 583-C, Curwensville, PA 16833.

6. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of April 26, 2001, the Defendants' payments of interest and principal were in arrears in the amount of \$499.16. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of April 26, 2001, is \$16,093.40.

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

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

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

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

- a. Defendants will pay the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;
- b. Court costs and disbursements; and
- c. Costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

11. In order to bring this action GreenPoint Credit, LLC as servicing agent for BankAmerica Housing Services, a Division of Bank America, FSB was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, GreenPoint Credit, LLC as servicing agent for BankAmerica Housing Services, a Division of Bank America, FSB, requests:

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

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

## **COUNT II - DAMAGES**

By way of separate and alternative pleading, Plaintiff, GreenPoint Credit, LLC as servicing agent for BankAmerica Housing Services, a Division of Bank America, FSB, alleges the following:

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

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

WHEREFORE, Plaintiff, GreenPoint Credit, LLC as servicing agent for BankAmerica Housing Services, a Division of Bank America, FSB, requests:

- a) judgment against Defendants in the amount of \$16,093.40 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and
- b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment against Defendants in an amount to be

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

A stylized, handwritten signature in black ink, appearing to be 'ERIN P. DYER', written over a horizontal line.

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



## VERIFICATION

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



---

Don Turosik  
Collection Manager  
GreenPoint Credit, LLC

PENNSYLVANIA

# RETAIL INSTALLMENT CONTRACT and SECURITY AGREEMENT

MH FIXED RATE CONTRACT

FOR	LOAN PLAN: F01
OFFICE	OFFICE NUMBER: 79075
USE	DEALER NO.: 750039
ONLY	ACCT. NO.:

BUYER(S): NAME: EDITH A. YOUNG  
 NAME: \_\_\_\_\_  
 NAME: ARTHUR G. WILLIAMS (CO-SIGNER)  
 NAME: CARLA J. WILLIAMS (CO-SIGNER)

DEALER'S ADDRESS: HARNERS MHP CITY: CLEARFIELD STATE: PA ZIP: 16830

PHONE: 814/236-3418 S. SEC. # (S): 184-46-7486

PROPOSED LOCATION OF MANUFACTURED HOME: HARNERS MHP CLEARFIELD, PA 16830

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

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

## Description of Manufactured Home:

TRADE NAME: SKYLINE MODEL: LIMITED EDITION  
 YEAR: 96 NEW: ☒ USED: \_\_\_\_\_ LENGTH: 64 ft. WIDTH: 14 ft.  
 SERIAL NUMBERS: 2N11-04081

ITEM	SERIAL NUMBER	ITEM	SERIAL NUMBER
------	---------------	------	---------------

ADDITIONAL  
ACCESSORIES  
AND FURNISHINGS:

PROMISE TO PAY: I promise to pay you the Unpaid Balance shown in (Item 5) with interest at the rate of:

11.75 % per

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

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate:  <u>11.75</u> %	The dollar amount the credit will cost me:  <u>\$ 21,063.20</u>	The amount of credit provided to me or on my behalf:  <u>\$ 18,616.00</u>	The amount I will have paid after I have made all payments as scheduled:  <u>\$ 39,679.20</u>	The total cost of my purchase on credit including my down payment of:  <u>\$ 1,950.00</u> <u>\$ 41,629.20</u>
		See #7	Fin. Charge + Amount Fin.	Total Pay. + Downpayment

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

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

	Number of Payments	Amount of Payments	When Payments Are Due
My payment schedule will be:	<u>180</u>	<u>\$ 220.44</u>	Monthly, beginning <u>September 21</u> , 19 <u>95</u>
		<u>\$ .00</u>	Monthly, beginning _____, 19____
		<u>\$ .00</u>	Monthly, beginning _____, 19____
		<u>\$ .00</u>	Monthly, beginning _____, 19____

Security: I give you a security interest in: ☒ the goods or property being purchased. \_\_\_\_\_ real property located at:

Late Charge: If a payment is more than 15 days late, I will be charged 5 % of the late payment.  
\$ 5.00

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

EXHIBIT "A"

### ITEMIZATION OF AMOUNT FINANCED

Cash Price (Incl. Sales Tax of \$ .00): \$ 19,425.00

a. Cash Downpayment \$ 1,950.00

b. Trade-In (Year, Make, Model): \_\_\_\_\_

Length \_\_\_\_\_ Width \_\_\_\_\_

Gross Value \$ .00 Liens \$ .00  
(Seller to pay off)

Net Trade-In Value \$ .00

Total Downpayment \$ 1,950.00

Unpaid Balance of Cash Price (1 minus 2) \$ 17,475.00

Amounts paid to others on my behalf:

a. To Insurance Companies:

(1) Property Insurance \$ 1,080.00

(2) Credit Life Insurance \$ .00

b. To Public Officials:

(1) Certificate of Title \$ 15.00

(2) FILING FEES \$ 5.00

c. To Seller:

For: \$ .00  
(Prepaid Finance Charge)

d. To: \_\_\_\_\_

For: PA TIRE TAX \$ 6.00

DOC FEES 35.00

e. To: \_\_\_\_\_

For: \$ .00

Total (a + b + c + d + e) \$ 1,141.00

Unpaid Balance (3 plus 4) \$ 18,616.00

f. Prepaid Finance Charge \$ .00

Amount Financed (5 minus 6) \$ 18,616.00

### INSURANCE

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

Type of Insurance	Term	Premium
Broad Form Comp.	0MOS	\$ .00
X Mobile Home Owners	60MOS	\$ 1,080.00
SERV CNTRT		\$

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

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

Proposed Insured \_\_\_\_\_

Proposed Insured \_\_\_\_\_

(Only spouse can be insured jointly.)

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

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

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

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

SELLER: FAMILY MOBILE HOMES, INC

SELLER'S ADDRESS:

1623 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

SELLER'S SIGNATURE:

SELLER'S TITLE:

RESIDENT

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

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

BUYER(S) SIGNATURE(S):

Edith A. Young  
EDITH A. YOUNG

ARTHUR G. WILLIAMS (CO-SIGNER)

CARLA J. WILLIAMS (CO-SIGNER)

DATE OF THIS CONTRACT: August 21, 1995

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

Edith A. Young  
(Signature of Buyer)

Arthur G. Williams  
Carla J. Williams  
(Signature of Co-Buyer)

## ADDITIONAL TERMS AND CONDITIONS

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

**REPAYMENT:** I MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY, BUT I WILL NOT BE ENTITLED TO A REFUND OF THE PREPAID FINANCE CHARGE, IF ANY.

**PROPERTY INSURANCE:** I am required to insure the Manufactured Home against physical damage for the term of the contract at my expense. The minimum coverage will be Broad Form Comprehensive in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time on this contract. The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for 10 day notice of cancellation to you. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this contract, I must obtain no less than the minimum coverage at my expense for the remaining term of the contract. Should I fail to maintain insurance coverage, you may, but are not obligated to, obtain the minimum coverage and such additional coverage as you may reasonably require. If you do so, you will notify me of that fact and that the cost, plus interest at the contract rate, will be added to my debt. I will repay such amount during the term of the policy in the manner requested by you. I understand that the insurance premiums may be higher if you must purchase the insurance than might be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company who may receive a profit for this service.

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

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

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

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

**REMEDIES UPON DEFAULT:** If I do not cure the default, you may do either or both of the following at the end of the notice period: (a) you can require me to immediately pay you the entire remaining unpaid balance of the contract plus accrued interest, or (b) you can repossess the Manufactured Home. If you are not required to send me the Notice of Default and Right to Cure Default, you will have these rights immediately upon my default. Once you get possession of the Manufactured Home, you will sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law.

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

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

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

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

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

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

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

#### NOTICE

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

#### ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON OTHER PAGE ("Creditor")

With respect to this retail installment contract ("contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this contract; (3) this contract arose from the bona fide sale of the merchandise described in this contract; (4) the downpayment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) any trade-in, or other consideration, received as any part of the downpayment, is accurately described on the other page, and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on the other page and has been paid off by Seller prior to or contemporaneously with the assignment of this contract to Creditor; (6) there is now owing on this contract the amount set forth herein; (7) this contract and any guaranty submitted in connection herewith is in all respects legally enforceable against each purported signatory thereof; (8) Seller has the right to assign this contract and thereby to convey good title to it; (9) in the event any claim or defense asserted by any Buyer, or any heirs or assigns of Buyer, with respect to the Manufactured Home or other property or consideration transferred pursuant to this retail installment contract, Seller agrees that it will indemnify and hold Creditor harmless from all such claims and defenses as well as from all costs reasonably incurred by Creditor in connection therewith, including but not limited to reasonable attorney fees and court costs; and (10) in accordance with the Fair Credit Reporting Act, Seller has notified Buyer that this contract is to be submitted to Creditor.

For value received, Seller hereby assigns to Creditor all its rights, title and interest in this contract and the property which is the subject matter hereof and authorizes Creditor to do everything necessary to collect and discharge same. All the terms of any existing written agreements between Seller and Creditor governing the purchase of contracts are made a part hereof by reference, it being understood that Creditor relies upon the above warranties and upon said agreements in purchasing this contract.

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

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

9,678

760830058000812-002

2N1104081

VEHICLE IDENTIFICATION NUMBER

96

YEAR

SKYLINE

MAKE OF VEHICLE

48900876001 AR

TITLE NUMBER

MH

BODY TYPE

2

DOOR

SEAT CAP

PRIOR TITLE STATE

3/27/96

ODOM. PROC. DATE

EXEMPT

ODOM. MILES

4

ODOM. STATUS

10/17/95

DATE PA TITLED

3/27/96

DATE OF ISSUE

UNLOADED WEIGHT

19,821

GVWR

GVWR

TITLE BRANDS

ODOMETER STATUS

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

TITLE BRANDS

- A - ANTIQUE VEHICLE
- C - CLASSIC VEHICLE
- F - OUT OF COUNTRY
- G - ORIGINALLY VREG. FOR NON-RES. DISTRIBUTION
- H - AGRICULTURAL VEHICLE
- L - LOGGING VEHICLE
- P - FORMERLY A POLICE VEHICLE
- R - RECONSTRUCTED
- S - STREET RAC
- T - RECOVERED THEFT VEHICLE
- V - VEHICLE CONTAINS REISSUED VIN
- W - FLOOD VEHICLE
- X - FORMERLY A TAXI

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

ARTHUR G & CARLA J  
WILLIAMS & EDITH A  
YOUNG  
RD 1 BOX 583C  
CURWENSVILLE PA 16833

FIRST LIEN FAVOR OF:

BANK OF AMERICA FS3

SECOND LIEN FAVOR OF

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

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

BANK OF AMERICA FS3  
180 SHEREE BLVD  
SUITE 3200  
EXTON PA 19341

BRADLEY L MALLORY

Secretary of Transportation

APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN  
TO BEFORE ME,

NO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other facts...

SIGNATURE OF APPLICANT

SIGNATURE OF CO-APPLICANT

IT BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE NOTATIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

When dealing for the first time with a co-owner other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".  
A ☐ Joint Tenants with Right of Survivorship (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).

LIEN  
DATE:

IF NO LIEN  
CHECK BOX

FIRST LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

LIEN  
DATE:

IF NO LIEN  
CHECK BOX

SECOND LIENHOLDER

EXHIBIT "B"

ZIP

STRENGTHENING THIS TITLE  
20-6T 1002-05-24H

05051353

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

March 24, 2001

EDITH A. YOUNG  
RR#3 BOX 583-C  
CURWENSVILLE PA 16833-9554



RE: Manufactured Home Loan - Account #000007530013900001

**NOTICE OF INTENTION TO ACCELERATE, COMMENCE LEGAL ACTION OR REPOSSESS**

You are now in default on your Manufactured Home Loan Contract. If you correct the default, you may continue with the contract as though you did not default. Your default consists of failure to make timely payments of one or more installments as agreed to in the terms of the contract.

Thirty-one (31) days after the date of this notice, we may have the right to commence legal action and repossess your manufactured home.

Cure of default: You may cure your default by making payment in the amount indicated below:

Past Due Monthly Payment(s)	\$	461.76
Late Charge(s)	\$	32.99
Total Due Now	\$	494.75

Creditor's rights: Any partial payment of the amount due which is received by us will be applied to your account. You will need to pay the full amount by the date indicated above in order to cure your default. If you do not correct your default within 31 days due from the postmarked date of this notice, we may exercise our rights against you under the law by accelerating your debt and either repossessing your manufactured home or, if necessary, bringing a court action to obtain possession of your manufactured home.

If we elect to exercise our rights against you by repossession of the manufactured home you may, at any time before we sell or otherwise dispose of the manufactured home or enter into a contract for its sale or other disposition, (which shall be at least 45 days after postmark of this notice), redeem the manufactured home by paying us all amounts due plus expenses reasonably incurred by us in detaching and transporting the manufactured home to the site of the sale and our reasonable attorney's fees, to the extent permitted by law, plus court costs.

If you have any questions, write to us at the address above or call me at the phone number listed above between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

If this default was caused by your failure to make a payment or payments, and you want to pay by mail, please send a check or money order. Do not send cash.

Manager

CC: File

If any additional regular payment becomes due during this cure period, this payment must also be paid in order to avoid any further default. This correspondence is an attempt to collect a debt and any information obtained will be used for that purpose.

PA (144)

**EXHIBIT "C"**

FILED

MAY 14 2001

*William A. Shaw*

Prothonotary

pd \$80.00

4 cc Sheng



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

Sheriff Docket # 11003

GREENPOINT CREDIT, LLC

01-721-CD

VS.

YOUNG, EDITH and ARTHUR & CARLA WILLIAMS

COMPLAINT IN REPLEVIN

**SHERIFF RETURNS**

---

NOW MAY 22, 2001 AT 11:15 AM DST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON EDITH A. YOUNG, DEFENDANT AT EMPLOYMENT, RITE-AID, TARGET SQUARE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDITH A. YOUNG A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: HAWKINS

NOW MAY 22, 2001 AT 11:16 AM DST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON UNKNOWN OCCUPANT (RESIDING WITH EDITH A. YOUNG), DEFENDANT AT EMPLOYMENT, RITE-AID, TARGET SQUARE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDITH YOUNG (DEFENDANT LIVING AT TRAILER) A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: HAWKINS

NOW MAY 30, 2001 AT 11:50 AM DST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON CARLA WILLIAMS, DEFENDANT AT RESIDENCE, 800 STATE ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CARLA WILLIAMS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: HAWKINS

NOW MAY 30, 2001 AT 11:53 AM DST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON ARTHUR WILLIAMS, DEFENDANT AT RESIDENCE, 800 STATE ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CARLA WILLIAMS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: HAWKINS

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

Sheriff Docket # 11003

GREENPOINT CREDIT, LLC

01-721-CD

VS.

YOUNG, EDITH and ARTHUR & CARLA WILLIAMS

COMPLAINT IN REPLEVIN

**SHERIFF RETURNS**

Return Costs

Cost	Description
40.46	SHFF. HAWKINS PAID BY: ATTY.
40.00	SURCHARGE PAID BY: ATTY.

**FILED**

JUN 08 2001 *ap*  
01:32:21 pm  
William A. Shaw  
Prothonotary

Sworn to Before Me This

*8th* Day Of *June* 2001  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
*by Maury Harris*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC as servicing  
agent for BankAmerica Housing  
Services, a Division of Bank America,  
FSB,

Plaintiff,

v.

Edith A. Young, Arthur and  
Carla Williams,

Defendants.

) CIVIL DIVISION

) No. 01-721-CD

**FILED**

JUL 17 2001

William A. Shaw  
Prothonotary

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter judgment by default in favor of Plaintiff GreenPoint Credit, LLC as servicing agent for BankAmerica Housing Services, a Division of Bank America, FSB and against Defendants Edith A. Young, Arthur Williams and Carla Williams for their failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendant Edith Young was served on May 22, 2001. Defendants Arthur Williams and Carla Williams were served on May 30, 2001. Answers were due to be filed June 12, 2001 and June 19, 2001 respectively.

Attached as Exhibit "A" is a copy of plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendants at their last known address and to their attorney of record, if any, on June 15, 2001 to Defendant Edith Young and on June 25, 2001 to Defendants Arthur Williams and Carla Williams, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1996 Skyline Limited Edition Manufactured Home, Serial Number 2N11-04081, that being the relief demanded in the Complaint.



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

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC as servicing  
agent for BankAmerica Housing  
Services, a Division of Bank America,  
FSB,

Plaintiff,

v.

Edith A. Young,  
Arthur Williams and Carla Williams,

Defendants.

) CIVIL DIVISION

) No. 01-721-CD

**Via Certified Mail #7001-0360-0001-2874-4982  
and Certificate of Mailing**


Arthur Williams  
800 State Street  
Curwensville, PA 16833

Date of Notice: June 25, 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. Meholick  
Court Administrator of Clearfield County  
Clearfield County Courthouse  
230 E. Market St.  
Clearfield, PA 16830

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

**FILE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit, LLC as servicing  
agent for BankAmerica Housing  
Services, a Division of Bank America,  
FSB,

Plaintiff,

v.

Edith A. Young,  
Arthur Williams and Carla Williams,

Defendants.

) CIVIL DIVISION

) No. 01-721-CD

**Via Certified Mail #7001-0360-0001-2874-4999  
and Certificate of Mailing**

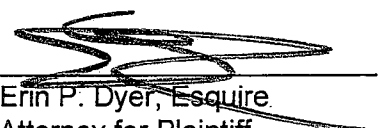
Carla Williams  
800 State Street  
Curwensville, PA 16833

Date of Notice: June 25, 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. Meholick  
Court Administrator of Clearfield County  
Clearfield County Courthouse  
230 E. Market St.  
Clearfield, PA 16830

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

**FILE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC as  
servicing agent for BankAmerica  
Housing Services, a Division of  
Bank America, FSB,

Plaintiff,

v.

Edith A. Young, Arthur and  
Carla Williams,

Defendants.

) CIVIL DIVISION  
)  
) No. 01-721-CD  
)  
)  
)  
)  
)  
)

AFFIDAVIT OF NON-MILITARY SERVICE & LAST KNOWN ADDRESS

ERIN P. DYER, Attorney, being duly sworn according to law, deposes and says that he makes this affidavit on behalf of the within Plaintiff, being so authorized avers that Defendant Edith A. Young's place of residence is R.R. 3 Box 583-C, Curwensville, PA 16833 and Defendants Arthur Williams and Carla Williams's place of residence is 800 State Street, Curwensville, PA 16833, and that they are not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, *et seq.* This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



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

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit, LLC as	)	CIVIL DIVISION
servicing agent for BankAmerica	)	
Housing Services, a Division of	)	No. 01-721-CD
Bank America, FSB,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Edith A. Young, Arthur and	)	
Carla Williams,	)	
	)	
Defendants.	)	

Edith A. Young  
R.R. 3 Box 583-C  
Curwensville, PA 16833

**NOTICE**

Pursuant to the requirements of Pa. R.C.P. 236, you are hereby notified that:

JUDGMENT BY DEFAULT has been entered against you in the above proceeding.

\_\_\_\_\_  
Prothonotary of Clearfield County



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

COPY

GreenPoint Credit, LLC as  
servicing agent for BankAmerica  
Housing Services, a Division of  
Bank America, FSB,

Plaintiff,

v.

Edith A. Young, Arthur and  
Carla Williams,

Defendants.

) CIVIL DIVISION

) No. 01-721-CD

Arthur Williams  
800 State Street  
Curwensville, PA 16833

**NOTICE**

Pursuant to the requirements of Pa. R.C.P. 236, you are hereby notified that:

JUDGMENT BY DEFAULT has been entered against you in the above proceeding.

---

Prothonotary of Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

COPY

GreenPoint Credit, LLC as  
servicing agent for BankAmerica  
Housing Services, a Division of  
Bank America, FSB,

Plaintiff,

v.

Edith A. Young, Arthur and  
Carla Williams,

Defendants.

) CIVIL DIVISION  
)  
) No. 01-721-CD  
)  
)  
)  
)  
)  
)  
)

Carla Williams  
800 State Street  
Curwensville, PA 16833

**NOTICE**

Pursuant to the requirements of Pa. R.C.P. 236, you are hereby notified that:

JUDGMENT BY DEFAULT has been entered against you in the above proceeding.

---

Prothonotary of Clearfield County

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

GreenPoint Credit, LLC as servicing agent for  
BankAmerica Housing Services, a Division of  
B of A  
Bank America, FSB  
Plaintiff(s)

No.: 2001-00721-CD

Real Debt: \$

Atty's Comm:

Vs.

Costs: \$

Int. From:

Edith A. Young  
Arthur Williams  
Carla Williams  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment/Possession

Date of Entry: July 17, 2001

Expires: July 17, 2006

Certified from the record this 17th of July, 2001

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

FILED

Jul 17 2001  
07:30 / atty Dupin  
William A. Shaw  
Prothonotary

pd \$20.00

Woks. to Days

Statement to atty.

30  
1001