

01-1132-CD
NATIONAL PENN BANK -vs- SHARON A. SANKO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION - LAW

NATIONAL PENN BANK,)
Plaintiff) No. 2001-1132-CB
)
vs.)
)
SHARON A. SANKO) Replevin Action
Defendant)

NOTICE TO DEFEND

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. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD PA 16830

PIOSA, HIXSON & REILLY, P.C.

LAW OFFICES
PIOSA HIXSON & REILLY P.C.
ONE WINDSOR PLAZA, SUITE 101
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

FILED

JUL 13 2001

William A. Shaw
Prothonotary

By: *Thomas E. Reilly*
Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
Attorney I. D. No. 41668

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION - LAW

NATIONAL PENN BANK,)
Plaintiff) No.
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vs.)
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SHARON A. SANKO) Replevin Action
Defendant)

COMPLAINT IN REPLEVIN

And now, comes the Plaintiff, National Penn Bank, by and through its attorneys, Thomas E. Reilly, Jr., and Thomas A. Capehart, Esquire, and in support of the within causes of action avers as follows:

1. Plaintiff, National Penn Bank ("Bank") is a Pennsylvania banking corporation with an office located at Philadelphia and Reading Avenues, Boyertown, Pennsylvania, 19512.
2. Defendant, Sharon A. Sanko, is an adult individual residing at 28 Country Place, Country Place Mobile Home Park, Dubois, Clearfield County, PA 15801.

COUNT I - REPLEVIN

3. The Defendant is the owner of a 1995 Skyline Mobile Home, Vehicle Identification Number 30392020H which is located at 28 Country Place in the Country Place Mobile Home Park, Dubois, Clearfield County, PA 15801.

4. The approximate value of the mobile home is Seventeen Thousand Nine Hundred Fifty-six Dollars (\$17,956.00).

5. On October 22, 1999, the Defendant purchased the mobile home pursuant to a Mobile Home Installment Sales Contract without Real Estate (the "Contract"). A true and correct copy of the Contract is attached hereto as Exhibit "A" and incorporated herein by reference.

6. The Contract was assigned to the Bank at the time of sale and, as such, the Bank is a secured creditor under the terms of the Contract, which fact is further evidenced by the certificate of title to the mobile home, specifically identifying the Bank as a secured lien holder. A true and correct copy of such title is attached hereto as Exhibit "B" and incorporated herein by reference.

7. The Defendant executed and delivered the Contract to the Bank, or authorized, acquiesced and consented to the assignment of the Contract to the Bank, as collateral security for the payment of Defendant obligations to make payments toward the Contract under which Defendant agreed to pay the Bank One Hundred Eighty (180) monthly installments of Two Hundred Twenty-seven Dollars and Twelve Cents (\$227.12) beginning November 26, 1999.

8. Defendant has defaulted under the terms of the Contract by failing to pay the Bank monthly installments since October 26, 2000.

9. Since October 2000 the Defendant has made payments to the Bank, however, she has failed to fully reinstate the default under the terms of the Contract.

10. Given Defendant's default under the Contract, on or about November 30, 2000, the Bank sent a Notice of Intention to Commence Legal Action and Repossess Mobile Home to the Defendant by certified mail informing the Defendant of the default and the Defendant's rights and obligations to the Bank. A true and correct copy of such notice is attached hereto as Exhibit "C" and incorporated herein by reference.

11. A copy of the Verification Notice pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692, is attached hereto, marked as Exhibit "D", and incorporated herein.

12. The Defendant has failed, refused and neglected to cure the above-referenced default, despite receipt of the Bank's Notice of Intention to Commence Legal Action and Repossess Mobile Home.

13. In accordance with the terms and conditions of the Contract, upon Defendant's default thereunder, the Bank has accelerated the indebtedness of the Defendant to the Bank.

14. Pursuant to the Contract, Defendant agreed to pay all amounts which became due under the terms of the Contract, the costs of suit, and reasonable attorney's fees, as well as costs of repossessing, storing, repairing, preparing for sale and selling the vehicle.

LAW OFFICES
PIOSA HIXSON & REILLY P.C.
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15. Based on the Defendant's fault as above described, Defendant is liable to the Bank as follows:

| | |
|----------------------|---------------------------|
| Principal Amount Due | \$16,407.57 |
| Interest to 7/02/01 | 305.40 |
| Late Fees Due | 13.15 |
| TOTAL | <u>\$16,726.12</u> |

WHEREFORE, Plaintiff, National Penn Bank, respectfully requests that judgment be entered in its favor and against the Defendant, Sharon A. Sanko, in replevin for possession and delivery of the Mobile Home; plus interest, reasonable attorney's fees, costs, and costs of collection and any and all other relief which the Court deems just and appropriate.

COUNT II - BREACH OF CONTRACT

16. Plaintiff incorporates by reference Paragraphs No. 1 through No. 15 as though the same were fully set forth herein.

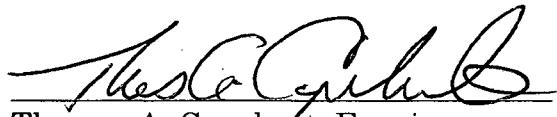
17. Defendant is in default under the terms of the Contract due to the Defendant's failure to make monthly installment payments since October 26, 2000.

WHEREFORE, Plaintiff, National Penn Bank, demands judgment in its favor and against the Defendant, Sharon A. Sanko, in the amount of \$16,726.12

plus per diem interest from July 2, 2001 until the debt is satisfied, reasonable attorneys fees, costs and costs of collection as set forth in the Contract.

PIOSA, HIXSON & REILLY, P.C.

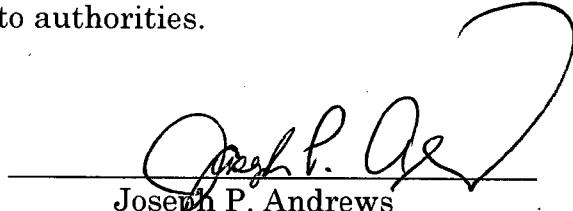

Thomas E. Reilly, Jr., Esquire
Attorney for National Penn Bank
Attorney I.D. No. 41668
One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014


Thomas A. Capehart, Esquire
Attorney for National Penn Bank
Attorney I.D. No. 57440

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VERIFICATION

I, JOSEPH P. ANDREWS, state that I am a Vice President of National Penn Bank, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said National Penn Bank, and verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



Joseph P. Andrews

Dated: July 5, 2001

**MOBILE HOME
INSTALLMENT SALE CONTRACT
(WITHOUT REAL ESTATE)**

3623600
78012

Dated: OCTOBER 22, 1999

1. **PARTIES:** In this Contract we are the Seller: LARRY'S HOMES OF PA, INC.

RT 255 RD # 1 BOX 16 B, PENSFIELD, PA 15849

Address

You are the Buyer(s): SHARON A. SANKO

Name

COUNTRY PLACE MOBILE HOME PARK, LOT 28 COUNTRY PLACE, DUBOIS, PA 15801

Address (Where Mobile Home is to be placed)

2. **JOINT AND SEVERAL OBLIGATION:** If there are more than one Buyer and/or one or more Co-Signers, each of you shall be liable, separately and together, to pay all sums you owe and to perform all your promises in this Contract.

3. **CO-SIGNER:** Any person signing the Co-Signer's Agreement below promises, separately and together, with Buyer and all other Co-Signer(s), to pay all sums owing to us and to perform all agreements in this Contract as and when they come due.

4. **CO-OWNER:** Any person with an ownership interest in the Mobile Home signing the Co-Owner's Security Agreement below gives us a lien and security interest in the Mobile Home and agrees to perform all promises in the Security Agreement.

5. **ITEMIZATION OF AMOUNT FINANCED:**

| | |
|--|-----------------------|
| (1) Cash Price Including Sales/Luxury Tax | \$ <u>16,000.00</u> |
| (2) a. Cash Downpayment | \$ <u>900.00</u> |
| b. Net Trade-In | + \$ <u>0.00</u> |
| c. Total Downpayment (2a + 2b) | = \$ <u>900.00</u> |
| (3) Unpaid Cash Price Balance (1 - 2c) | = \$ <u>15,100.00</u> |
| (4) To Credit Insurance Company | + \$ <u>0.00</u> * |
| (5) To Property Insurance Company | + \$ <u>705.00</u> * |
| (6) a. License, Tags and Registration | \$ <u>22.50</u> |
| b. Lien Fee | + \$ <u>5.00</u> |
| c. Total to Public Officials (6a + 6b) | + \$ <u>27.50</u> |
| (7) To <u>UII - ADMIN. FEE</u> | + \$ <u>22.50</u> * |
| (8) To <u>TAXES</u> | + \$ <u>960.00</u> * |
| (9) Amount Financed ((3) + (4) + (5) + (6)c + (7) + (8)) | = \$ <u>16,815.00</u> |

*We may retain a portion of this amount.

6. **DISCLOSURES REQUIRED BY FEDERAL LAW.**

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

14.25 %

FINANCE CHARGE

The dollar amount the credit will cost you.

\$ 24,066.60

Amount Financed

The amount of credit provided to you or on your behalf.

\$ 16,815.00

Total of Payments

The amount you will have paid after you have made all scheduled payments.

\$ 40,881.60

Total Sale Price

The total cost of your purchase on credit, including your downpayment of \$ 900.00

\$ 41,781.60

Your Payment Schedule will be:

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|---|
| 180 | \$ 227.12 | Monthly, beginning <u>NOVEMBER 26, 1999</u> |
| | \$ | |

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

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

Filing Fees: \$ 27.50

Late Charge: If a payment is more than 10 days' late, you will be charged 2% of the portion which is late for each month or part of a month greater than 10 days that it remains unpaid.

Assumption: Someone buying your mobile home cannot assume the remainder of the Contract on the original terms.

See below and your other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

e means an estimate

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS YOU MAY LOSE ALL THE PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND MONEY IN YOUR ACCOUNT WITH THE ASSIGNEE.

7. **TERMS:** The terms shown in the boxes above are part of this Contract.

8. **THE MOBILE HOME:** Under the terms of this Contract, you agree to purchase from us the following mobile home, its appliances, furniture, equipment and fixtures (all of which is called the "Mobile Home" in this Contract):

N/U Year/Manufacturer U 1995 / SKYLINE Length/Width 70 / 14 Color/Model GREY / TANGLEWOOD Serial Number 30-39-2020-II

Equipped with: _____

EXHIBIT

"A"

9. TRADE-IN: You have traded-in the following mobile home:

| Year/Make | Series | Gross Allowance | -\$ Still Owng | =\$ Net Trade-In |
|-----------|--------|-----------------|----------------|------------------|
| N/A | N/A | N/A | N/A | N/A |

We will pay what is still owing on your behalf. You warrant that no other liens or security interests exist in the mobile home you are trading-in.

10. PROPERTY INSURANCE IS REQUIRED: You are required to obtain and maintain in effect physical damage, comprehensive and fire and theft insurance on the Mobile Home as provided in Item 22 on the next page. You may obtain such insurance through any person of your choice. If you obtain property insurance through the Seller, the total premium costs for the insurance for the terms indicated below is included in the amount financed of this Contract as paid to Property Insurance Company.

N/A Mobile Home \$ N/A Term N/A months; Fire and Theft \$ Term months;
Physical Damage Insurance

N/A Comprehensive on \$ N/A Term N/A months; N/A \$ N/A Term months;
Mobile Home

This Contract does not include liability insurance coverage for bodily injury and property damage caused to others.

11. CREDIT INSURANCE IS NOT REQUIRED: Optional Credit Life Insurance is available through the Seller for the term indicated below. Such insurance is not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost, which is included in the amount financed of this Contract. Please read the NOTICE OF PROPOSED CREDIT INSURANCE below. Your insurance certificate will tell you the maximum amount of insurance coverage provided to you.

Term of Credit Insurance Coverage: N/A months. Coverage will terminate prior to the scheduled maturity date of this Contract.

By signing, you desire Single Credit Life Insurance, which costs \$ N/A.

What is your age?

N/A
Signature of Buyer or Co-Signer to be insured for Single Credit Life Insurance

N/A

By signing, you desire Joint Credit Life Insurance, which costs \$ N/A.

What is your age?

What is your age?

X N/A

X N/A

Signatures of both Buyers and/or Co-Signers to be insured for Joint Credit Life Insurance

Insurer:

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage will be applicable to this Contract if so marked above, and the coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurance company, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for the Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire at the end of the term indicated above. Subject to acceptance by the insurer and within 30 days there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

12. ASSIGNMENT OF CONTRACT: You may not assign this Contract. The Seller may assign this Contract and the person to whom the Seller assigns it may reassign it. Any person to whom we assign this Contract or to whom it is reassigned is called the "Assignee." After any assignment, all rights and benefits of the Seller in this Contract shall belong to and may be enforced by the Assignee. At the time of signing this Contract, the Assignee is intended to be National Penn Bank, Philadelphia & Reading Avenues, Norristown, PA 19512.

13. PROMISE TO PAY: You promise to pay us the Total Sale Price for the Mobile Home by making the Total Downpayment and paying us the amount financed plus Finance Charges as provided in the Payment Schedule. Payments are due on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to make payments at the address which we most recently specify in a written notice to you.

14. SECURITY AGREEMENT: To secure the payment of all sums you owe and the performance of all your obligations under this Contract, you give us a lien and security interest in the Mobile Home, in any parts (called "accessories") attached to the Mobile Home at any later time, and in any proceeds of the Mobile Home, including insurance proceeds. We waive the right to treat any property other than the Mobile Home and its proceeds as security for repayment of this Contract. However, on Default, the Assignee may exercise its legal right of set-off and apply any of your money now or later on deposit with the Assignee against the amounts due and unpaid under this Contract. This includes any money which is now or may in the future be deposited with such Assignee by you. Assignee may do this without any prior notice to you.

15. HOW THIS TOTAL OF PAYMENTS IS COMPUTED: The Total of Payments in Item 6 is the sum of the amount financed and the finance charge computed on the assumption that we receive all payments on their scheduled due dates. The finance charge is computed daily by applying the rate (equal to the annual percentage rate divided by 365 or 366) to the outstanding balance of the amount financed. Because finance charge is computed on a daily basis, late payments will result in more finance charge (and, if applicable, a late charge). Early payments will result in less finance charge. Early and/or late payments will cause the amount of the final payment to change.

16. LATE CHARGE: You agree to pay a late charge for any payment not received by us within 10 days after its due date. The late charge will be the lesser of \$15 or 5% of the portion which is late, for each month or any part of a month in excess of 10 days of the unpaid amount of the payment. The late charge will be due when imposed.

17. PREPAYMENT: You may prepay, in full or in part, the amount owing on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled monthly payments until you pay all amounts you owe under this Contract.

18. WAIVERS BY YOU: You promise to make all payments on or before they come due without our having to ask. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral.

19. FINANCE CHARGE AFTER MATURITY AND JUDGMENT: Finance charge at the rate provided in this Contract shall continue to be computed daily on the unpaid balance until we receive payment in full, even after acceleration or maturity, or even after we obtain a judgment against you for the amounts you owe.

20. OUR SECURITY INTEREST: You will not permit anyone other than us to obtain a security interest or other rights in the Mobile Home. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Mobile Home. You will assist us in someone obtains a lien on the Mobile Home, you will pay the obligation and satisfy the lien.

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.

By signing below, we agree to sell the Mobile Home to you under the terms of this Contract.

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.

SELLER: LARRY'S HOMES OF PA, INC.

Jane A. Ziegler
Jane A. Ziegler
Date

BUYER: SHARON A. SANKO

Sharon A. Sanko
Sharon A. Sanko
Date

CO-SIGNER'S AGREEMENT: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THIS AGREEMENT. You, the person (or persons) signing as "Co-Signer" below, promise to pay to us all sums owed on this Contract and to perform all agreements in this Contract as and when they come due. You intend to be legally bound by all the terms of this Contract, separately and together, with each other and the Buyer. You are making this promise to induce us to enter into this Contract with the Buyer, even though the proceeds will only be used for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest in the Mobile Home.

| | | | |
|-----------------------|--------|---------|------|
| Co-Signer's Signature | (SEAL) | Address | Date |
| Co-Signer's Signature | (SEAL) | Address | Date |

CO-OWNER'S SECURITY AGREEMENT: You, the person signing as "Co-Owner" below, together with the Buyer or otherwise being all of the Owners of the Mobile Home, give us a lien and security interest in the Mobile Home. You intend to be legally bound by the terms of this Contract other than the Promise To Pay. You are giving us this Security Interest to induce us to enter into this Contract with the Buyer and to secure the payment and performance by the Buyer of all sums owing on this Contract. You will not be responsible for any sums that might still be owing on this Contract if, after Default, we repossess and sell the Mobile Home.

| | | | |
|----------------------|--------|---------|------|
| Co-Owner's Signature | (SEAL) | Address | Date |
|----------------------|--------|---------|------|

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

Sharon A. Sanko
BUYER : SHARON A. SANKO

BUYER

THE ASSIGNMENT BELOW IS NOT PART OF THE MOBILE HOME INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.

ASSIGNMENT

To induce you, National Penn Bank, the "Assignee" identified in Item 12 of this Contract, to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale was made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 PA C.S.A. §§2101, et. seq.); our title to the Contract and the Mobile Home covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth herein; the Contract is genuine, the signatures thereon are of the persons they purport to be, arose from the sale of the Mobile Home therein described, and all parties thereto are of full age and had capacity to contract; the description of the Mobile Home and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to Buyer (however, manufacturer's rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount Financed plus Finance Charge at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance Act (69 P.S. §601 et. seq.), and have duly complied with all requirements thereof with respect to the transaction and with the Federal Truth-In-Lending Act and with any other federal or state law, rule or regulation applicable to this Contract; a certificate of title to the Mobile Home showing a lien or encumbrance in favor of the Assignee has been or will be applied for promptly; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing thereon, computed as set forth below, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer or Co-Signer fails or refuses to make any payment due on the Contract on the assertion, either oral or written, that the Mobile Home is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer or Co-Signer, Seller will repurchase the Contract from Assignee and pay Assignee therefore immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorney's fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Seller or Assignee. By delivering this Contract to Assignee and accepting payment for it, Seller authorizes Assignee to sign Seller's name to this Assignment, without recourse, if the Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Mobile Home, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorney's fees, in connection with claims by or against any Buyer, Co-Signer or Co-Owner or any person in possession of the Mobile Home and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Mobile Home therein described, with full power in Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller initials either of the endorsements below, titled "WITH FULL RECOVERY" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be WITHOUT RECOVERY.

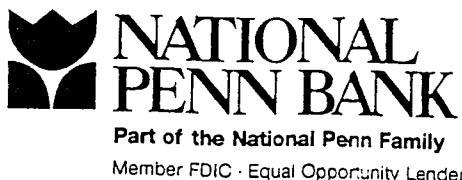
WITH FULL RECOVERY - Seller agrees that in addition to the paragraph above titled "Assignment," in the event of default by the Buyer in the full payment on the due date thereof of any installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

WITH REPURCHASE - Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Mobile Home, Seller will, if the Mobile Home is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Mobile Home, forthwith repurchase the Contract and the Mobile Home from Assignee for a repurchase price, in cash, computed as set forth above.

By signing below, we agree to the terms of the Assignment.

SELLER:

Jane A. Ziegler
Jane A. Ziegler
Date



Also part of the National Penn family:
Elverson National Bank
1st Main Line Bank
Chestnut Hill National Bank
National Asian Bank

Investors Trust Company
Link Financial Services, Inc.
National Penn Mortgage Company

CERTIFIED MAIL

TO: Sharon A. Sanko
28 Country Place
Country Place Mobile Home Park
Dubois, PA 15801
Acct. #362360078012

Notice Date: November 30, 2000

NOTICE OF INTENTION TO COMMENCE LEGAL ACTION AND REPOSSESS MOBILE HOME

You are currently indebted to National Penn Bank (the "Bank") pursuant to an Installment Sale Agreement dated October 22, 1999 between the Bank and you with regard to your 1995 Skyline, Vehicle Identification Number 30392020H. The Installment Sale Agreement **IS IN SERIOUS DEFAULT because the payments due since October 26, 2000 have not been paid.** The total amount now required to cure this default, or in other words get caught up in your payments, as of the date of this letter, is \$458.69.

You may cure this default within **THIRTY (30) DAYS** of the date of this letter by paying to the Bank the above amount of \$458.69, plus any additional payments which may fall due during this period, including all other events of default that may exist. Such payment must be made either by cash, cashier's check, certified check or money order and made to:

National Penn Bank
P. O. Box 547
Boyertown, PA 19512-0547
Attn: Richard M. Kistner
(610) 369-6585

If you do not cure the default within **THIRTY (30) DAYS**, the Bank intends to exercise its right to accelerate the Installment Sale Agreement and will instruct its Attorneys to commence a legal action to take possession of the Mobile Home.

At the end of the thirty (30) day period, if you wish to cure the default, you will also be required to pay reasonable fees actually incurred by the Bank prior to commencing a legal action to take possession of the Mobile Home, including, but not limited to reasonable attorney's fees and costs, up to an amount of Fifty Dollars (\$50.00).

EXHIBIT

"C"

Sharon A. Sanko
Page Two

Once the Bank commences a legal action to take possession of the Mobile Home, you will also be required to pay any reasonable fees actually incurred by the Bank, including, but not limited to reasonable attorney's fees and costs, even if they are over Fifty Dollars (\$50.00).

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the Installment Sale Agreement. If you have not cured the default within the thirty (30) day period and the Bank takes possession of the Mobile Home, **you still have the right to cure the default at any time before the title to the Mobile Home is lawfully transferred from you, which shall be no sooner than Forty-Five (45) days after your receipt of this Notice.** You may do so by:

(a) paying all amounts which would have been due if you had not defaulted and the Bank had not accelerated the Installment Sale Agreement;

(b) perform any other obligation which was required of you under the Installment Sale Agreement;

(c) paying reasonable fees actually incurred by the Bank in taking possession of the Mobile Home, including, but not limited to reasonable attorney's fees and costs;

(d) paying any late fees or penalties as set forth in the Installment Sale Agreement; and

(e) paying any cost incurred by the Bank in detaching and transporting the Mobile Home to the site of the sale.

Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the Bank at the telephone number of the person listed above. This payment must be in cash, cashier's check or certified check.

You should realize that a sale or transfer of title to the Mobile Home will end your ownership of the Mobile Home.

Sharon A. Sanko
Page Three

You have additional rights to help protect your interest in the Mobile Home. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE AMOUNT YOU OWE UNDER THE INSTALLMENT SALE AGREEMENT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

If you cure the default as set forth above, the Installment Sale Agreement will be reinstated and you will then be able to make payments for the balance of the Installment Sale Agreement as if the default never occurred.

NATIONAL PENN BANK

By: Richard M. Kistner
Richard M. Kistner
Special Loans Adjustor

PIOSA HIXSON & REILLY

ATTORNEYS AT LAW

MICHAEL J. PIOSA
BOYD G. HIXSON
THOMAS E. REILLY, JR.
THOMAS A. CAPEHART

ONE WINDSOR PLAZA, SUITE 101
7535 WINDSOR DRIVE
ALLENTOWN, PENNSYLVANIA 18195-1014

TEL: (610) 530-7500
FAX: (610) 530-8190

TO: Sharon A. Sanko:

We have filed this complaint against you on behalf of our client, National Penn Bank,.

WE ARE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. Section 1692, TO PROVIDE YOU WITH THE FOLLOWING NOTICE:

The amount of the debt owed by you is \$16,726.12 as of July 2, 2001.

Larry's Homes of PA, Inc. is the original creditor for this debt.

You have thirty (30) days from the date of this Notice to dispute the validity of this debt. If you fail to dispute the validity of this debt within thirty (30) days, we will assume the debt is valid and the amount of the debt is correct. If you notify us in writing that the debt or any portion thereof is disputed by you, we will obtain verification of the debt from our client and provide such verification to you.

Please note, that despite the thirty (30) day period described above, the Bank is not required to wait thirty (30) days to take any actions to enforce its rights to collect the amount owed, including, but not limited to, filing a lawsuit against you. As such, you should expect the Bank to proceed with any such action within the time frame set forth in the accompanying complaint or documents, and any other previous correspondence you may have received directly from the Bank.

This letter is from a debt collector. This letter and any other correspondence from this office is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,



Thomas E. Reilly, Jr.

EXHIBIT "D"

LAW OFFICES
PIOSA HIXSON & REILLY P.C.
ONE WINDSOR PLAZA, SUITE 101
7535 WINDSOR DRIVE
ALLENSTOWN, PENNSYLVANIA 18195-1014

FILED

JUL 13 2001

13:45 AM

William A. Shaw
Prothonotary

80⁰⁰ -

1 CENT ATTY

1 CENT TO STAFF

Matthews Pawn B&W.

VS.
SANKO, SHARON A.

01-1132-CY
01-1132-CY

COPY

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

**NOW AUGUST 6, 2001 AT 8:55 AM DST SERVED THE WITHIN COMPLAINT IN
REPLEVIN ON SHARON A. SANKO, DEFENDANT AT SHERIFF'S OFFICE,
MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING
TO SHARON A. SANKO A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS**

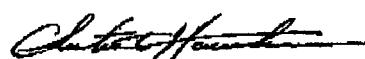
Return Costs

| Cost | Description |
|--------------|---------------------------------|
| 80.75 | SHE. HAWKINS PAID BY: |
| 10.00 | SURCHARGE PAID BY: ATTY. |

Sworn to Before Me This

Day Of _____ 2001

So Answers,



**Chester A. Hawkins
Sheriff**

AUG - 8 2001

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

NATIONAL PENN BANK,)
vs. Plaintiff) NO. 2001-1132-CD
vs.)
SHARON A. SANKO,) REPLEVIN ACTION
vs.)
Defendant)

PRAECIPE FOR JUDGMENT

Enter Judgment in favor of Plaintiff and against Defendant, Sharon A. Sanko, for want of failure to file a responsive pleading to Plaintiff's Replevin Complaint.

Enter judgment for possession of the following personal property: 1995 Skyline Mobile Home, Vehicle Identification Number 30392020H; AND

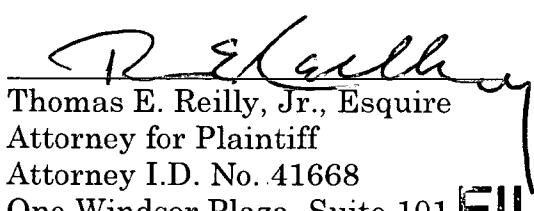
Assess damages as follows:

| | |
|-----------------------------|----------------------------------|
| Debt | \$ 16,726.12 |
| Interest from 07/02/01 to | |
| 11/14/01 @ \$6.41/day | \$ 865.35 |
| Attorney's Commission | \$ _____ |
| TOTAL | \$17,591.47 , plus |
| | interest from 11/14/01 and costs |

I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

Pursuant to Pa. R.C.P. 237.1, I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to the attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A copy of the notice is attached.

Date: November 14, 2001


Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
Attorney I.D. No. 41668
One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014
(610) 530-7500

FILED

NOV 16 2001

11/22/2001 p.m.

William A. Shaw, Prothonotary

notice sent to def Atty.
Statement sent to atty.

NOW, November 16, 2001, 2001, JUDGMENT IS ENTERED AS ABOVE.

Prothonotary/Clerk, Civil Division

By: William Schaefer
Deputy

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

NATIONAL PENN BANK,)
Plaintiff) NO. 2001-1132-CD
vs.)
SHARON A. SANKO,) REPLEVIN ACTION
Defendant)

(X) Notice is hereby given that a Default Judgment in the above-captioned matter has been entered against you for possession of certain personal property and for damages in the amount of \$17,591.47, plus interest from November 14, 2001, and costs, on November 16, 2001.

(X) A copy of all documents filed with the Prothonotary in support of the within judgment are enclosed.

Prothonotary/Clerk, Civil Div.

by: *William L. Ladd*

by: William Sargent

If you have any questions regarding this Notice, please contact the filing party:

Thomas E. Reilly, Jr. Esquire
One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014
(610) 530-7500

(This Notice is given in accordance with Pa.R.C.P. 236).

CERTIFICATION OF ADDRESSES

I, THOMAS E. REILLY, JR., ESQUIRE, hereby certify that the precise address of the within-named Plaintiff, National Penn Bank is Philadelphia & Reading Avenues, PO Box 547, Boyertown, Pennsylvania 19512 and the precise address of the within-named Defendant, Sharon A. Sanko is 28 Country Place, Country Place Mobile Home Park, Dubois, Clearfield County, PA 15801.


Thomas E. Reilly, Jr., Esquire

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF YORK)

Before me, the undersigned authority, personally appeared Thomas E. Reilly, Jr., Esquire, who being duly sworn according to law, doth depose and say that the Defendant, Sharon A. Sanko, not in the Military or Naval Service, based on the following facts as of the date of this affidavit:

Age of Defendant: Sui Juris

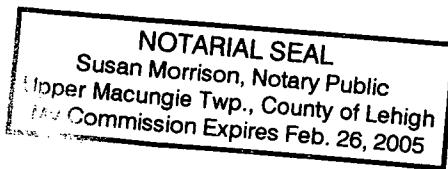
Present Place of Employment: Unknown

Present Place of
Residence: 28 Country Place
Country Place Mobile Home Park
Dubois, PA 15801

Thomas E. Reilly, Jr., Esquire

Sworn to and subscribed before me this
14th day of November, 2001 A.D.

Notary Public



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

NATIONAL PENN BANK,)
vs. Plaintiff) NO. 2001-1132-CD
SHARON A. SANKO,) REPLEVIN ACTION
Defendant)

DATE OF NOTICE: September 11, 2001

TO: Sharon A. Sanko
28 Country Place
Country Place Mobile Home Park
Dubois, PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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
CLEARFIELD COUNT COURTHOUSE
CLEARFIELD, PA 16830

PIOSA, HIXSON & REILLY, P.C.

By: Thomas E. Reilly, Jr., Esq.
Thomas E. Reilly, Jr., Esq.
Attorney for Plaintiff
Attorney I. D. No. 41668
One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014

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

National Penn Bank
Plaintiff(s)

No.: 2001-01132-CD

Real Debt: \$17,591.47

Atty's Comm:

Vs.

Costs: \$

Int. From:

Sharon A. Sanko
Defendant(s)

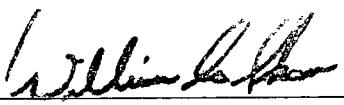
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 16, 2001

Expires: November 16, 2006

Certified from the record this 16th day of November, 2001



William A. Shaw

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

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

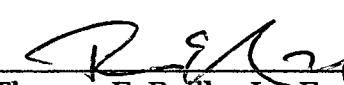
NATIONAL PENN BANK,)
Plaintiff) No. 2001-1132-CD
)
vs.)
)
SHARON A. SANKO ,) REPLEVIN ACTION
Defendant)

PRAECIPE FOR WRIT OF POSSESSION

TO THE PROTHONOTARY:

Kindly issue the Writ of Possession in the above matter on the 1995
Skyline Mobile Home, Serial Number 30392020H and located at 28 Country
Place Mobile Home Park, Dubois, PA 15801.

PIOSA, HIXSON & REILLY P.C.


Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
Attorney I. D. #41668

One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014
(610) 530-7500

FILED 

DEC 03 2001
12:35 PM 20-
William A. Shaw
Prothonotary
6 Writs to SHER
1 CENS to ATT

LAW OFFICES
PIOSA HIXSON & REILLY P.C.
ONE WINDSOR PLAZA, SUITE 101
7535 WINDSOR DRIVE
ALLEN TOWN, PA 18195-1014
(610) 530-7500

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

NATIONAL PENN BANK,)
Plaintiff) No. 2001-1132-CD
)
)
vs.)
)
)
SHARON A. SANKO,) REPLEVIN ACTION
Defendant)

WRIT OF POSSESSION

Commonwealth of Pennsylvania:)
)
County of Clearfield)

To the Sheriff of Clearfield County:

To satisfy the Judgment for Possession in the above matter, you are directed to deliver possession of the following described property to National Penn Bank:

**1995 Skyline Mobile Home, Serial Number 30392020H and located at
28 Country Place Mobile Home Park, Dubois, PA 15801.**



Prothonotary/Clerk, Civil Div.

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

Seal of the Court

Dec. 3, 2001

Date

By: Thomas E. Reilly, Jr.
Attorney for Plaintiff
One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014

FILED

DEC 03 2001

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11235

NATIONAL PENN BANK

01-1132-CD

VS.

SANKO, SHARON A.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW AUGUST 6, 2001 AT 8:55 AM DST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON SHARON A. SANKO, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHARON A. SANKO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS

Return Costs

Cost Description

80.75 SHF. HAWKINS PAID BY: *atty*
10.00 SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

12th Day Of December 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 Marilynn Harris*
Chester A. Hawkins
Sheriff

FILED

*01/10/01-BH
DEC 12 2001*

William A. Shaw
Prothonotary

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

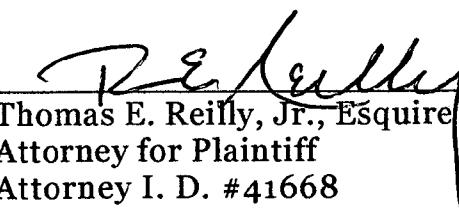
NATIONAL PENN BANK,)
Plaintiff) No. 2001-1132-CD
vs.)
SHARON A. SANKO,)
Defendant) REPLEVIN ACTION

PRAECIPE TO RE-ISSUE WRIT OF POSSESSION

TO THE PROTHONOTARY:

Kindly re-issue the Writ of Possession in the above matter on the 1995
Skyline Mobile Home, Serial Number 30392020H and located at 28 Country
Place Mobile Home Park, Dubois, PA 15801.

PIOSA REILLY & CAPEHART


Thomas E. Reilly, Jr., Esquire
Attorney for Plaintiff
Attorney I. D. #41668

One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014
(610) 530-7500

FILED

SEP 03 2002

William A. Shaw
Prothonotary

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENSTOWN, PA 18195-1014
(610) 530-7500

FILED

Aug 12
7.00

12 12 02
SEP 03 2002

100 ASH

100 unit issued to Shaw

WILLIAM A. SHAW William A. Shaw
Prothonotary Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

WRIT OF POSSESSION

National Penn Bank

Plaintiff(s)

Vs.

COPY

NO.: 2001-01132-CD

Sharon A. Sanko

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to: Plaintiff(s)

1995 Skyline Mobile Home, Serial Number 30392020H and located at 28 Country Place Mobile Home Park, DuBois, PA 15801

William A. Shaw, Prothonotary

Received writ this _____ day of

at _____ a.m./p.m.

Date: Sepember 3, 2002

Sheriff

By: Thomas E. Reilly, Jr.
Attorney for Plaintiff
One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13035

NATIONAL PENN BANK

01-01132-CD

VS.

SANKO, SHARON A.

WRIT OF EXECUTION POSSESSION

SHERIFF RETURNS

NOW, SEPTEMBER 17, 2002 AT 11:35 A.M. SERVED WRIT OF POSSESSION ON SHARON A. SANKO, DEFENDANT, AT CLEARFIELD COUNTY COURTHOUSE SHERIFF'S OFFICE, ONE NORTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHARON A. SANKO, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, OCTOBER 23, 2002 RETURN WRIT AS BEING SERVED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$30.35
SURCHARGE \$10.00
PAID BY ATTORNEY

FILED

012:52 AM
OCT 29 2002

NO CC
CASH
KAT

William A. Shaw
Prothonotary

Sworn to Before Me This

23^d Day Of October 2002
William A. Shaw

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

So Answers,

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

WRIT OF POSSESSION

National Penn Bank

COPY

Plaintiff(s)

Vs.

NO.: 2001-01132-CD

Sharon A. Sanko

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to: Plaintiff(s)

1995 Skyline Mobile Home, Serial Number 30392020H and located at 28 Country Place Mobile Home Park, DuBois, PA 15801



William A. Shaw, Prothonotary

Received writ this 3rd day of
September A.D. 2002
at 12:30 a.m.p.m.

Chester A. Hembree
Sheriff by Anthony Butta-Caughran

Date: Sepember 3, 2002

By: Thomas E. Reilly, Jr.
Attorney for Plaintiff
One Windsor Plaza, Suite 101
7535 Windsor Drive
Allentown, PA 18195-1014