

01-1540-CD
GREENPOINT CREDIT LLC etal -vs- LESLIE SNEAL etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

v.

Leslie Smeal and Robin Smeal,
Defendants.

CIVIL DIVISION

No. 01-1540-CD

Complaint in Civil Action - Replevin

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

SEP 17 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 of)	No.
America FSB,)	
)	
Plaintiff,)	
)	
v.)	
)	
Leslie Smeal and Robin Smeal,)	
)	
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)	CIVIL DIVISION
agent for BankAmerica Housing)	
Services, a division of Bank of)	No.
America FSB,)	
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Plaintiff,)	
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v.)	
)	
Leslie Smeal and Robin Smeal,)	
)	
Defendants.		

COMPLAINT

COUNT I - REPLEVIN - AGAINST ALL DEFENDANTS

AND NOW comes GreenPoint Credit LLC, as servicing agent for BankAmerica Housing Services, a division of Bank of 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 of 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. Joseph M. Williams and Steven J. Williams, hereinafter the "Purchasers" and Leslie Smeal and Robin Smeal, hereinafter the "Occupants" are individuals whose last known addresses are RR 1 Box 29, Houtzdale, PA 16651 and RD 1 Box 352A, Morrisdale, PA 16858, respectively.

3. On or about May 19, 1997, Purchaser bought a 1997 Skyline Bay Springs Manufactured Home, Serial Number 5K110144J, (the "Mobile Home"), from Family Moible Homes, (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Seller assigned its interest in the Security Agreement to Plaintiff, BankAmerica Housing Services, a division of Bank of America FSB. Bank of America 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." Bank of America then assigned its servicing rights under the Security Agreement to GreenPoint the Plaintiff herein.

5. Plaintiff avers that the approximate retail value of said Mobile Home is \$37,000.00 and that the said Mobile Home is in Occupants' possession.

6. Purchasers have executed a Voluntary Surrender Agreement and relinquished all of their rights, title, and interest in the mobile home to Plaintiff.

7. As a result of the Purchasers' surrender of the mobile home, they are not named as Defendants in this action.

8. At some time, the exact date being unknown to Plaintiff, the Occupants took possession of the Mobile Home and began making monthly payments of principal and interest to GreenPoint pursuant to the terms of the Security Agreement.

9. Occupants defaulted under the terms of the Security Agreement by failing to make payments when due. As of August 28, 2001, the Defendants' payments of interest and principal were in arrears in the amount of \$1,155.12. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of August 28, 2001, is \$37,203.14.

10. Plaintiff provided the Occupants 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."

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

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

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

- a. Purchasers' 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.

14. In order to bring this action GreenPoint Credit LLC, as servicing agent for BankAmerica Housing Services, a division of Bank of 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 of America FSB, requests judgment for possession against the Occupants to recover the Mobile Home, plus costs.

A handwritten signature in black ink, appearing to read '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

PENNSYLVANIA

RETAIL INSTALLMENT CONTRACT
and SECURITY AGREEMENT

MH FIXED RATE CONTRACT

FOR	LOAN PLAN: F01
OFFICE	OFFICE NUMBER: 79061
USE	DEALER NO.: 750039
ONLY	ACCT. NO.: 101300186

BUYER(S): NAME: JOSEPH M. WILLIAMS
NAME: STEVEN J. WILLIAMS
NAME: _____
NAME: _____

BUYER'S ADDRESS: RR 1 BOX 89 CITY: HOUTZDALE COUNTY: CLEARFIELD STATE: PA ZIP: 16651
PHONE: 814/378-7857 S. SEC. # (S): 200-54-5316 167-60-5864

PROPOSED LOCATION OR MANUFACTURED HOME: DEER CREEK RD MORRISDALE, PA 16858

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

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

Description of Manufactured Home:	TRADE NAME: SKYLINE CORP.	MODEL: BAY SPRINGS															
	YEAR: 97 NEW: X USED: _____	LENGTH: 76 ft WIDTH: 14 ft															
	SERIAL NUMBERS: SK110144J																
	<table border="1"> <thead> <tr> <th>ITEM</th> <th>SERIAL NUMBER</th> <th>ITEM</th> <th>SERIAL NUMBER</th> </tr> </thead> <tbody> <tr> <td>ADDITIONAL SKIRTING</td> <td></td> <td>OIL TANK</td> <td></td> </tr> <tr> <td>ACCESSORIES DECK</td> <td></td> <td>BLOCKS</td> <td></td> </tr> <tr> <td>AND FURNISHINGS:</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	ITEM	SERIAL NUMBER	ITEM	SERIAL NUMBER	ADDITIONAL SKIRTING		OIL TANK		ACCESSORIES DECK		BLOCKS		AND FURNISHINGS:			
ITEM	SERIAL NUMBER	ITEM	SERIAL NUMBER														
ADDITIONAL SKIRTING		OIL TANK															
ACCESSORIES DECK		BLOCKS															
AND FURNISHINGS:																	

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

12.00 % 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:	The dollar amount the credit will cost me:	The amount of credit provided to me or on my behalf:	The amount I will have paid after I have made all payments as scheduled:	The total cost of my purchase on credit including my down payment of
12.00 %	\$ 99,022.20	\$ 36,633.00	\$ 135,655.20	\$ 4,100.00 \$ 139,755.20

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

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

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

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

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

	Number of Payments	Amount of Payments	When Payments Are Due
My payment schedule will be:	360	\$ 376.82	Monthly, beginning June 19 19 97
		\$.00	Monthly, beginning . 19
		\$.00	Monthly, beginning . 19
		\$.00	Monthly, beginning . 19

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price (Incl. Sales Tax of \$.00):	\$ 39,100.00
2. a. Cash Downpayment:	\$ 4,100.00
b. Trade-In (Year, Make, Model):	
Length	Width
Gross Value \$.00	Liens \$.00
(Seller to pay off)	
Net Trade-In Value	\$.00
Total Downpayment	\$ 4,100.00
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 35,000.00
4. Amounts paid to others on my behalf:*	
a. To Insurance Companies:	
(1) Property Insurance	\$ 1,570.00
(2) Credit Life Insurance	\$.00
b. To Public Officials:	
(1) Certificate of Title	\$ 15.00
(2) FILING FEES	\$ 5.00
c. To Creditor:	
For:	\$.00
d. To:	
For: NOTARY FEE	\$ 35.00
e. To:	
For: TIRE TAX	\$ 8.00
f. To:	
For:	\$.00
g. To:	
For:	\$
h. To:	
For:	\$
Total (a + b + c + d + e + f + g + h)	\$ 1,633.00
5. Unpaid Balance (3 plus 4)	\$ 36,633.00
6. Prepaid Finance Charge	\$.00
7. Amount Financed (5 minus 6)	\$ 36,633.00

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

PROPERTY INSURANCE		
PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown, and I want it financed on this contract.		
Type of Insurance	Term	Premium
X Physical Damage Coverage	60 MOS	\$ 1,570.00
	0 MOS	\$.00
		\$
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE SECTION ABOVE.		
CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:		
Proposed Insured		
Proposed Insured		
(Only spouse can be insured jointly.)		
This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:		
Type of Coverage	Term	Premium
Single		\$
Joint		\$
(signature)		Date
(signature)		Date
(If joint coverage is desired, both proposed insureds must sign.)		

ADDITIONAL TERMS AND CONDITIONS

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

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

PROPERTY INSURANCE:

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

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

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

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

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

CURE OF DEFAULT: I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the notice of default. 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 any or all of the following at the end of the notice period, as allowed by applicable law: (a) you can require me to immediately pay you the entire remaining unpaid balance due under this contract plus accrued interest or (b) you can repossess the Manufactured Home pursuant to the security interest I give you under this contract. If you are not required to send me the Notice of Default and Right to Cure Default, you will have these rights immediately upon my default. Once you get possession of the Manufactured Home you will sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law. All remedies are cumulative and you may enforce them separately or together in any order you deem necessary to protect your security.

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.

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

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

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

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

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

NOTICE

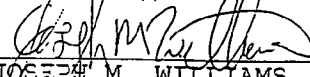
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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

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):


JOSEPH M. WILLIAMS


STEVEN J. WILLIAMS

SELLER: FAMILY MOBILE HOMES INC

SELLER'S ADDRESS: 1683 E PLEASANT VALLEY BLVD


ALTOONA, PA 166020000

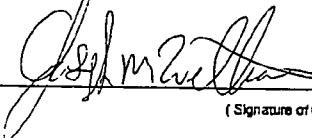
SELLER'S SIGNATURE: 

SELLER'S TITLE: President

DATE OF THIS CONTRACT: May 19, 1997

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


(Signature of Buyer)


(Signature of Co-Buyer)

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON PAGE 1 ("Creditor")

With respect to this retail installment contract ("contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this contract; (3) this contract arose from the bona fide sale of the merchandise described in this contract; (4) the 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 page 2 and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on page 2 and has been paid off by Seller prior to or contemporaneously with the assignment of this contract to Creditor; (6) there is now owing on this contract the amount set forth herein; (7) this contract and any 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 of any claim or defense asserted by any Buyer, or any heirs or assigns of Buyer, with respect to the Manufactured Home or other property or consideration transferred pursuant to this retail installment contract, Seller agrees that it will indemnify and hold Creditor harmless from all such claims and defenses as well as from all costs reasonably incurred by Creditor in connection therewith, including but not limited to reasonable attorney fees and court costs; and (10) in accordance with the Fair Credit Reporting Act, Seller has notified Buyer that this contract is to be submitted to Creditor.

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

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

001844767

COMMONWEALTH OF PENNSYLVANIA									
DEPARTMENT OF TRANSPORTATION									
CERTIFICATE OF TITLE FOR A VEHICLE									
8,434		6-300186							
971550018007891-001									
5K1101443				97	SKYLINE		50936231901 WI		
VEHICLE IDENTIFICATION NUMBER				YEAR	MAKE OF VEHICLE		TITLE NUMBER		
MH		0	DUP	SEAT CAP	PRIOR TITLE STATE	6/24/97	EXEMPT		4
BODY TYPE					ODOM. PROCD. DATE	ODOM. MILES		ODOM. STATUS	
6/24/97		6/24/97			UNLADEN WEIGHT	GVWR	GCWR	TITLE BRANDS	
DATE PA TITLED		DATE OF ISSUE							
ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW									
REGISTERED OWNER(S)									
JOSEPH M & STEVEN J WILLIAMS									
DEER CREEK RD									
PO BOX 108									
HYDE PA 16843									
FIRST LIEN FAVOR OF:					SECOND LIEN FAVOR OF:				
BANK OF AMERICA FS8									
FIRST LIEN RELEASED					DATE				
BY					AUTHORIZED REPRESENTATIVE				
MAILING ADDRESS					DATE				
031007					BY				
BANK OF AMERICA FS8					AUTHORIZED REPRESENTATIVE				
400 SOUTHPOINTE BLVD									
STE 230									
CANONSBURG PA 15317									
I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company names herein is the lawful owner of the said vehicle.									
BRADLEY L MALLORY									
Secretary of Transportation									
D. APPLICATION FOR TITLE AND LIEN INFORMATION -									
TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.									
SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR					When applying for title 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".				
SIGNATURE OF PERSON ADMINISTERING OATH					A <input type="checkbox"/> Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).				
SEAL					LIEN DATE:		IF NO LIEN CHECK BOX <input type="checkbox"/>		
					FIRST LIENHOLDER:				
					NAME				
					STREET				
					CITY				
					STATE				
					ZIP				
					LIEN DATE:				
SECOND LIENHOLDER:									
					NAME				
					ZIP				
The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.									
S1									
SIGNATURE									
EXHIBIT "B"									
ALTERATION OR ERASURE VOID THIS TITLE									

July 26, 2001

JOSEPH M. WILLIAMS
C/O LESLIE & ROBIN SMEAL
R.D. #1 BOX 352A
MORRISDALE PA 16858



RE: Manufactured Home Loan - Account #000006130018600001

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)	\$	753.64
Late Charge(s)	\$	19.66
Total Due Now	\$	773.30

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"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11520

GREENPOINT CREDIT LLC

01-1540-CD

VS.

SMEAL, LESLIE & ROBIN

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW SEPTEMBER 18, 2001 AT 10:44 AM DST SERVED THE WITHIN COMPLAINT
IN REPLEVIN ON ROBIN SMEAL, DEFENDANT AT RESIDENCE, RD# 1, BOX 352A,
MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JASON
SMEAL, SON (A.A.R.) A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS
THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW SEPTEMBER 18, 2001 AT 10:44 AM DST SERVED THE WITHIN COMPLAINT
IN REPLEVIN ON LESLIE SMEAL, DEFENDANT AT RESIDENCE, RD # 1, BOX 352A,
MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JASON
SMEAL, SON (A.A.R.) A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS
THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
32.79	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED
SEP 25 2001

William A. Shaw
Prothonotary

Sworn to Before Me This

25th Day Of September 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 Marilyn Hamer
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 of
America FSB,

Plaintiff,

v.

Leslie Smeal and
Robin Smeal,

Defendants.

) CIVIL DIVISION

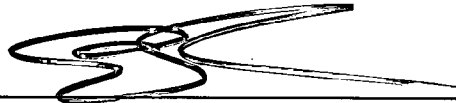
) No. 01-1540-CD

PRAECIPE TO DISCONTINUE PURSUANT TO
PENNSYLVANIA R.C.P. RULE 229

To the Prothonotary:

Please discontinue the above-captioned action at the request of Plaintiff, pursuant to Pa.R.C.P. Rule 229. The discontinuance shall be without prejudice, and shall not be deemed to bar the bringing of an action to collect any deficiency (or deficiency judgment) owed to plaintiff by Defendants.

Respectfully submitted,



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

FILED

JAN 30 2002

William A. Shaw
Prothonotary

FILED

NO CC

ml 3741 Certificate to Aug Dye

JAN 30 2002

copy to CIA

William A. Shaw
Prothonotary

WAS

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

COPY

CIVIL DIVISION

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

Vs.

No. 2001-01540-CD

**Leslie Smeal and
Robin Smeal**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 30, 2002 marked:

Discontinued without prejudice

Record costs in the sum of \$132.79 have been paid in full by Erin P. Dyer, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 30th day of January A.D. 2002.

William A. Shaw, Prothonotary

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

CIVIL DIVISION

COPY

**GreenPoint Credit, LLC
BankAmerica Housing Services
Bank of America, FSB**

Vs.

No. 2001-01540-CD

**Leslie Smeal
Robin Smeal**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 30, 2002, marked:

Discontinued

Record costs in the sum of \$80.00 have been paid in full by Erin P Dyer Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 30th day of January A.D. 2002.



William A. Shaw, Prothonotary