



02-1135-CD  
GREENPOINT CREDIT LLC et al -vs- JAMES L. SWEAL

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.

James L. Smeal,

Defendant.

CIVIL DIVISION

No. 02-1135-CO

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  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

**FILED**

JUL 22 2002

William A. Shaw  
Prothonotary

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISE THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

**David S. Meholick, Court Administrator**  
**Clearfield County Courthouse**  
**230 E. Market St.**  
**Clearfield, PA 16830**  
**(814) 765-2641, ext. 5982**

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.

James L. Smeal,

Defendant.

) CIVIL DIVISION

) No. 02-1135-CD

) THIS FIRM IS A DEBT COLLECTOR  
) ATTEMPTING TO COLLECT A DEBT AND  
) ANY INFORMATION OBTAINED WILL BE  
) USED FOR THAT PURPOSE. IF YOU HAVE  
) PREVIOUSLY RECEIVED A DISCHARGE IN  
) BANKRUPTCY AND THIS DEBT WAS NOT  
) REAFFIRMED, THIS NOTICE IS NOT AND  
) SHOULD NOT BE CONSTRUED TO BE AN  
) ATTEMPT TO COLLECT A DEBT, BUT  
) ONLY ENFORCEMENT OF ALIEN AGAINST  
) PROPERTY.

**COMPLAINT**

**COUNT I - REPLEVIN**

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 its principal place of business located at 400 Southpointe Boulevard, Southpointe Plaza I, Suite 230, Canonsburg, PA 15317.

2. James L. Smeal, hereinafter referred to as "Defendant," is an individual whose last known address is RD 1, Box 658, Osceola Mills, PA 16666.

3. On or about June 23, 1998, Defendant purchased a 1999 Champion Manufactured Home, Serial Number 07999219324AB, (the "Mobile Home"), from Black's Home Sales d/b/a Summit 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 BankAmerica Housing Services, a division of Bank of America FSB, hereinafter referred to as "BankAmerica." 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."

5. BankAmerica subsequently assigned its servicing rights and responsibilities to Plaintiff, GreenPoint.

6. Plaintiff avers that the approximate retail value of said Mobile Home is \$31,000.00 and that the said Mobile Home is in the Defendant's possession and believed to be at Defendant's address as stated above.

7. Defendant defaulted under the terms of the Security Agreement by failing to make payments when due. As of June 25, 2002, the Defendant's payments of interest and principal were in arrears in the amount of \$906.77. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of June 25, 2002, is \$31,850.39.

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

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

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

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

a. Defendant will pay the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;

b. Court costs and disbursements; and

c. Costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

12. In order to bring this action GreenPoint 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:

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

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



## **COUNT II - DAMAGES**

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

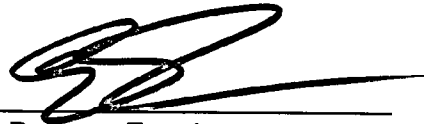
13. Paragraphs 1 through 11 of this Complaint are incorporated herein by reference as though fully set forth.

14. 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 of America FSB, requests:

a) judgment against Defendant in the amount of \$31,850.39 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

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



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for GreenPoint Credit LLC, as  
servicing agent for BankAmerica Housing  
Services, a division of Bank of America FSB  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

## PENNSYLVANIA

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

## MH FIXED RATE CONTRACT

BUYER(S): NAME: JAMES L. SMEAL

NAME:

NAME:

BUYER'S NAME:

ADDRESS: RD 1 BOX 655

CITY: OSCEOLA MILLS

COUNTY: CLEARFIELD

PHONE: 339-6462

STATE: PA ZIP: 16666

PROPOSED LOCATION OF MANUFACTURED HOME: RD 1 BOX 655, OSCEOLA MILLS, PA 16666

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

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

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

9.75 % per year until the debt is fully paid. I will pay this amount in installments as shown in the payment schedule until the Unpaid Balance is fully paid. If, on 06/23/28, I still owe any amount under this Contract, I will pay such amount in full on that date, which is called the "Maturity Date." Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: 9.75 %	The dollar amount the credit will cost me: \$ 65,520.60	The amount of credit provided to me or on my behalf: \$ 31,305.00	The amount I will have paid after I have made all payments as scheduled: \$ 96,825.60	The total cost of my purchase on credit including my down payment of: \$ 3,464.02 \$100,289.62
See #7 (page 2)		Fin. Charge	Amount Fin.	Total Pay - Down Payment

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.

My payment schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due
Monthly, beginning	360	\$ 268.96	JULY 23, 19 98
Monthly, beginning		\$ .00	, 19
Monthly, beginning		\$ .00	, 19
Monthly, beginning		\$ .00	, 19

**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 not assume the remainder of the Contract on the original terms without your prior written consent.

**Estimates:** All numerical disclosures except the late payment disclosures are estimates.

EXHIBIT "A"

Description of  
Manufactured  
Home:

TRADE NAME: CHAM LON ENTERPRISES

MODEL 21

YEAR: 99 NEW: X USED:

LENGTH: 44 ft. WIDTH: 24 ft.

SERIAL  
NUMBERS: 07999219324AB

ITEM

SERIAL NUMBER

ITEM

SERIAL NUMBER

ADDITIONAL  
ACCESSORIES  
AND FURNISHINGS:

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including Sales Tax of \$ .00) \$ 32,205.00
2. a. Cash Down Payment \$ 3,464.02
- b. Trade-In (Year, Make, Model):  
Length Width  
Gross Value \$ .00 Liens \$ .00  
(Seller to pay off)  
Net Trade-In Value \$ .00  
Total Down Payment \$ 3,464.02
3. Unpaid Balance of Cash Price (1 minus 2) \$ 28,740.98
4. Amounts paid to others on my behalf:
  - a. To Insurance Companies:
    - (1) Property Insurance \$ .00
    - (2) Credit Life Insurance \$ 2,464.02
  - b. To Public Officials:
    - (1) Certificate of Title \$ 22.50
    - (2) FILING FEES \$ 5.00
  - c. To Creditor:
 For: \$ .00
  - d. To:
 For: NOTARY FEES \$ 72.50
  - e. To:
 For: \$ .00
  - f. To:
 For: \$ .00
  - g. To:
 For: \$ .00
  - h. To:
 For: \$ .00
- Total (a + b + c + d + e + f + g + h) \$ 2,564.02
5. Unpaid Balance (3 plus 4) \$ 31,305.00
6. Prepaid Finance Charge \$ .00
7. Amount Financed (5 minus 6) \$ 31,305.00

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

## INSURANCE

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

Type of Insurance	Term	Premium
Physical Damage Coverage	OMOS	\$ .00
	OMOS	\$ .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
X Single	120MOS	\$ 2,464.02
Joint		\$

*James L. Smith*  
(signature)

Date 6-18-98

(signature)

Date

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

**ADDITIONAL TERMS AND CONDITION:**

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

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

**PROPERTY INSURANCE:**

- a. **Minimum Coverage.** I am required to provide physical damage insurance coverage protecting the Manufactured Home for the term of this Contract against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood, for which you require insurance, in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time under this Contract (the "Minimum Coverage"). The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for a 10-day notice of cancellation to you. Unless you consent in writing, I shall not add any additional loss 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. I authorize any insurer to pay you directly. I hereby appoint you as my limited attorney-in-fact to sign my name to any check, draft, or other document necessary to obtain such insurance payments.

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

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

**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 or to transfer any beneficial interest in the Manufactured Home without first obtaining your written consent; (g) I allow the Manufactured Home to become part of any real estate without first obtaining your written consent; (h) I encumber or abandon the Manufactured Home or use it for hire or illegally; (i) I fail to promptly pay any taxes and other liens and encumbrances on the Manufactured Home or on the real property on which it is located, if this is my responsibility; and/or (j) I fail to do anything else which I have promised to do under this Contract.

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

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

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

#### **ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:**

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

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

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

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

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

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

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

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

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

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

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

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

SELLER: BLACK'S HOME SALES, INC.  
DBA: SUMMIT HOMES  
SELLER'S ADDRESS: RD #1 BOX 498  
OSCEOLA MILLS, PA 166560000  
SELLER'S SIGNATURE: *Ralph T. Davis*  
SELLER'S TITLE: *Managing Accountant*

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):

*James L. Sneal*  
JAMES L. SNEAL

DATE OF THIS CONTRACT: 6-23-98

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

*James L. Sneal*

(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 down payment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) any trade-in, or other consideration, received as any part of the down payment is accurately described on page 2 and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on page 2 and has been paid off by Seller prior to or contemporaneously with the assignment of this Contract to Creditor; (6) there is now owing on this Contract the amount set forth herein; (7) this Contract and any 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.



# DEPARTMENT OF TRANSPORTATION CERTIFICATE OF TITLE FOR A VEHICLE

8,373

982290057003434-001

61301496

07/08/98		98		CHAMPION		SP254976001	
VEHICLE IDENTIFICATION NUMBER		YEAR		MAKE OF VEHICLE		TITLE NUMBER	
0	0	0	0	0	0	0	0
BODY TYPE	PUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROCD. DATE	ODOM. MILES	ODOM. STATUS	
0	0	0	0	0	0	0	
0	0	0	0	0	0	0	
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GWR	GWR	TITLE BRANDS		
0	0	0	0	0	0		

ODMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JAMES L SMEAL  
 R D 1 BOX 655  
 OSCEOLA MILLS PA 16666

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

TITLE BRANDS  
 A - ANTIQUE VEHICLE  
 B - CLASSIC VEHICLE  
 C - COLLECTIBLE VEHICLE  
 D - OUT OF COUNTRY  
 E - ORIGINALLY USED FOR NON-RESIDENTIAL  
 F - AGRICULTURAL VEHICLE  
 G - LOGGING VEHICLE  
 H - IS WAS A POLICE VEHICLE  
 I - RECONSTRUCTED  
 J - STREET ROD  
 K - RECOVERED THEFT VEHICLE  
 L - VEHICLE CONTAINS REBUILT VIN  
 M - FLOOD VEHICLE  
 N - IS WAS A TAXI

FIRST LIEN FAVOR OF:

BANKAMERICA HOUSING  
 SERVICES FSB

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007  
 BANKAMERICA HOUSING  
 SERVICES FSB  
 400 SOUTHPOINTE BLVD  
 SUITE 230  
 CANONSBURG PA 15317

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.

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named 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

VE

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

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".  
 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)

1ST LIEN DATE

IF NO LIEN CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE

IF NO LIEN CHECK ☐

2ND LIENHOLDER

STREET

STATE

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.

SIGNATURE OF APPLICANT OR

SIGNATURE OF CO-APPLICANT/

SIGNATURE OF APPLICANT

EXHIBIT "B"

SURE WORDS THIS TITLE

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

002467498

10080 Willow Creek Road  
San Diego, CA 92131  
959-555-5555

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

May 14, 2002

GREENPOINT CREDIT, LLC  
400 SOUTHPOINTE BLVD 2ND F  
CANONSBURG, PA 15317  
800 959-7398

RE: Manufactured Home Loan - Account #000006130149607601

JAMES L. SMEAL  
RR 1 BOX 658  
OSCEOLA HILLS PA 16666-9649

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)	\$	604.54
Late Charge(s)	\$	15.00
Total Due Now	\$	619.54

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. 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.

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) 061-11-00000613014

**EXHIBIT "C"**

### **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 are true and correct to the best of his knowledge, information and belief.



---

Don Turosik  
Collection Manager  
GreenPoint Credit, LLC

FILED

JUL 22 2002

7/19/01 at  
William A. Shaw  
Notary Public

Open pd \$80.00

Ice Shrub  
Ice atg Open

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

Sheriff Docket # 12809

GREENPOINT CREDIT

02-1135-CD

VS.

SMEAL, JAMES L.

COMPLAINT IN REPLEVIN

**SHERIFF RETURNS**

NOW JULY 26, 2002 AT 10:14 AM DST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON JAMES L. SMEAL, DEFENDANT AT RESIDENCE, RD#1 BOX 658, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES L. SMEAL, 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
------	-------------

31.37	SHFF. HAWKINS PAID BY: ATTY.
-------	------------------------------

10.00	SURCHARGE PAID BY: ATTY.
-------	--------------------------

Sworn to Before Me This

29 Day Of August 2002  
William A. Shaw

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

So Answers,

Chester A. Hawkins  
My Marilyn Hamer  
Chester A. Hawkins  
Sheriff

**FILED**

98 AUG 29 2002  
019-04 RS  
William A. Shaw  
Prothonotary

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.

James L. Smeal,

Defendants.

) CIVIL DIVISION  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

No. 02-1135-CD

**FILED**

m/1:55  
AUG 30 2002  
Le writes to Shff  
1 CC Shff

William A. Shaw  
Prothonotary

PRAECIPE FOR WRIT OF POSSESSION

To the Prothonotary, kindly issue Writ of Possession in the above matter and direct the Sheriff of Clearfield County to:

1. Deliver possession of the following described property to GreenPoint Credit LLC, as servicing agent for BankAmerica Housing Services, a division of Bank of America FSB:

1999 Champion Manufactured Home, Serial Number 07999219324AB.

2. Inform James L. Smeal that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Champion Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. Levy upon any property of James L. Smeal remaining after the above-mentioned time period and sell his interest therein.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit LLC, as	)	CIVIL DIVISION
servicing agent for BankAmerica	)	
Housing Services, a division of	)	No. 02-1135-CD
Bank of America FSB,	)	
	)	Writ of Possession
Plaintiff,	)	
	)	
v.	)	
	)	
James L. Smeal,	)	
	)	
Defendant.	)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA	)	
	)	ss
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 GreenPoint Credit LLC, as servicing agent for BankAmerica Housing Services, a division of Bank of America FSB:

1999 Champion Manufactured Home, Serial Number 07999219324AB.

2. You are directed to inform James L. Smeal that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Champion Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against James L. Smeal, you are directed to levy upon any property of James L. Smeal remaining after the above-mentioned time period and sell his interest therein.

\_\_\_\_\_  
(Prothonotary/Clerk)

\_\_\_\_\_  
(Deputy)

*Seal of the Court:*

Date August 30, 2002



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. 02-1135-CD
Bank of America FSB,	)	
	)	Writ of Possession
Plaintiff,	)	
	)	
v.	)	
	)	
James L. Smeal,	)	
	)	
Defendant.	)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA	)	
	)	ss
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 GreenPoint Credit LLC, as servicing agent for BankAmerica Housing Services, a division of Bank of America FSB:

1999 Champion Manufactured Home, Serial Number 07999219324AB.

2. You are directed to inform James L. Smeal that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Champion Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against James L. Smeal, you are directed to levy upon any property of James L. Smeal remaining after the above-mentioned time period and sell his interest therein.

\_\_\_\_\_  
(Prothonotary/Clerk)

\_\_\_\_\_  
(Deputy)

*Seal of the Court:*

Date August 30, 2002

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.

James L. Smeal,

Defendant.

CIVIL DIVISION

No. 02-1135-CD

**FILED**

AUG 30 2002

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 of America FSB and against Defendant James L. Smeal for his failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendant was served with the Complaint on July 26, 2002 and his answer was due to be filed on August 15, 2002.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendant at his last known address and to his attorney of record, if any, on August 16, 2002, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1999 Champion Manufactured Home, Serial Number 07999219324AB, 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 -- Exhibit "A"  
                            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 of America FSB,

Plaintiff,

v.

James L. Smeal,

Defendant.

) CIVIL DIVISION

) No. 02-1135-CD

**Certificate of Mailing**


Robin Foor, Esquire  
211 1/2 East Locust Street  
Clearfield, PA 16830

Date of Notice: August 16, 2002

**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  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, ext 5982

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GreenPoint Credit LLC, as	)	CIVIL DIVISION
servicing agent for BankAmerica	)	
Housing Services, a division of	)	No. 02-1135-CD
Bank of America FSB,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
James L. Smeal,	)	
	)	
Defendant.	)	

AFFIDAVIT OF NON-MILITARY SERVICE & LAST KNOWN ADDRESS

ERIN P. DYER, Attorney, being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the within Plaintiff, being so authorized avers that Defendant's place of residence is RD1 Box 658, Osceola Mills, PA 16666, and that he is not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, *et seq.* This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



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

FILED

Atty pd.

*[Signature]*

11:42 AM  
AUG 30 2002

Notice to Def.

William A. Shaw  
Prothonotary

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. 02-1135-CD
Bank of America FSB,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
James L. Smeal,	)	
	)	
Defendant.	)	

James L. Smeal  
RD1 Box 658  
Osceola Mills, PA 16666

**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**

Sheriff Docket # 13040

GREENPOPOINT CREDIT LLC ET AL

02-1135-CD

VS.

SMEAL, JAMES L.

WRIT OF EXECUTION POSSESSION

**SHERIFF RETURNS**

---

NOW, SEPTEMBER 19, 2002 AT 9:38 A.M. O'CLOCK THE DEFENDANT,  
JAMES L. SMEAL WAS SERVED A WRIT OF POSSESSION.

NOW, OCTOBER 3, 2002 RECEIVED FAXED LETTER FROM THE ATTORNEY OFFICE  
TO STOP THE POSSESSION OF THE MOBILE HOME BECAUSE THE DEFENDANT HAD  
FILED CHAPTER 7.

NOW, OCTOBER 31, 2002 PAID COSTS FROM ADVANCE AND MADE REFUND OF  
UNUSED FUNDS TO THE ATTORNEY.

NOW, OCTOBER 31, 2002 RETURNED WRIT AS STOP EFFORTS OF POSSESSION PER  
ATTORNEY REQUEST.

SHERIFF HAWKINS \$31.00  
SURCHARGE \$10.00  
PAID BY ATTORNEY

---

**FILED**  
01:55 PM  
OCT 31 2002  
ND CC  
[Signature]

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13040

GREENPOOINT CREDIT LLC ET AL

02-1135-CD

VS.

SMEAL, JAMES L.

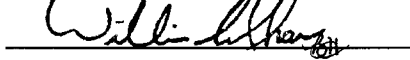
WRIT OF EXECUTION POSSESSION

SHERIFF RETURNS

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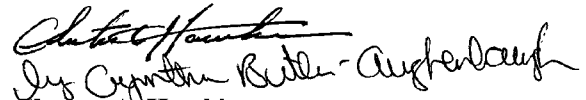
Sworn to Before Me This

31<sup>st</sup> Day Of October 2002



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

So Answers,

  
Chester A. Hawkins  
Sheriff

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. 02-1135-CD
Bank of America FSB,	)	
	)	Writ of Possession
Plaintiff,	)	
	)	
v.	)	
	)	
James L. Smeal,	)	
	)	
Defendant.	)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA	)	
	)	ss
COUNTY OF CLEARFIELD	)	

To the Sheriff of Clearfield County:

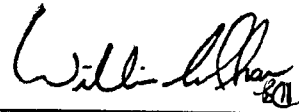
1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to GreenPoint Credit LLC, as servicing agent for BankAmerica Housing Services, a division of Bank of America FSB:

1999 Champion Manufactured Home, Serial Number 07999219324AB.

2. You are directed to inform James L. Smeal that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1999 Champion Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against James L. Smeal, you are directed to levy upon any property of James L. Smeal remaining after the above-mentioned time period and sell his interest therein.



(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date August 30, 20 02

Received 8/30/02 @ 1:30 P.M.

Charles A. Hawkins

Judge Cynthia Butler-Aughenbaugh

**ERIN P. DYER**

*Attorney at Law*  
2021 MURRAY AVENUE, SUITE B  
PITTSBURGH, PENNSYLVANIA 15217

TELEPHONE: (412) 422-8975  
FACSIMILE: (412) 422-9095

October 3, 2002

**Via Telefax: (814) 765-5915**

Chester A. Hawkins, Sheriff  
Sheriff's Office of Clearfield County  
230 E. Market Street  
Clearfield, PA 16830

Re: GreenPoint Credit LLC, as servicing agent for BankAmerica Housing  
Services, a division of Bank of America FSB  
v. James L. Smeal  
Civil Division No. 02-1135-CD

Dear Sheriff Hawkins:

In order to confirm our telephone conversation with your office on Thursday, October 3, 2002, please stop your efforts to pursue possession of the mobile home scheduled for October 3, 2002 against the above-mentioned Defendant and return the Writ of Possession to Prothonotary's Office. Mr. Smeal has filed for relief under Chapter 7 of the U.S. Bankruptcy Code at petition number 02-30452-BM on September 25, 2002.

Thank you for your assistance. If you have any questions, please call.

Very truly yours,



Erin P. Dyer

EPD: ref/cao