

2003-170-CD
GREENPOINT CREDIT LLC. VS JOHN H. & SUZETTE P. FRANTZ

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

Greenpoint Credit, LLC
Plaintiff(s)

No.: 2003-00170-CD

Real Debt: \$14,291.60

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Entry: \$20.

John H. Frantz Jr.
Suzette P. Frantz
Defendant(s)

Instrument: Default Judgment

Date of Entry: April 10, 2003

Expires: April 10, 2008

COPY

Certified from the record this 10th day of April, 2003

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA

GREENPOINT CREDIT, LLC.,

Plaintiff,

v.

JOHN H. FRANTZ, JR, AND SUZETTE P.
FRANTZ,

Defendants.

CIVIL DIVISION

NO. 03-170-CD

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF POSSESSION

FILED ON BEHALF OF PLAINTIFF:

GREENPOINT CREDIT, LLC.

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D.#55414

Voelker & Associates, P.C.

Firm #332

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543

FILED

11/1:33 BH

APR 10 2003

*pd 20.00
1 cc to att.
copied to Shaw*

William A. Shaw
Prothonotary

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

GREENPOINT CREDIT, LLC.,

CIVIL DIVISION

Plaintiff,

NO. 03-170-CD

v.

JOHN H. FRANTZ, JR, AND SUZETTE P.
FRANTZ


Defendants

PRAECIPE FOR WRIT OF POSSESSION

TO THE PROTHONOTARY:

Please issue a Writ of Possession in the above captioned matter for the following mobile home
(serial number ST07607A) located at Empire Street, Hawk Run, PA 16840.

Date: 4-7-03


By 
EDWARD F. VOELKER, JR.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604
(412) 765-0543
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Plaintiff Praecipe for Writ of Possession was served upon the following by First Class United States Mail, postage prepaid, this 8th day of April, 2003, at the following addresses:

**John H. Frantz, Jr.
Suzette P. Frantz
Empire Street
Hawk Run, PA 16840**

VOELKER & ASSOCIATES, P.C.

By: 
Edward F. Voelker, Jr.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA

GREENPOINT CREDIT, LLC.

Plaintiff,

vs.

JOHN H. FRANTZ, JR, AND SUZETTE P.
FRANTZ,

Defendants.

CIVIL DIVISION

NO. 03-170-CD

TYPE OF PLEADING:

WRIT OF POSSESSION

FILED ON BEHALF OF PLAINTIFF:

GREENPOINT CREDIT, LLC

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D.#55414

Voelker & Associates, P.C.

Firm #332

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543

FILED

m/.

APR 10 2003

William A. Shaw
Prothonotary

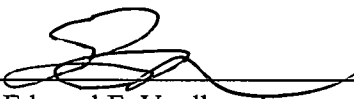
Deputy

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Plaintiff Writ of Possession was served upon the following by First Class United States Mail, postage prepaid, this 8th day of April, 2003, at the following addresses:

**John H. Frantz, Jr.
Suzette P. Frantz
Empire Street
Hawk Run, PA 16840**

VOELKER & ASSOCIATES, P.C.

By: 
Edward F. Voelker, Jr.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

Plaintiff,

v.

John H. Frantz, Jr. and Suzette P. Frantz,

Defendants.

CIVIL DIVISION

No. 03-170-CD

TYPE OF PLEADING:

Plaintiff's Praecipe for Default Judgment
Pursuant to PA. R.C.P. 1037(b)

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

COUNSEL OF RECORD:

Edward F. Voelker, Jr.
PA I.D. #55414

Voelker & Associates, P.C.
Firm #332

Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604

(412) 765-0543

FILED

APR 10 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 03-170-CD

v.

John H. Frantz, Jr. and Suzette P. Frantz,

Defendants.

**PLAINTIFF'S PRAECIPE FOR DEFAULT
JUDGMENT PURSUANT TO PA. R.C.P. 1037(b)**

TO THE PROTHONOTARY:

Kindly enter judgment for possession and in the sum specified below, in favor of Plaintiff, and against Defendants, John H. Frantz, Jr. and Suzette P. Frantz, for failure to file an Answer or otherwise respond in the above-captioned action at the above number and term within twenty (20) days from the date of service of the Complaint. Please assess Plaintiff's damages against Defendants, John H. Frantz, Jr. and Suzette P. Frantz, as follows:

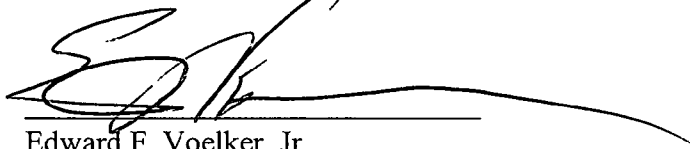
Principal	\$13,259.00	
Interest	\$432.60	(70 days × \$ 6.18 per diem)
Attorneys fees	\$600.00	
Costs	<u>to be added</u>	
TOTAL	<u><u>\$14,291.60</u></u>	

I certify that a written notice of intention to file this Praecipe was mailed to Defendants after the default had occurred and at least ten (10) days before the date of the filing of this Praecipe. I further certify that the Defendant, is not in active military service.

A copy of the Notice is attached hereto as Exhibit "A". The undersigned verifies that the statements of fact in the Praecipe are true and correct and are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsifications to authorities.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.

A handwritten signature in black ink, appearing to read 'E. Voelker, Jr.', is written over a horizontal line.

Edward F. Voelker, Jr.
Attorneys for Plaintiff

Voelker & Associates, P.C.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219
(412) 765-0543

FILED

m/1:29 BA
APR 10 2000

per 20.00
not to def:
100 to act:

William A. Shaw
Prothonotary


CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Plaintiff Praecipe for Default Judgement Pursuant to PA R.C.P. 1037(b) was served upon the following by First Class United States Mail, postage prepaid, this 8th day of April, 2003, at the following addresses:

**John H. Frantz, Jr.
Suzette P. Frantz
Empire Street
Hawk Run, PA 16840**

VOELKER & ASSOCIATES, P.C.

By: _____


Edward F. Voelker, Jr.
Attorney for Plaintiff

FILED

m/12:29 BA

APR 10 2003

**William A. Shaw
Prothonotary**

FILED

APR 10 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENPOINT CREDIT, LLC.

Plaintiff,

vs.

JOHN H. FRANTZ, JR. and
SUZETTE P. FRANTZ,

Defendants.

CIVIL DIVISION

NO. 03-170-CD

TYPE OF PLEADING:

Notice of Order, Decree or Judgment

FILED ON BEHALF:

GREENPOINT CREDIT, LLC.

COUNSEL OF RECORD:

Edward F. Voelker, Jr.
PA I.D.#55414

Voelker & Associates, P.C.
Firm #332

Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604

(412) 765-0543

COPY

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

APR 10 2003

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

GREENPOINT CREDIT, LLC.

CIVIL DIVISION

NO. 03-170-CD

Plaintiff,

TYPE OF PLEADING:

Notice of Order, Decree or Judgment

vs.

JOHN H. FRANTZ, JR. and
SUZETTE P. FRANTZ,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: ☐ Plaintiff ☒ Defendant ☐ Garnishee ☐ Additional Defendant

You are hereby notified that the following Order, Decree, or Judgement has been entered against you on _____.

☐ Decree Nisi in Equity.

☐ Final Decree in Equity.

(X) Judgment of

☐ Confession

☐ Verdict

☒ Default

☐ Non-suit

☐ Non-Pros

☐ Arbitration Award

(X) Judgment is in the amount of \$14,291.60, PLUS COSTS.

☐ District Justice Transcript of Judgement in (Assumpsit/Trespass) in the amount of \$ 14,291.60, PLUS COSTS.

☐ If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Pennsylvania Department of Transportation.

PROTHONOTARY

By



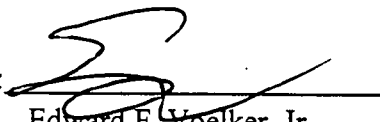
Deputy

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Plaintiff Order, Degree or Judgement was served upon the following by First Class United States Mail, postage prepaid, this 8th day of April, 2003, at the following addresses:

**John H. Frantz, Jr.
Suzette P. Frantz
Empire Street
Hawk Run, PA 16840**

VOELKER & ASSOCIATES, P.C.

By: 
Edward F. Voelker, Jr.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

Plaintiff,

v.

John H. Frantz, Jr. and Suzette P. Frantz,

Defendants.

CIVIL DIVISION

No. 03-170-CD

TYPE OF PLEADING:
Complaint in Replevin

CODE: 100

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

COUNSEL OF RECORD:
Edward F. Voelker, Jr.
PA I.D.#55414

Voelker & Associates, P.C.
Firm #332

Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604

(412) 765-0543

FILED

FEB 06 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

John H. Frantz, Jr. and Suzette P. Frantz,

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 ON THE NEXT PAGE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone: (814) 765 - 2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

John H. Frantz, Jr. and Suzette P. Frantz,

Defendants.

COMPLAINT IN REPLEVIN

AND NOW, comes Greenpoint Credit LLC, by and through its attorneys, Edward F. Voelker, Jr., Esq., and Voelker & Associates, P.C., and avers the following in support of its Complaint in Replevin:

1. John H. Frantz, Jr. and Suzette P. Frantz, hereinafter referred to as “Defendants,” are individuals whose last known address is Empire Street, Hawk Run, PA 16840.
2. Greenpoint Credit LLC hereinafter referred to as “Plaintiff,” is a limited liability company and is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about May 19, 1995, Defendants entered into a “Retail Installment Contract and Security Agreement ,” hereinafter referred to as the “Security Agreement,” whereby Defendants purchased and financed from Blacks Home Sales, Inc., a 1995 80' x 14' Colony KE348 manufactured home (serial no.ST07607A) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the “Manufactured Home.” A true and

correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

4. It is believed and therefore averred that the Manufactured Home is located at the residence of Defendants.

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, Security Pacific Housing Services, a Division of Bank of America, FSB., on or about May 19, 1995, as permitted by the Security Agreement.

6. The Security Agreement was subsequently assigned for value to Plaintiff as permitted by the Security Agreement.

7. Pursuant to the Security Agreement, Defendants promised to pay the financed amount of Twenty-Six Thousand Three Hundred Thirty Dollars (\$26,330.00).

8. As security for the loan, Defendants, by the Security Agreement, granted Plaintiff's predecessor-in-interest a security interest in the Manufactured Home.

9. Plaintiff's predecessor-in-interest perfected its security interest in the Manufactured Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title for a Vehicle is marked as Exhibit "B" and is attached hereto and made a part hereof.

10. Plaintiff avers that the approximate retail value of the Manufactured Home is Thirteen Thousand Two Hundred Fifty-nine Dollars (\$13,259.00).

11. Defendants have defaulted under the Security Agreement by failing to make payments when due. As of January 24, 2003, the delinquent payment amount due and owing from Defendants to Plaintiff is One Thousand Two Hundred Seventy-six Dollars and Ninety-three Cents (\$1,276.93).

12. As of January 24, 2003, the amount owed by Defendants to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is Twenty-one Thousand Thirty-eight dollars and Thirty Cents (\$21,038.30). The interest on said amount is accruing at the daily rate of \$6.18.

13. Defendants have failed to surrender the Manufactured Home upon Plaintiff's demand.

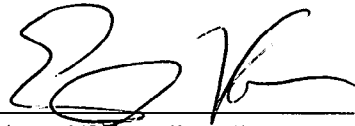
14. On December 12, 2002, Plaintiff provided each Defendant with a Notice of Intention to Accelerate, Commence Legal Action or Repossess, true and correct copies of the same are marked as Exhibits "C" and "D" and are attached hereto and made a part hereof.

15. Plaintiff is now entitled to immediate possession of the Manufactured Home.

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of Thirteen Thousand Two Hundred Fifty-nine Dollars (\$13,259.00), with costs, attorneys fees, interest from January 24, 2003, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.

A handwritten signature in black ink, appearing to read 'E. Voelker', written over a horizontal line.

Edward F. Voelker, Jr.

Attorneys for Greenpoint Credit LLC

Voelker & Associates, P.C.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219
(412) 765-0543

PENNSYLVANIA

RETAIL INSTALLMENT CONTRACT and SECURITY AGREEMENT



CONT...

MH FIXED RATE CONTRA

FOR	LOAN PLAN: F01
OFFICE	OFFICE NUMBER: 79075
USE	DEALER NO.: 750333
ONLY	ACCT. NO.: 75202612

BUYER(S): NAME: JOHN H FRANTZ JR
 NAME: SUZETTE P FRANTZ
 NAME:
 NAME:

BUYER'S ADDRESS: EMPIRE STREET

CITY: HAWK RUN

COUNTY: CLEARFIELD

STATE: PA ZIP: 1684

PHONE: 814/342-4980

S. SEC. #(S): 195-38-1213 203-42-176

PROPOSED LOCATION OF MANUFACTURED HOME: EMPIRE STREET HAWK RUN, PA 16840

"I," "me" or "us" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "you" or "your" means the seller any assignee. This contract will be submitted to the Creditor indicated below, at a local office, and if approved, it will be assigned to 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: SECURITY PACIFIC HOUSING SERVICES, A DIVISION OF BANK OF AMERICA, FSI

Description of Manufactured Home:	TRADE NAME: COLONY	MODEL: KE348
	YEAR: 95 NEW: X USED:	LENGTH: 80 ft. WIDTH: 14
SERIAL NUMBERS: ST07607A		
ITEM SERIAL NUMBER	ITEM SERIAL NUMBER	
ADDITIONAL ACCESSORIES AND FURNISHINGS:		

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

11.50 %

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 to 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
11.50 %	\$ 29,036.20	\$ 26,330.00	\$ 55,366.20	\$ 7,000.00
		See #7	Fin. Charge + Amount Fin.	\$ 62,366.20
				Total Pay. + Downpayment

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

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

	Number of Payments	Amount of Payments	When Payments Are Due
My payment schedule will be:	180	\$ 307.59	Monthly, beginning June 19, 1994
		\$.00	Monthly, beginning 1994
		\$.00	Monthly, beginning 1994
		\$.00	Monthly, beginning 1994

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

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

EXHIBIT

TABLER

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Incl. Sales Tax of \$.00): \$ 33,285.00

2. a. Cash Downpayment \$ 3,500.00

b. Trade-In (Year, Make, Model): 76 ASTRO CEDARBROOK
Length 65 Width 14
Gross Value \$ 3,500.00 Liens \$.00
(Seller to pay off)

Net Trade-In Value \$ 3,500.00

Total Downpayment \$ 7,000.00

3. Unpaid Balance of Cash Price (1 minus 2) \$ 26,285.00

4. Amounts paid to others on my behalf:

a. To Insurance Companies:

(1) Property Insurance \$.00

(2) Credit Life Insurance \$.00

b. To Public Officials:

(1) Certificate of Title \$ 25.00

(2) \$.00

c. To Seller:

For: \$.00
(Prepaid Finance Charge)

d. To:

For: PERMIT \$ 20.00

e. To:

For: \$.00

Total (a + b + c + d + e) \$ 45.00

5. Unpaid Balance (3 plus 4) \$ 26,330.00

6. Prepaid Finance Charge \$.00

7. Amount Financed (5 minus 6) \$ 26,330.00

INSURANCE

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

Type of Insurance	Term	Premium
Broad Form Comp.	OMOS	\$.00
Mobile Home Owners	OMOS	\$.00
SERV CNTRT		\$

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

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

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

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

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

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

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

SELLER: BLACKS HOME SALES INC

SELLER'S ADDRESS: 745 OLD ROUTE 22
DUNCANSVILLE, PA 16635

SELLER'S SIGNATURE: Donna Lison
SELLER'S TITLE: Sales Agent

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

John H Frantz Jr.
(Signature of Buyer)

Suzette P Frantz
(Signature of Co-Buyer)

DATE OF THIS CONTRACT: May 19 1995

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

ATTORNEY FEES: If you hire an attorney who is not your salaried employee to collect what I owe under this contract or to take 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 a notice of default.

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

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

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

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

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

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

NOTICE

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

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON OTHER PAGE ("Creditor")

With respect to this retail installment contract ("contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this contract; (3) this contract arose from the bona fide sale of the merchandise described in this contract; (4) the downpayment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) any trade-in, or other consideration, received as any part of the downpayment, is accurately described on the other page, and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on the other page and has been paid off by Seller prior to or contemporaneously with the assignment of this contract to Creditor; (6) there is now owing on this contract the amount set forth herein; (7) this contract and any guaranty submitted in connection herewith is in all respects legally enforceable against each purported signatory thereof; (8) Seller has the right to assign this contract and thereby to convey good title to it; (9) in the event 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.

APP #: 7566503
POWER OF ATTORNEY

I (we) hereby appoint Security Pacific Housing Services, A Division of Bank of America, FSB as my (our) attorney-in-fact to apply for a certificate or duplicate certificate of title, and to register and/or transfer title to the manufactured home described as follows:

<u>1995</u>	<u>COLONY</u>	<u>KE348</u>
Year	Make	Model
<u>ST07607A</u>		<u>80X14</u>
Serial No.		Size

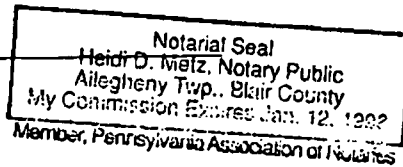
and for said purposes to sign my (our) name and do all things necessary to this appointment.

<u>5-19-95</u>	<u>John H Frantz Jr</u>
Date	JOHN H FRANTZ JR Owner
<u>5-19-95</u>	<u>Suzette P Frantz</u>
Date	SUZETTE P FRANTZ Owner

Subscribed and sworn to before me on this 19 day of May, 1995.

Heidi D. Metz
Notary Public

My commission expires: _____



75202612

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

10,414

951920021001016-001



TITLE

ST07607A

95

COLONY

48629893901 FR

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

MH

D

10,001

BODY TYPE

DUP

SEAT CAP

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

7/27/95

7/27/95

7/27/95

EXEMPT

4

DATE PA TITLED

DATE OF ISSUE

PRIOR TITLE STATE

ODOM. PROCD. DATE

ODOM. MILES

ODOM. STATUS

ODOMETER STATUS

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

TITLE BRANDS

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

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JOHN H FRANTZ JR &
 SUZETTE P FRANTZ
 PO BOX 126
 EMPIRE ST
 HAWK RUN PA 16840

FIRST LIEN FAVOR OF:

SPHS BANK OF AMERICA
 FSB

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007
 SPHS BANK OF AMERICA
 FSB
 180 SHEREE BLVD
 SUITE 3200
 EXTON PA 19341

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

BY

AUTHORIZED REPRESENTATIVE

BRADLEY L MALLORY

Secretary of Transportation

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.

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

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

SIGN IN PRESENCE OF

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 AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

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).

LIEN DATE:

IF NO LIEN CHECK BOX ☐

FIRST LIENHOLDER:

NAME

STREET

CITY

STATE

ZIP

LIEN DATE:

IF NO LIEN CHECK BOX ☐

SECOND LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

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

02615072

EXHIBIT

NOTICE OF INTENTION TO ACCELERATE, COMMENCE LEGAL ACTION OR REPOSSESS

December 12, 2002

GREENPOINT CREDIT, LLC
P.O. BOX 723308
ATLANTA, GA 31139
888 472-7338

RE: Manufactured Home Loan - Account #000007520261200001

JOHN H. FRANTZ, JR.
PO BOX 126
HAWK RUN PA 16840-0126

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)	\$ 638.14
Late Charge(s)	\$ 13.14
Total Due Now	\$ 651.28

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.

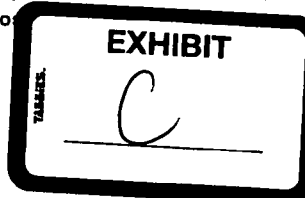
If we elect to exercise our rights against you by repossession of the manufactured home you may, at any time before we sell or otherwise dispose of the manufactured home or enter into a contract for its sale or other disposition, (which shall be at least 45 days after postmark of this notice), redeem 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.

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) 095-07-0000075202612-00001



NOTICE OF INTENTION TO ACCELERATE, COMMENCE LEGAL ACTION OR REPOSSESS

December 12, 2002

GREENPOINT CREDIT, LLC
P.O. BOX 723308
ATLANTA, GA 31139
888 472-7338

RE: Manufactured Home Loan - Account #000007520261200001

SUZETTE P. FRANTZ
PO BOX 126
HAWK RUN PA 16840-0126

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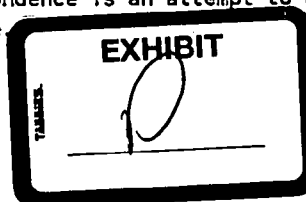
If we elect to exercise our rights against you by repossession of the manufactured home you may, at any time before we sell or otherwise dispose of the manufactured home or enter into a contract for its sale or other disposition, (which shall be at least 45 days after postmark of this notice), redeem 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.


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PA (144) 095-07-0000075202612-00001



VERIFICATION

I, Brenee Taylor, Legal Processor, and duly authorized representative of Greenpoint Credit LLC, do hereby depose and say subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of my information and belief.


Brenee Taylor
Legal Processor
Greenpoint Credit LLC

FILED

FEB 06 2003

M 11:22 AM

Aug 21 85.00
acc shs

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit, LLC,

Plaintiff,

v.

John H. Frantz, Jr. and Suzette P. Frantz,

Defendants.

CIVIL DIVISION

No. 03-170-CD

TYPE OF PLEADING:

PRAECIPE TO DISCONTINUE

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit, LLC

COUNSEL OF RECORD:
Edward F. Voelker, Jr.
PA I.D.#55414

Voelker & Associates, P.C.
Firm #332

Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604

(412) 765-0543

FILED

SEP 29 2003

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Plaintiff's Praecipe to Discontinue was served upon the following by First Class United States Mail, postage prepaid, this 25nd day of September, 2003, at the following addresses:

**John H. Frantz, Jr. and Suzette P. Frantz
Empire Street
Hawk Run, PA 16840**

VOELKER & ASSOCIATES, P.C.

By: 

Edward F. Voelker, Jr.
Attorney for Plaintiff

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

CIVIL DIVISION

Greenpoint Credit, LLC

Vs.

No. 2003-00170-CD

**John H. Frantz Jr.
Suzette P. Frantz**

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 September 29, 2003, marked:

Discontinued, settled and ended.

Record costs in the sum of \$181.07 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of September A.D. 2003.

William A. Shaw, Prothonotary

WILLIAM A. SHAW
PROTHONOTARY
P.O. BOX 549
CLEARFIELD, PA 16830
(814)765-2641, Ext. 19

MEANS OF OBTAINING BIRTH CERTIFICATES

.....

- 1.) PA. DEPT. OF HEALTH
Division of Vital Statistics
P.O. Box 1528
New Castle, PA 16103

(724) 656-3100

Approximately 4-5 days

- 2.) HOUSE OF REPRESENTATIVES

- a.) Dan Surra
27 E. Park Ave.
DuBois, PA 15801

(814) 375-4688

- b.) Camille Bud George
430 Spring Street
Houtzdale, PA 16651

(814) 378-6279

Approximately 7-10 days

- 3.) MAIL IN APPLICATION TO:

PA. Dept. of Health
Division of Vital Statistics
P.O. Box 1528
New Castle, PA 16103

ALLOW 4-6 WEEKS FOR RECEIPT OF BIRTH CERTIFICATE

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13634

GREENPOINT CREDIT LLC

03-170-CD

VS.

FRANTZ, JOHN H. JR. & SUZETTE P.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW MARCH 3, 2003 AT 11:01 AM EST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON SUZETTE P. FRANTZ, DEFENDANT AT RESIDENCE, EMPIRE ST. HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN FRANTZ, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW MARCH 3, 2003 AT 11:01 AM EST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON JOHN H. FRANTZ, JR., DEFENDANT AT RESIDENCE, EMPIRE ST. HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN FRANTZ, JR. 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
36.07	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.


Sworn to Before Me This

19th Day Of March 2003





So Answers,


Chester A. Haykins
Sheriff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 13911
NO: 03-170-CD

PLAINTIFF: GREENPOINT CREDIT, LLC.
vs.
DEFENDANT: FRANTZ, JOHN H., JR.

WRIT OF EXECUTION POSSESSION

FILED
03-170-CD
MAR 31 2009
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

DATE RECEIVED WRIT: 4/10/2003

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/31/2009

DATE DEED FILED

PROPERTY ADDRESS EMPIRE STREET HAWK RUN , PA 16840

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$55.92

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

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

GREENPOINT CREDIT, LLC.

VS

FRANTZ, JOHN H., JR.

1 4/17/2003 @ 2:29 PM SERVED JOHN H. FRANTZ JR.

SERVED JOHN H. FRANTZ, JR., DEFENDANT, AT HIS RESIDENCE EMPIRE STREET, HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN H. FRANTZ

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

2 4/17/2003 @ 2:29 PM SERVED SUZETTE P. FRANTZ

SERVED SUZETTE P. FRANTZ, DEFENDANT, AT HER RESIDENCE EMPIRE STREET, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN H. FRANTZ, HUSBAND/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

NOW, APRIL 30, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY THAT THE DEFENDANTS ARE GOING TO MAKE PAYMENT ARRANGEMENTS WHICH WILL STOP THE REPOSSESSION..

@ SERVED

NOW, MAY 5, 2003 RECEIVED A FAX LETTER TO DELAY THE WRIT OF POSSESSION FOR TWO WEEKS TO ALLOW TIME FOR THE DEFENDANTS TO MAKE FULL PAYMENT.

@ SERVED

NOW, MAY 21, 2003 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE WRIT OF POSSESSION; BUT TO LEAVE THE FILE OPEN FOR FURTHER ACTION.

@ SERVED

NOW, MARCH 31, 2009 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA

GREENPOINT CREDIT, LLC.

Plaintiff,

vs.

JOHN H. FRANTZ, JR, AND SUZETTE P.
FRANTZ,

Defendants.

CIVIL DIVISION

NO. 03-170-CD

TYPE OF PLEADING:

WRIT OF POSSESSION

FILED ON BEHALF OF PLAINTIFF:

GREENPOINT CREDIT, LLC

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D.#55414

Voelker & Associates, P.C.

Firm #332

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

APR 10 2003

Attest.

William H. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA

GREENPOINT CREDIT, LLC.

CIVIL DIVISION

NO. 03-170-CD

Plaintiff,

vs.

JOHN H. FRANTZ, JR, AND SUZETTE P.
FRANTZ,

Defendants.

WRIT OF POSSESSION

Commonwealth of Pennsylvania)
)
County of Clearfield)

To the Sheriff of Clearfield County:

To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Greenpoint Credit, LLC. .

Mobile Home (serial number ST07607A) located at Empire Street, Hawk Run, PA 16840.

Date: 4-10-03

William L. Shuman
Prothonotary

Deputy


Received 4-10-03 @ 2:30 P.M.
Chester A. Wankin
By Cynthia Butler-Clayton

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Plaintiff Writ of Possession was served upon the following by First Class United States Mail, postage prepaid, this 8th day of April, 2003, at the following addresses:

**John H. Frantz, Jr.
Suzette P. Frantz
Empire Street
Hawk Run, PA 16840**

VOELKER & ASSOCIATES, P.C.

By: 
Edward F. Voelker, Jr.
Attorney for Plaintiff

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME JOHN H. FRANTZ JR.

NO. 03-170-CD

NOW, March 31, 2009, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Frantz, John H., Jr. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	9.00
SERVICE	9.00
MILEAGE	12.96
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	7.00
ADD'L POSTING	
ADD'L MILEAGE	12.96
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$55.92

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	
INTEREST @ %	0.00
FROM TO	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$75.92

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	

SHERIFF COSTS	55.92
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS	\$55.92
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TOTAL COSTS	\$75.92
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COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

April 30, 2003

Chad Callahan, Esquire
Voelker & Associates, P.C.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, Pennsylvania 15219-1604

RE: Greenpoint Credit LLC. vs. John H. Frantz, Jr. and Suzette P. Frantz
No.: 03-170-CD

Dear Mr. Callahan:

This letter is to confirm our discussion on April 30, 2003. Mr. and Mrs. Frantz are going to contact Natalie Marc to make arrangements to pay \$1326 (One Thousand Three Hundred and Twenty Six Dollars.) This amount will stop the current repossession/replevin action. It is our understanding that if Mr. and Mrs. Frantz continue to make the regular payments thereafter that Greenpoint will not take action to execute on the judgment in replevin. I have instructed Mr. and Mrs. Frantz to verify with Natalie the amount of their next payment and the date it is due. Please let me know if you need anything further. Thank you for your cooperation in this matter.

Very truly yours,

MIDPENN LEGAL SERVICES
By

Robin Jean Foor
Attorney at Law

RJF: djo


From: Voelker and Associates, P.C.
Vince Ponzio – Paralegal

Fax to: 814-765-5915

To: Clearfield County Sheriff's Office – *ATTN: CINDY*

Re: Please Cancel Service of Writ of Possession
Greenpoint V. Frantz
Our File No. 021035-14

This transmittal is to request that the Clearfield County Sheriff's office cancel the service of the Writ of Possession for the aforementioned court action, case number 03-170-CD, until further notice. This file has not been closed and the service of this Writ may be required at some point per our client's instructions. Our office will contact you should this again be a necessary action. Thank you.

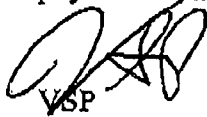

VSP
CC: Chad Callahan
To File

From: Voelker and Associates, P.C.
Vince Ponzio-Paralegal

To: Clearfield County Sheriff's Office

Re: Please Delay Service of Writ of Possession
Greenpoint V. Frantz - 021035-14

This Transmittal is to request a delay in the Service of the Writ of Possession for the aforementioned court action, with a case number of 03-170-CD. Please delay for a period of two weeks from today's date (5/5/03). The Defendant has submitted a payment to the Plaintiff, however the sum was not paid in full, and Defendant needs more time to make full payment. Our office will contact you as to the status of this service once we receive the necessary information from our client regarding payment. Thank you.


VSP

CC: Chad Callahan, ESQ
To File