

GREENPOINT CREDIT LLC, as servicing  
agent for BankAmerica Housing Services

2003-188-CB

VS.

JOHN F. RUFFANER II AND CHRISTIAN L.  
PONISH

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.

John M. Ruffaner II and Christian L.  
Ponish,

Defendants.

CIVIL DIVISION

No. 03-188-CD

Complaint in Civil Action - Replevin

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

Counsel of Record for this Party:

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

**FILED**

FEB 11 2003

William A. Shaw  
Prothonotary

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED 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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GreenPoint Credit LLC, as servicing	)	CIVIL DIVISION
agent for BankAmerica Housing	)	
Services, a division of Bank of	)	No.
America FSB,	)	
	)	Complaint in Replevin
Plaintiff,	)	
	)	
v.	)	
	)	
John M. Ruffaner II and Christian L.	)	
Ponish,	)	
	)	
Defendants.		

NOTICE

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 A LIEN AGAINST PROPERTY.

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

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

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
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.

John M. Ruffaner II and Christian L.  
Ponish,

Defendants.

) CIVIL DIVISION

) No.

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) 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, 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, Pennsylvania 15317.

2. John M. Ruffaner II and Christian L. Ponish, hereinafter referred to as "Defendants," are individuals whose last known address is Swank Street, Box 316, Irvona, Pennsylvania 16656.

3. On or about May 25, 1998, Defendants purchased a Redman Homes New Moon Manufactured Home, Serial Number 12230176, (the "Mobile Home"), from Ross Mobile Homes Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. BankAmerica Housing Services, a division of Bank of America FSB (herein after referred to as "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. Subsequently, BankAmerica transferred its servicing rights and interest under the Security Agreement to Plaintiff, GreenPoint Credit LLC.

6. Plaintiff avers that the approximate retail value of said Mobile Home is \$30,500.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Swank Street, Box 316, Irvona, Pennsylvania 16656.

7. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of February 6, 2003, the Defendants' payments of interest and principal were in arrears in the amount of \$1,538.70. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of February 6, 2003, is \$31,323.12.

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

9. Defendants 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, Defendants will pay:

- a. 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 Credit LLC, as servicing agent for BankAmerica Housing Services, a division of Bank of America FSB was required to retain an attorney and did so retain Attorney Erin P. Dyer.

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

a) judgment against Defendants 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 12 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 Defendants in the amount of \$31,323.12 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.

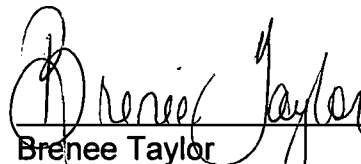


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Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Plaintiff  
2021 Murray Avenue, Suite B  
Pittsburgh, PA 15217  
(412) 422-8975

## VERIFICATION

Brenne Taylor is a 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 her knowledge, information and belief.



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Brenne Taylor  
GreenPoint Credit, LLC

**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: JOHN M. RUFFANER II  
 NAME: CHRISTIAN L. PONISH  
 NAME: \_\_\_\_\_

FOR OFFICE USE ONLY	LOAN PLAN: <u>F01 041398</u>
	OFFICE NUMBER: <u>79061</u>
	LOAN SOURCE NO.: <u>750164</u>
	ACCT. NO.: <u>61301343</u>
	FUNDING CODE: _____

**BUYER'S** NAME: \_\_\_\_\_ **COJNTY:** CLEARFIELD  
**ADDRESS:** SWANK ST PO BOX 316 **CITY:** IRVONA **STATE:** PA **ZIP:** 16656  
**PHONE:** 672-5853 **S. SEC. #(S):** 179-64-1410 188-66-1607  
**PROPOSED LOCATION OF MANUFACTURED HOME:** BOX 316 SWANK ST, IRVONA, PA 16656

"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:

10.50 % 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 04/15/23, 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:  <u>10.50 %</u>	The dollar amount the credit will cost me:  <u>\$ 57,103.00</u>	The amount of credit provided to me or on my behalf:  <u>\$ 31,160.00</u>	The amount I will have paid after I have made all payments as scheduled:  <u>\$ 88,263.00</u>	The total cost of my purchase on credit including my down payment of:  <u>\$ 4,400.00</u> <u>\$ 92,663.00</u>
		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.

	Number of Payments	Amount of Payments	When Payments Are Due
My payment schedule will be:	300	\$ 294.21	Monthly, beginning <u>MAY 15</u> , 19 <u>98</u>
		\$ .00	Monthly, beginning _____, 19 _____
		\$ .00	Monthly, beginning _____, 19 _____
		\$ .00	Monthly, beginning _____, 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"**  
**ORIGINAL COPY**

041398

**Description of  
Manufactured  
Home:**TRADE NAME: REDMAN HOMESMODEL: NEW MOONYEAR: 97 NEW: X USED: \_\_\_\_\_LENGTH: 80 ft. WIDTH: 16 ft.SERIAL  
NUMBERS: 122-30176

ITEM	SERIAL NUMBER
ADDITIONAL AIR CONDITNG	
ACCESSORIES DECK	
AND FURNISHINGS:	

ITEM	SERIAL NUMBER
SKIRTING	

ADDITIONAL AIR CONDITNG  
ACCESSORIES DECK  
AND FURNISHINGS:

SKIRTING

**ITEMIZATION OF AMOUNT FINANCED**

- Cash Price (Including Sales Tax of \$ .00): \$ 35,500.00
  - Cash Down Payment \$ .00
    - Trade-In (Year, Make, Model): 85 DEROSE ROSEMONT  
Length 70 Width 14  
Gross Value \$ 4,400.00 Liens \$ .00  
(Seller to pay off)  
Net Trade-In Value \$ 4,400.00  
Total Down Payment \$ 4,400.00
  - Unpaid Balance of Cash Price (1 minus 2) \$ 31,100.00
  - Amounts paid to others on my behalf:\*
    - To Insurance Companies:
      - Property Insurance \$ .00
      - Credit Life Insurance \$ .00
    - To Public Officials:
      - Certificate of Title \$ 22.50
      - FILING FEES \$ 5.00
    - To Creditor:
 For: \$ .00
    - To:
 For: NOTARY FEES  
\$ 32.50
    - To:
 For: \$ .00
    - To:
 For: \$ .00
    - To:
 For: \$ .00
    - To:
 For: \$ .00
- Total (a + b + c + d + e + f + g + h) \$ 60.00
- Unpaid Balance (3 plus 4) \$ 31,160.00
  - Prepaid Finance Charge \$ .00
  - Amount Financed (5 minus 6) \$ 31,160.00

\*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	\$ <u>.00</u>
	OMOS	\$ <u>.00</u>
		\$ <u>.00</u>

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

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

Proposed Insured \_\_\_\_\_  
Proposed Insured \_\_\_\_\_  
(Only spouse can be insured jointly.)

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

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

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

## ADDITIONAL TERMS AND CONDITIONS

**SECURITY INTEREST:** I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and 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 item listed as "Additional Accessories and Furnishings" on page 1 of this Contract, (3) any refunds of unearned insurance premium financed in this Contract, (4) any substitutions or replacements of the foregoing, and (5) all proceeds of such Manufacture 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. An 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 as 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.

**d. Self-Help, Foreclosure, and Provisional Remedies.** The provisions of this paragraph shall not limit any rights that you or 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 or 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 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**

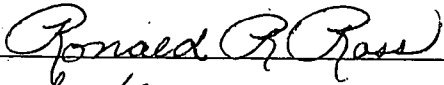
**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**


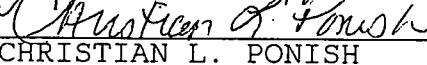
YOU AND I HAVE READ AND FULLY UNDERSTAND THIS CONTRACT, INCLUDING THE PARAGRAPH CALLING FOR RESOLVING DISPUTES BY ARBITRATION, REFERENCE, OR TRIAL BY A JUDGE, AND NOT BY JURY TRIAL, AND AGREE THAT THIS CONTRACT SETS FORTH OUR ENTIRE AGREEMENT AND THAT NO OTHER PROMISES HAVE BEEN MADE.

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

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):

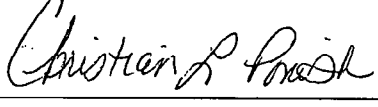
SELLER: ROSS MOBILE HOMES INC  
SELLER'S ADDRESS: 1648 E PLEASANT VALLEY BLVD  
ALTOONA, PA 166020000  
SELLER'S SIGNATURE:   
SELLER'S TITLE: Sec. Treas.

  
JOHN M. RUFFANER II  
  
CHRISTIAN L. PONISH

DATE OF THIS CONTRACT: May 25, 1998

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

  
(Signature of Buyer)

  
(Signature of Co-Buyer)

#### ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON PAGE 1 ("Creditor")

With respect to this retail installment contract ("Contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this Contract; (3) this Contract arose from the bona fide sale of the merchandise described in this Contract; (4) the 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.

This contract has been assigned to GreenPoint Credit Corp. under the Stock Purchase Agreement between BankAmerica Corporation and GreenPoint Credit Corp. dated April 11, 1998, as amended.

This Contract has been assigned to the First National Bank of Chicago, as Trustee under the Pooling and Servicing Agreement dated as of November 1, 1998 (between such Trustee and GreenPoint Corp.) or to any successor Trustee thereunder.



## COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF TITLE FOR A VEHICLE

10,656

981760011003361-001

6/30/83

12230126			97	NEW MOON	32260953001 RU	
VEHICLE IDENTIFICATION NUMBER			YEAR	MAKE OF VEHICLE	TITLE NUMBER	
BH	0			7/29/98	EXEMPT	4
BODY TYPE	QUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROCD. DATE	ODOM. MILES	ODOM. STATUS
7/29/98	7/29/98					
DATE PA TITLED	DATE OF ISSUE		UNLADEN WEIGHT	GVWR	GCWR	TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW  
REGISTERED OWNER(S)JOHN M II RUFFANER &  
CHRISTIAN L PONISH  
SWANK ST  
P O BOX 316  
IRVONA PA 16656

FIRST LIEN FAVOR OF:

BANKAMERICA FSB

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

BANKAMERICA FSB  
400 SOUTHPOINTE BLVD  
STE 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

- 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
- D = COLLECTIBLE VEHICLE
- F = OUT OF COUNTRY
- G = ORIGINALLY MFGD. FOR NON-USA DISTRIBUTION
- H = AGRICULTURAL VEHICLE
- L = LOGGING VEHICLE
- P = IS/WAS A POLICE VEHICLE
- R = RECONSTRUCTED
- S = STREET ROD
- T = RECOVERED THEFT VEHICLE
- V = VEHICLE CONTAINS REISSUED VIN
- W = FLOOD VEHICLE
- X = IS/WAS A TAXI

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.

MO.

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 ☐

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

SIGNATURE OF AP

SIGNATURE OF CO-AP

STORE IN A

EXHIBIT "B"

NUMBER

STATE

ZIP

ON OR ERASURE VOIDS THIS TITLE

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

20250506001

**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 #000006130134300001

JOHN M. RUFFANER II  
P O BOX 316  
IRVONA PA 16656

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)	\$ 923.22
Late Charge(s)	\$ 76.53
Total Due Now	\$ 999.75

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

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

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

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

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.  
PA (144) 095-11-0000061301343-1

EXHIBIT "C"



**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 #000006130134300001

CHRISTIAN PONISH  
P O BOX 316  
IRVONA PA 16656

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)	\$ 923.22
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Total Due Now	\$ 999.75

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

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

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

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

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) 095-11-0000061301343-00001



**FILED**

Atty Dyer

3/14/58

pd. 85.00

FEB 11 2003

2 cc Sheriff

William A. Shaw  
Prothonotary

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

Sheriff Docket # 13652

GREENPOINT CREDIT LLC

03-188-CD

VS.

RUFFANER, JOHN M. II and CHRISTIAN L. PONISH

COMPLAINT IN REPLEVIN

**SHERIFF RETURNS**

NOW FEBRUARY 18, 2003 AT 10:24 AM EST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON CHRISTINA L. PONISH, DEFENDANT AT RESIDENCE, ROSE ST., BOX 316, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRISTI CHRISTINA L. PONISH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: McCLEARY/NEVLING

NOW MARCH 3, 2003 AT 10:50 AM EST SERVED THE WITHIN COMPLAINT IN REPLEVIN ON JOHN M. RUFFANER, II, DEFENDANT AT EMPLOYMENT, RIVERSIDE PENN TRAFFIC, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN M. RUFFANER II A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/RYEN

**Return Costs**

Cost	Description
53.90	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

18<sup>th</sup> Day Of March 2003

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

*WAS*

So Answers,

Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

v.

John M. Ruffaner II and Christian L.  
Ponish,

Defendants.

CIVIL DIVISION

No. 03-188-CD

**FILED**

APR 10 2003

William A. Shaw  
Prothonotary

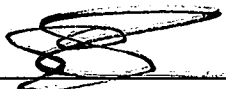
PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

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 Defendants John M. Ruffaner II and Christian L. Ponish for their failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendant, John M. Ruffaner II was served with the Complaint on March 3, 2003 and his answer was due to be filed on March 23, 2003. Defendant, Christina L. Ponish was served with the Complaint on February 18, 2003 and her answer was due to be filed on March 10, 2003.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendants at their last known address and to their attorney of record, if any, on March 25, 2003, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the Redman Homes New Moon Manufactured Home, Serial Number 12230176, 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.

John M. Ruffaner II and Christian L.  
Ponish,

Defendants.

CIVIL DIVISION

No. 03-188-CD

Via Certificate of Mailing  
John M. Ruffaner II  
Rose Street  
Box 316  
Irvona, Pennsylvania 16656


Via Certificate of Mailing  
Christian L. Ponish  
Rose Street  
Box 316  
Irvona, Pennsylvania 16656

Date of Notice: March 25, 2003

**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 E. 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. 03-188-CD
Bank of America FSB,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
John M. Ruffaner II and Christian	)	
L. Ponish,	)	
	)	
Defendants.		

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 Defendants' place of residence is Rose Street, Box 316, Irvona, Pennsylvania 16656, and that they are not in the military service of the United States or its allies, or otherwise subject to the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1904 and its amendments, 50 U.S.C. § 501, *et seq.* This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



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



**FILED**

No CC

~~NO~~ Notice to each Def.

M 19:15:36  
APR 10 2003

Any Dyes pd. 20.00

William A. Shaw  
Prothonetary

*WAS*

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.

John M. Ruffaner II and Christian  
L. Ponish,

Defendants.

) CIVIL DIVISION

)  
) No. 03-188-CD  
)  
)  
)  
)  
)  
)  
)

John M. Ruffaner II  
Rose Street  
Box 316  
Irvona, Pennsylvania 16656

Christian L. Ponish  
Rose Street  
Box 316  
Irvona, Pennsylvania 16656

**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

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

Plaintiff,

v.

John M. Ruffaner II and Christian  
L. Ponish,

Defendants.

) CIVIL DIVISION

)

)

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)

No. 03-188-CD

**FILED**

APR 10 2003

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:

Redman Homes New Moon Manufactured Home, Serial Number 12230176.

2. Inform John M. Ruffaner II and Christian L. Ponish that they have ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the Redman Homes New Moon 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 John M. Ruffaner II and Christian L. Ponish remaining after the above-mentioned time period and sell their interest therein.

A stylized, handwritten signature in black ink, appearing to read 'Erin P. Dyer', positioned above a horizontal line.

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

**FILED**

Atty Dyes pd. 2000

~~M 19, 20 2001~~ 1 cc 2 3 wnts to Shff

APR 10 2003

*g/b*

William A. Shaw  
Prothonetary

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. 03-188-CD
Bank of America FSB,	)	
	)	Writ of Possession
Plaintiff,	)	
	)	
v.	)	
	)	
John M. Ruffaner II and Christian	)	
L. Ponish,	)	
	)	
Defendants.		

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:

Redman Homes New Moon Manufactured Home, Serial Number 12230176.

2. You are directed to inform John M. Ruffaner II and Christian L. Ponish that they have ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the Redman Homes New Moon 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 John M. Ruffaner II and Christian L. Ponish, you are directed to levy upon any property of John M. Ruffaner II and Christian L. Ponish remaining after the above-mentioned time period and sell their interest therein.

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

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

*Seal of the Court:*

Date April 10, 2023

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13950

GREENPOINT CREDIT LLC ET AL

03-188-CD

VS.

RUFFANER, JOHN M. II

WRIT OF EXECUTION      POSSESSION

**SHERIFF RETURNS**

NOW, MAY 1, 2003 RECEIVED LETTER FROM ATTORNEY TO DISCONTINUE EFFORTS  
TO SERVE WRIT OF POSSESSION ON DEFENDANTS AND RETURN THE WRIT TO  
THE PROTHONOTARY.

NOW, JUNE 9, 2003 PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED  
ADVANCE TO THE ATTORNEY

NOW, JUNE 10, 2003 RETURN WRIT AS NOT BEING SERVED.

SHERIFF HAWKINS \$65.88

SURCHARGE \$20.00

PAID BY ATTORNEY

**FILED**

JUN 10 2003

0/8:40/11

William A. Shaw  
Prothonotary

*[Signature]*

Sworn to Before Me This

10 Day Of June 2003

*[Signature]*

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

So Answers,

*[Signature]*  
Chester A. Hawkins  
Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

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

Plaintiff,

v.

John M. Ruffaner II and Christian  
L. Ponish,

Defendants.

) CIVIL DIVISION  
)  
) No. 03-188-CD  
)  
) Writ of Possession  
)  
)  
)  
)

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:

Redman Homes New Moon Manufactured Home, Serial Number 12230176.

2. You are directed to inform John M. Ruffaner II and Christian L. Ponish that they have ten (10) days to remove personal items.

4. To satisfy the costs against John M. Ruffaner II and Christian L. Ponish, you are directed to levy upon any property of John M. Ruffaner II and Christian L. Ponish remaining after the above-mentioned time period and sell their interest therein.

Willie Lathan

(Deputy)

Chester A. Hawkins

By Cynthia Butler: Augsburg

Date April 10, 2003

**DYER LAW FIRM, P.C.**

*Attorneys and Counsellors at Law*  
2021 MURRAY AVENUE, SUITE B  
PITTSBURGH, PENNSYLVANIA 15217

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

May 1, 2003

**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. John M. Ruffaner II and Christian L. Ponish  
Civil Division No. 03-188-CD

Dear Sheriff:

Pursuant to your telephone conference with our office on May 1, 2003, please discontinue your efforts to serve the Writ of Possession in the above-referenced case. Kindly return the Writ to the Prothonotary's Office. Should GreenPoint need to reinstate action in this matter, I will contact the Prothonotary's Office and have the Writ reinstated.

The resolution of this case was possible as a result of your office's attention to it. Thank you for your assistance in this matter. Your efforts are greatly appreciated.

Very truly yours,



Erin P. Dyer

EPD: jmm