

04-261-CD
GREENPOINT CREDIT LLC, et al. vs. TIMOTHY M. OLOSKY

GreenPoint Credit et al vs Timothy Olosky
2004-261-CD

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,

CIVIL DIVISION

No. 04-261-CD

Plaintiff,

Complaint in Civil Action - Replevin

v.

Timothy M. Olosky,

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

Defendant.

Counsel of Record for this Party:

Erin P. Dyer, Esquire
PA ID Number: 52748
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

FILED

FEB 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

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 agent for BankAmerica Housing Services, a division of Bank of America FSB,)	CIVIL DIVISION
)	No.
Plaintiff,)	Complaint in Replevin
)	
v.)	
)	
Timothy M. Olosky,)	
)	
Defendant.)	

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. Meholic, 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,)	CIVIL DIVISION
)	No.
Plaintiff,)	THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS NOTICE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF ALIEN AGAINST PROPERTY.
v.)	
Timothy M. Olosky,)	
Defendant.)	

COMPLAINT

COUNT I - REPLEVIN

AND NOW, comes GreenPoint Credit LLC, as servicing agent for BankAmerica Housing Services, a division of Bank of America FSB, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. GreenPoint Credit LLC, as servicing agent for BankAmerica Housing Services, a division of Bank of America FSB, hereinafter referred to as "Plaintiff" or "GreenPoint," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at 400 Southpointe Boulevard, Southpointe Plaza I, Suite 230, Canonsburg, Pennsylvania 15317.
2. Timothy M. Olosky, hereinafter referred to as "Defendant," is an individual whose last known address is 31 Country Place, Dubois, Pennsylvania 15801.

3. On or about May 31, 1996, Defendant purchased a 1996 Colony Manufactured Home, Serial Number SU08822A, (the "Mobile Home"), from The Country Place, (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, 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." Thereafter, BankAmerica Housing Services, a division of Bank of America FSB assigned its servicing rights and responsibilities in said Security Agreement to Plaintiff, GreenPoint.

5. Plaintiff avers that the approximate retail value of said Mobile Home is \$13,500.00 and that the said Mobile Home is in the Defendant's possession and believed to be at Defendant's address as stated above.

6. Defendant defaulted under the terms of the Security Agreement by failing to make payments when due. As of February 7, 2004, the Defendant's payments of interest and principal were in arrears in the amount of \$1,238.73. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of February 7, 2004, is \$14,342.71.

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

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

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

10. The Security Agreement provides that in the event of default, Defendant 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.

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

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

COUNT II - DAMAGES

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

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

13. This Count is brought in the alternative to the relief sought in Count I.

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

a) judgment against Defendant in the amount of \$14,342.71 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

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



Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for GreenPoint Credit LLC, as
servicing agent for BankAmerica Housing
Services, a division of Bank of America FSB
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

VERIFICATION

Natalie Marc 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.



Natalie Marc
Natalie Marc
GreenPoint Credit, LLC

PENNNSYLVANIA

RETAIL INSTALLMENT CONTRACT
and SECURITY AGREEMENT

CONT...

MH FIXED RATE CONTRACT



LOAN PLAN: F01
OFFICE NUMBER: 79075
DEALER NO.: 750212
ACCNT. NO.: 75301921

NAME: TIMOTHY M. OLOSKY

BUYER(S):

NAME:

NAME:

NAME:

BUYER'S ADDRESS: 104 WAYNE ROAD

CITY: DUBOIS

COUNTY: CLEARFIELD

STATE: PA ZIP: 15801

PHONE: 371-8876

S. SEC. #(S): 196-66-3694

PROPOSED LOCATION OF MANUFACTURED HOME: 31 COUNTRY PLACE DUBOIS, PA 15801

"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 and any assignee. This contract will be submitted to the Creditor indicated below, at a local office, and if approved, it will be assigned to that Creditor. On the date of this contract, I buy from you on a credit sale basis the manufactured home described below, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

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

Description of Manufactured Home:	TRADE NAME: COLONY FACTORY CRAFTED HM	MODEL: LIMITED 304
SERIAL NUMBERS:	YEAR: 96 NEW: <input checked="" type="checkbox"/> USED: <input type="checkbox"/> SU08822A	LENGTH: 70 ft. WIDTH: 14 ft.
ADDITIONAL ACCESSORIES AND FURNISHINGS:	ITEM SERIAL NUMBER	ITEM SERIAL NUMBER
SKIRTING		

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

11.25 % per

year until the debt is fully paid. I'll pay this amount in installments as shown in the payment schedule. Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: 11.25 %	The dollar amount the credit will cost me: \$ 19,054.20	The amount of credit provided to me or on my behalf: \$ 17,736.00	The amount I will have paid after I have made all payments as scheduled: \$ 36,790.20	The total cost of my purchase on credit including my down payment of \$ 934.00 \$ 37,724.20

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

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

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

real property located at:

Number of Payments:	Amount of Payments:	When Payments Are Due:
My payment schedule will be:	180 \$ 204.39	Monthly, beginning <u>July 1st</u> .19 96
	\$.00	Monthly, beginning _____ .19 _____
	\$.00	Monthly, beginning _____ .19 _____
	\$.00	Monthly, beginning _____ .19 _____

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 original terms.

I am the remainder of the contract on the

ITEMIZATION OF AMOUNT FINANCED		
Cash Price (Incl. Sales Tax of \$.00) \$ 18,650.00		
a. Cash Downpayment	\$ 934.00	
b. Trade-In (Year, Make, Model):		
Length	Width	
Gross Value \$.00	Liens \$.00	(Seller to pay off)
Net Trade-In Value \$.00		
Total Downpayment	\$ 934.00	
Unpaid Balance of Cash Price (1 minus 2)	\$ 17,716.00	
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	\$ 15.00	
(2) FILING FEES	\$ 5.00	
c. To Seller:		
For: \$.00		(Prepaid Finance Charge)
d. To:		
For: \$.00		
	\$.00	
	\$.00	
a. To:		
For: \$.00		
	\$.00	
	\$.00	
Total (a + b + c + d + e)	\$ 20.00	
Unpaid Balance (3 plus 4)	\$ 17,736.00	
Prepaid Finance Charge	\$.00	
Amount Financed (5 minus 6)	\$ 17,736.00	

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

THE COUNTRY PLACE

R'S
IESS:

RD #2 BOX 69A

DUBOIS, PA 158010000

R'S
TURE:

Surf & Sodas
Salv. M.R.

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

Timothy M. Olosky
(Signature of Buyer)

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.	0MOS	\$.00
Mobile Home Owners	0MOS	\$.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	\$	
	Date	
(signature)		
	Date	
(signature)		

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

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):

Timothy M. Olosky
TIMOTHY M. OLOSKY

DATE OF THIS CONTRACT: May 31 19 96

(Signature of Co-Buyer)

ADDITIONAL TERMS AND CONDITIONS

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in all goods that are or may hereafter by operation of law become accessions to it, (2) 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 a 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 will 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 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 who 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) I fail to promptly pay any taxes and other liens and encumbrances on the Manufactured Home; 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. You are not required to send me this Notice when (1) you have already sent a Notice twice within the preceding one-year period, (2) I have abandoned or voluntarily surrendered the Manufactured Home, or (3) other extreme circumstances exist.

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

REMEDIES UPON DEFAULT: If I do not cure the default, you may do 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 get possession of the Manufactured Home, I will pay your reasonable attorney's fees, provided that prior to commencement of legal action such fees may not exceed \$50.00 and further provided that no attorney's fees may be charged prior to my receipt of the notice of default.

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 months; (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 meet 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, enabling 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 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 written 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.

INTERPRETATION: 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

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 fully competent to contract at the time of Buyer's execution of this contract; (3) this contract arose from the bona fide sale of merchandise described in this contract; (4) the downpayment was made by Buyer in cash unless otherwise specified and no 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 a 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 in; (7) this contract and any guaranty submitted in connection herewith is in all respects legally enforceable against each signatory thereof; (8) Seller has the right to assign this contract and thereby to convey good title to it; (9) in the event of 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 Billing 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 subject matter hereof and authorizes Creditor to do everything necessary to collect and discharge same. All the terms of any writing, written agreements between Seller and Creditor governing the purchase of contracts are made a part hereof by reference, understanding that Creditor relies upon the above warranties and upon said agreements in purchasing this contract.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE FOR A VEHICLE

75301921

10,146

TITLE

961730053007351-001

SU08822A

VEHICLE IDENTIFICATION NUMBER

96

COLONY

YEAR

MAKE OF VEHICLE

49791638801 OL

TITLE NUMBER

MH

0

SEAT CAP

PRIOR TITLE STATE

7/03/96

ODOM. PBODC DATE

EXEMPT

4

ODOM. MILES

ODOM. STATUS

7/03/96

7/03/96

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

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-US 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)

TIMOTHY M OLOSKY
31 COUNTRY PLACE
DU BOIS PA 15801

FIRST LIEN FAVOR OF:

BANK OF AMERICA FSB

SECOND LIEN FAVOR OF:

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.

FIRST LIEN RELEASED _____ DATE _____

SECOND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

BY _____ AUTHORIZED REPRESENTATIVE

031007

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

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.

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

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 AUTHORITY

SIGNATURE OF CO-APPLICANT/TITLE OF AUTH.
STORE IN A SAFE PLACE IF I
DO NOT WANT TO SIGN ON THE TITLEDID THIS TITLE
REACH THE BUREAU OF MOTOR VEHICLES
BY THE DATE STATED ON THE TITLE?

EXHIBIT "B"

ZIP

NOTICE OF DEFAULT

November 6, 2003

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

RE: Manufactured Home Loan -- Account # 000007530192100001

TIMOTHY M. OLOSKY
31 COUNTRY PLACE
DU BOIS, PA 15801

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)	\$	686.30
Late Charge(s)	\$	50.52
Total Due Now	\$	736.82

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 our 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) 095-95-0000075301921-00001

Via Certified Mail: 7103 5580 3025 1186 8096

EXHIBIT "C"



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. 04-261-CD
America FSB,)
Plaintiff,)
v.)
Timothy M. Olosky,)
Defendant.)

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

To the Prothonotary:

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

Respectfully submitted,



Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for GreenPoint
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

FILED

FILED

M 13/84 /Cert to Atty.
Copy to CJA

MAR 15 2004



William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

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

Vs. **No. 2004-00261-CD**
Timothy M. Olosky

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 March 15, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$85.00 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 15th day of March A.D. 2004.

William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

GREENPOINT CREDIT LLC

VS.

OLOSKY, TIMOTHY M.

COMPLAINT IN REPLEVIN

Sheriff Docket # 15223

04-261-CD

SHERIFF RETURNS

NOW MARCH 2, 2004 AT 11:15 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON TIMOTHY M. OLOSKY, DEFENDANT AT EMPLOYMENT, BI-L0, SANDY PLAZA, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TIM OLOSKY 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
46.50	SHERIFF HAWKINS PAID BY: ATTY CK# 2442
10.00	SURCHARGE PAID BY: ATTY Ck# 2443

Sworn to Before Me This

5th Day of March 2004
William A. Shaw

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

So Answers,

Chester Hawkins
My Marilyn Hawkins
Chester A. Hawkins
Sheriff

FILED
03/30/04
MAY 05 2004
[Signature]

William A. Shaw
Prothonotary/Clerk of Courts