



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

Plaintiff,

v.

Esther L. Haag and David S. Haag,

Defendants.

CIVIL DIVISION

No. 04-671-C

TYPE OF PLEADING:  
Complaint in Replevin

FILED ON BEHALF OF PLAINTIFF:  
Greenpoint Credit LLC

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

Chad R. Callahan  
PA I.D. #82058

Voelker & Associates, P.C.  
Firm #332

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

(412) 765-0543

**FILED**

MAY 13 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

Esther L. Haag and David S. Haag,

Defendants.

**NOTICE**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**David Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Extension 5982**

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Greenpoint Credit LLC,

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Plaintiff,

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**COMPLAINT IN REPLEVIN**

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

1. Esther L. Haag and David S. Haag, hereinafter referred to as "Defendants," are individuals whose last known address is 207 Haag Hill Road, Olanta, PA 16863.
2. Greenpoint Credit LLC hereinafter referred to as "Plaintiff," is a limited liability company and is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about August 25, 1999, Defendants entered into a "Retail Installment Contract, Security Agreement, Waiver of Trial by Jury and Agreement to Arbitration or Reference or Trial by Judge Alone," hereinafter referred to as the "Security Agreement," whereby Defendants purchased and financed from Family Mobile Homes, Inc., a 2000 Skyline Corp. Birchfield manufactured home (serial no. 49110399MAB) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and

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

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

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, Greenpoint Credit Corp., on or about August 25, 1999, as permitted by the Security Agreement.

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

7. Pursuant to the Security Agreement, Defendants promised to pay the financed amount of \$39,928.00.

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

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

10. Plaintiff avers that the approximate retail value of the Manufactured Home is unknown at the time of filing.

11. Defendants have defaulted under the Security Agreement by failing to make payments

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when due. As of May 6, 2004, the delinquent payment amount due and owing from Defendants to Plaintiff is \$3,134.50.

12. As of May 6, 2004; the amount owed by Defendants to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$41,503.50. The interest on said amount is accruing at the daily rate of \$12.29.

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

14. On March 11, 2004, Plaintiff provided each Defendant with a Notice of Default, true and correct copies of the same are marked as Exhibits "C" and "D" and are attached hereto and made a part hereof.

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

16. Plaintiff is entitled to attorneys fees under the terms of the Security Agreement.

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$41,503.50, plus attorneys fees in the amount of \$600.00, costs, interest from May 6, 2004, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan  
Attorneys for Plaintiff

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

PENNSYLVANIA

CONT

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

**BUYER(S):** NAME: ESTHER L. HAAG  
NAME: DAVID S. HAAG

**MH FIXED RATE CONTRACT**  
FOR  
OFFICE  
USE  
ONLY  
LOAN PLAN: F01 060999  
OFFICE NUMBER: 79061  
LOAN SOURCE NO: 750039  
ACCT. NO: 61302851  
FUNDING CODE: \_\_\_\_\_

BUYER'S NAME: \_\_\_\_\_  
ADDRESS: RD 1 BOX 422

COUNTY: CLEARFIELDSTATE: PA ZIP: 16863PHONE: (814) 236-1173 S. SEC. #S: 192-52-4799 164-46-2971PROPOSED LOCATION OF MANUFACTURED HOME: RD 1 BOX 422, OLANTA, PA 16863

"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:** GREENPOINT CREDIT CORP.

**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:

11.50 % 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 9-1-24, 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.

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>	<b>Total Sale Price</b>
The cost of my credit as a yearly rate:  <u>11.50 %</u>	The dollar amount the credit will cost me:  <u>\$ 81,830.00</u>	The amount of credit provided to me or on my behalf:  <u>\$ 39,928.00</u>	The amount I will have paid after I have made all payments as scheduled:  <u>\$ 121,758.00</u>	The total cost of my purchase on credit including my down payment of <u>\$ 4,470.00</u> :  <u>\$ 126,228.00</u>

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

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

My payment schedule:  will be:	Number of Payments	Amount of Payments	When Payments Are Due		
			1st	2nd	3rd
300	\$ 405.86		Monthly, beginning <u>October 1</u>	, 19	99
	\$ .00				
	\$ .00				
	\$ .00				

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.

060999

Description of  
Manufactured  
Home:

TRADE NAME: SKYLINE CORP. MODEL: BIRCHFIELD

YEAR: 00 NEW: X USED: LENGTH: 44 ft. WIDTH: 28 ft.

SERIAL  
NUMBERS: 4911-0399MAB

ITEM SERIAL NUMBER ITEM SERIAL NUMBER

ADDITIONAL SKIRTING  
ACCESSORIES OIL TANK  
AND FURNISHINGS:

2 DECKS

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including Sales Tax of \$ .00):	\$ 42,860.00
2. a. Cash Down Payment	\$ .00
b. Trade-In (Year, Make, Model):	71 NAMCO UNKNOWN
Length 60	Width 12
Gross Value \$ 4,470.00	Liens \$ .00 (Seller to pay off)
Net Trade-In Value	\$ 4,470.00
Total Down Payment	\$ 4,470.00
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 38,390.00
4. Amounts paid to others on my behalf:	
a. To Insurance Companies:	
(1) Property Insurance	\$ 1,475.00
(2) Credit Life Insurance	\$ .00
b. To Public Officials:	
(1) Certificate of Title	\$ 22.50
(2) FILING FEES	\$ 5.00
c. To Creditor:	
For:	\$ .00
d. To:	
For: NOTARY FEES	\$ 35.50
e. To:	
For:	\$ .00
f. To:	
For:	\$ .00
g. To:	
For:	\$ .00
h. To:	
For:	\$ .00
Total (a + b + c + d + e + f + g + h)	\$ 1,538.00
5. Unpaid Balance (3 plus 4)	\$ 39,928.00
6. Prepaid Finance Charge	\$ .00
7. Amount Financed (5 minus 6)	\$ 39,928.00

\* 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
X Physical Damage Coverage	60MOS	\$ 1,475.00
	0MOS	\$ .00
		\$ .00

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

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

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

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

Type of Coverage	Term	Premium
Single		\$ .00
Joint		\$ .00

Date \_\_\_\_\_  
(signature)

Date \_\_\_\_\_  
(signature)

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

## ADDITIONAL TERMS AND CONDITIONS

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

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

### PROPERTY INSURANCE:

- a. **Minimum Coverage.** I am required to provide physical damage insurance coverage protecting the Manufactured Home for the term of this Contract against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood, for which you require insurance, in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time under this Contract (the "Minimum Coverage"). The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for a 10-day notice of cancellation to you. Unless you consent in writing, I shall not add any additional loss payee to the insurance policy. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this Contract, I must obtain no less than the Minimum Coverage at my expense for the remaining term of this Contract. Should I fail to maintain the Minimum Coverage, you may, but are not obligated to, obtain insurance coverage. I agree that any insurance you purchase may be for the protection of only your interest in the Manufactured Home, may not fully protect me in the event of a loss, and may be for such reasonable period as you determine. If you decide, in your sole discretion, to obtain insurance, you will notify me of that fact and that the cost, plus interest at the Contract rate, will be added to my debt. I will repay such amount during the term of the policy in the manner requested by you. I understand that the insurance premiums may be higher if you must purchase the insurance than might be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company which may receive a profit for this service.
- b. **Assignment and Application of Insurance Proceeds.** I hereby grant and assign to you the proceeds of any and all insurance coverage on the Manufactured Home, including any optional coverage, such as earthquake insurance, which in type or amount is beyond the Minimum Coverage. In the event of a loss to the Manufactured Home, I shall give prompt notice to you and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, you may do so on my behalf. All physical damage insurance proceeds, including proceeds from optional coverage, shall be applied to restoration or repair of the Manufactured Home, unless you and I agree otherwise in writing or unless such restoration or repair is not economically practical or feasible, or your security interest would be lessened. If such restoration or repair is not practical or feasible, or your security interest would be lessened, you shall apply the insurance proceeds to the remaining unpaid balance of this Contract, whether or not then due, and give me any excess. I authorize any insurer to pay you directly. I hereby appoint you as my limited attorney-in-fact to sign my name to any check, draft, or other document necessary to obtain such insurance payments.

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

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

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

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

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

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

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

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

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

**NOTICE**

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

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.

SELLER: FAMILY MOBILE HOMES, INC.

SELLER'S ADDRESS: 1683 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

SELLER'S SIGNATURE: David S. Haag

SELLER'S TITLE: President

BUYER(S) SIGNATURE(S):

Esther L. Haag  
ESTHER L. HAAG  
David S. Haag  
DAVID S. HAAG

DATE OF THIS CONTRACT: August 25, 1999

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

#### 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.

**COMMONWEALTH OF PENNSYLVANIA**  
**CERTIFICATE OF TITLE FOR A VEHICLE**

7,272 601302851  
**992720052005495-001**

**49110399MAB**  
 VEHICLE IDENTIFICATION NUMBER

**2000**  
 YEAR

**SKYLINE**  
 MAKE OF VEHICLE

**S9917228101 HA**  
 TITLE NUMBER

**MH**  
 BODY TYPE

**0**  
 CUP

**SEAT CAP**

PRIOR TITLE STATE

**10/28/99**  
 ODOM. PROCD. DATE

**EXEMPT**  
 ODOM. MILES

**4**  
 ODOM. STATUS

**10/28/99**  
 DATE PA TITLED

**10/28/99**  
 DATE OF ISSUE

UNLADEN WEIGHT

GWIR

GWIR

TITLE BRANDS

**ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW**

REGISTERED OWNER(S)

**ESTHER L & DAVID S HAAG**

**RD 1 BOX 422  
 OLANTA PA 16863**

FIRST LIEN FAVOR OF:

**GREENPOINT CREDIT CORP.**

SECOND LIEN FAVOR OF:

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 IMPORTED FOR NON-U.S.  
 DISTRIBUTION  
 H = AGRICULTURAL VEHICLE  
 L = LOGGING VEHICLE  
 P = IS/WAS A POLICE VEHICLE  
 R = RECONSTRUCTED  
 S = STREET ROD  
 T = RELOCATED/THFT VEHICLE  
 V = VEHICLE CONTAINS REISSUED VIN  
 W = FLOOD VEHICLE  
 X = IS/WAS A TAXI

FIRST LIEN RELEASED

DATE

SECOND LIEN RELEASED

DATE

BY \_\_\_\_\_  
 MAILING ADDRESS

**031807**

**GREENPOINT CREDIT CORP  
 400 SOUTHPOINTE BLVD  
 2ND FL  
 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

BY \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

I certify as of the date of issue, the official records of the Pennsylvania Department  
 of Transportation reflect that the person(s) or company named herein is the lawful owner  
 of the said vehicle.

**D. APPLICATION FOR TITLE AND LIEN INFORMATION**

SUBSCRIBED AND SWORN  
 TO BEFORE ME:

NO. **DAY** **YEAR**

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

**BRADLEY L GALLORY**

Secretary of Transportation

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE  
 APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE  
 COMPLETED.

If a co-purchaser other than your spouse is listed and you want the title to  
 be listed as "Joint Tenants With Right of Survivorship" (On death of one  
 owner, title goes to surviving owner.) CHECK HERE  Otherwise, the title  
 will be issued as "Tenants in Common" (On death of one owner, interest of  
 deceased owner goes to his/her heirs or estate).

1ST LIEN DATE:  IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:  IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

The undersigned hereby makes application for Certificate of Title to the vehicle described  
 above subject to the above-mentioned and other legal claims set forth herein.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE. IF LOST, APPLY FOR A DUPLICATE. ANY ALTERATION OR ERASURE VVOIDS THIS TITLE.

PENNSA 900-161-9898

**PLAINTIFF'S  
 EXHIBIT  
 B**

(TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.

**WARNING - FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

<b>A. ASSIGNMENT OF TITLE:</b>		Regulated dealer must complete lines MVS-A or MVS-B as required by law. If purchaser is NOT a registered dealer, Section D on the front of the form must be completed.
I We certify, to the best of my/our knowledge that the odometer reading is TENNESSEEX miles and reflects the actual mileage of the vehicle. unless one of the following boxes is checked <input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage. <b>WARNING: Odometer discrepancy</b> I We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.		
SUBSCRIBED AND SWEORN TO BEFORE ME		MO. DAY YEAR
SIGNATURE OF PERSON ADMINISTERING OATH		
SEAL	PURCHASER OR FULL BUSINESS NAME CO PURCHASER STREET ADDRESS CITY STATE ZIP PURCHASE PRICE OR DUN	
PURCHASER SIGNATURE		
CO PURCHASER SIGNATURE		
SELLER AND OR CO-SELLER MUST HANDPRINT NAME HERE		
SIGNATURE OF SELLER		
SELLER AND OR CO-SELLER MUST HANDPRINT NAME HERE		
SIGNATURE OF CO-SELLER		

**B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER:**

I We certify, to the best of my/our knowledge that the odometer reading is

TENNESSEEX

miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked

Reflects the amount of mileage in excess of its mechanical limits  Is NOT the actual mileage. **WARNING: Odometer discrepancy**

I We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWEORN  
TO BEFORE ME.

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

**RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER:**

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TENNESSEEX

miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked

Reflects the amount of mileage in excess of its mechanical limits  Is NOT the actual mileage. **WARNING: Odometer discrepancy**

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SUBSCRIBED AND SWEORN  
TO BEFORE ME.

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

**RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER:**

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TENNESSEEX

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unless one of the following boxes is checked

Reflects the amount of mileage in excess of its mechanical limits  Is NOT the actual mileage. **WARNING: Odometer discrepancy**

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SUBSCRIBED AND SWEORN  
TO BEFORE ME.

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

<b>C. <input type="checkbox"/> CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$</b>	
SEAL	PURCHASER OR FULL BUSINESS NAME CO PURCHASER STREET ADDRESS CITY STATE ZIP PURCHASE PRICE OR DUN
PURCHASER SIGNATURE	
CO PURCHASER SIGNATURE	
SELLER MUST HANDPRINT NAME HERE	
SIGNATURE OF SELLER	
SELLER MUST HANDPRINT NAME HERE	

ALL SELLERS SIGNATURES ON THIS SIDE MUST BE NOTARIZED. SIGN ONLY IN THE PRESENCE OF AN OFFICER EMPOWERED TO ADMINISTER OATHS.

**NOTICE OF DEFAULT**

March 11, 2004

GREENPOINT CREDIT, LLC  
P.O. BOX 507  
MEMPHIS, TN 38101  
888 472-7338

RE: Manufactured Home Loan -- Account # 000006130285100001

DAVID S. HAAC  
207 HAAG HILL RD  
OLANTA, PA 16863

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)	\$	1,079.38
Late Charge(s)	\$	112.58
Total Due Now	\$	1,191.96

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.

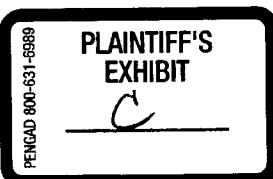
If we elect to exercise our rights against you by repossession of the manufactured home you may, at any time before we sell or otherwise dispose of the manufactured home or enter into a contract for its sale or other disposition, (which shall be at least 45 days after postmark of this notice), redeem 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) 095-11-0000061302851-00001

Via Certified Mail: 7103 5580 3025 1240 2800



**NOTICE OF DEFAULT**

March 11, 2004

GREENPOINT CREDIT, LLC  
P.O. BOX 507  
MEMPHIS, TN 38101  
888 472-7338

RE: Manufactured Home Loan -- Account # 000006130285100001

ESTHER L. HAAG  
207 HAAG HILL RD  
OLANTA, PA 16863

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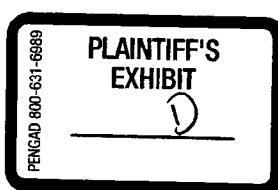
If we elect to exercise our rights against you by repossession of the manufactured home you may, at any time before we sell or otherwise dispose of the manufactured home or enter into a contract for its sale or other disposition, (which shall be at least 45 days after postmark of this notice), redeem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

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

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PA (144) 095-11-0000061302851-00001

Via Certified Mail: 7103 5580 3025 1240 2794



VERIFICATION

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

Ann Miles

Ann Miles  
Supervisor of Legal Department  
Greenpoint Credit LLC

In The Court of Common Pleas of Clearfield County, Pennsylvania

GREENPOINT CREDIT LLC

VS.

HAAG, ESTHER L. & DAVID S.

COMPLAINT IN REPLEVIN

Sheriff Docket #

15578

04-671-CD

**SHERIFF RETURNS**

NOW MAY 19, 2004 AT 10:29 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON DAVID S. HAAG, DEFENDANT AT RESIDENCE, 207 HAAG HILL ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID S. HAAG A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW MAY 19, 2004 AT 10:29 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON ESTHER L. HAAG, DEFENDANT AT RESIDENCE, 207 HAAG HILL ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID S. HAAG, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

**Return Costs**

Cost	Description
32.25	SHERIFF HAWKINS PAID BY: ATTY Ck3 6917
20.00	SURCHARGE PAID BY: ATTY CK# 6915

Sworn to Before Me This

86 Day Of June 2004  
William A. Shaw

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

JUN 08 2004



William A. Shaw  
Prothonotary

*COPY*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

Plaintiff,

v.

Esther L. Haag and David S. Haag,

Defendants.

CIVIL DIVISION

No. 04-671-C

TYPE OF PLEADING:  
Complaint in Replevin

FILED ON BEHALF OF PLAINTIFF:  
Greenpoint Credit LLC

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

Chad R. Callahan  
PA I.D. #82058

Voelker & Associates, P.C.  
Firm #332

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

(412) 765-0543

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

MAY 13 2004

Attest.

*W. L. Haag*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC.

CIVIL DIVISION

Plaintiff.

No.

v.

Esther L. Haag and David S. Haag.

Defendants.

**NOTICE**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**David Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Extension 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC.

CIVIL DIVISION

Plaintiff.

No.

v.

Esther L. Haag and David S. Haag,

Defendants.

**COMPLAINT IN REPLEVIN**

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

1. Esther L. Haag and David S. Haag, hereinafter referred to as "Defendants," are individuals whose last known address is 207 Haag Hill Road. Olanta, PA 16863.
2. Greenpoint Credit LLC hereinafter referred to as "Plaintiff," is a limited liability company and is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about August 25, 1999, Defendants entered into a "Retail Installment Contract. Security Agreement. Waiver of Trial by Jury and Agreement to Arbitration or Reference or Trial by Judge Alone." hereinafter referred to as the "Security Agreement," whereby Defendants purchased and financed from Family Mobile Homes, Inc., a 2000 Skyline Corp. Birchfield manufactured home (serial no. 49110399MAB) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and

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

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

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, Greenpoint Credit Corp., on or about August 25, 1999, as permitted by the Security Agreement.

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

7. Pursuant to the Security Agreement, Defendants promised to pay the financed amount of \$39,928.00.

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

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

10. Plaintiff avers that the approximate retail value of the Manufactured Home is unknown at the time of filing.

11. Defendants have defaulted under the Security Agreement by failing to make payments

when due. As of May 6, 2004, the delinquent payment amount due and owing from Defendants to Plaintiff is \$3,134.50.

12. As of May 6, 2004, the amount owed by Defendants to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$41,503.50. The interest on said amount is accruing at the daily rate of \$12.29.

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

14. On March 11, 2004, Plaintiff provided each Defendant with a Notice of Default, true and correct copies of the same are marked as Exhibits "C" and "D" and are attached hereto and made a part hereof.

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

16. Plaintiff is entitled to attorneys fees under the terms of the Security Agreement.

WHEREFORE. Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$41,503.50, plus attorneys fees in the amount of \$600.00, costs, interest from May 6, 2004, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



\_\_\_\_\_  
Chad R. Callahan  
Attorneys for Plaintiff

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

PENNSYLVANIA

CONT

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

BUYER(S): NAME: ESTHER L. HAAG  
NAME: DAVID S. HAAG  
NAME:  

FOR OFFICE USE ONLY	MH FIXED RATE CONTRACT LOAN PLAN: F01 060999 OFFICE NUMBER: 79061 LOAN SOURCE NO.: 750039 ACCT. NO.: <u>61302851</u> FUNDING CODE:
------------------------------	---

BUYERS NAME:    
ADDRESS: RD 1 BOX 422

COUNTY: CLEARFIELDSTATE: PA ZIP: 16863PHONE: (814) 236-1173 S. SEC. #S: 192-52-4799 164-46-2971

PROPOSED LOCATION OF MANUFACTURED HOME: RD 1 BOX 422, OLANTA, PA 16863

"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: GREENPOINT CREDIT CORP.

**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:

11.50 % 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 9-1-24, 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>11.50 %</u>	The dollar amount the credit will cost me: <u>\$ 81,830.00</u>	The amount of credit provided to me or on my behalf: <u>\$ 39,928.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$121,758.00</u>	The total cost of my purchase on credit including my down payment of <u>\$ 4,470.00</u> : <u>\$ 126,228.00</u>

See pt. 1 (page 2)

Fin. Charge + Amount Fin.

Total Pay. -&gt; 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
<u>300</u>	<u>\$ 405.86</u>	Monthly, beginning <u>October 1</u> , 19 <u>99</u>
<u> </u>	<u>\$ .00</u>	Monthly, beginning <u> </u> , 19 <u> </u>
<u> </u>	<u>\$ .00</u>	Monthly, beginning <u> </u> , 19 <u> </u>
<u> </u>	<u>\$ .00</u>	Monthly, beginning <u> </u> , 19 <u> </u>
<u> </u>	<u>\$ .00</u>	Monthly, beginning <u> </u> , 19 <u> </u>

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.

PENCO 800-631-6989

PLAINTIFF'S  
EXHIBIT  
A

060999

Description of Manufactured Home: TRADE NAME: SKYLINE CORP. MODEL: BIRCHFIELD

YEAR: 00 NEW: X USED:        LENGTH: 44 ft. WIDTH: 28 ft.

SERIAL NUMBERS: 4911-0399MAB

ITEM	SERIAL NUMBER	ITEM	SERIAL NUMBER
<u>ADDITIONAL SKIRTING</u>	<u>      </u>	<u>2 DECKS</u>	<u>      </u>
<u>ACCESSORIES OIL TANK</u>	<u>      </u>	<u>      </u>	<u>      </u>
AND FURNISHINGS:	<u>      </u>	<u>      </u>	<u>      </u>

ITEMIZATION OF AMOUNT FINANCED			INSURANCE		
1. Cash Price (Including Sales Tax of \$ <u>.00</u> ):	\$ <u>42,860.00</u>		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.		
2. a. Cash Down Payment	\$ <u>.00</u>				
b. Trade-In (Year, Make, Model): <u>71 NAMCO UNKNOWN</u>					
Length <u>60</u>	Width <u>12</u>				
Gross Value \$ <u>4,470.00</u>	Liens \$ <u>.00</u>	(Seller to pay off)			
Net Trade-In Value \$ <u>4,470.00</u>					
Total Down Payment	\$ <u>4,470.00</u>				
3. Unpaid Balance of Cash Price (1 minus 2)	\$ <u>38,390.00</u>		LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE SECTION ABOVE.		
4. Amounts paid to others on my behalf:			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:		
a. To Insurance Companies:					
(1) Property Insurance \$ <u>1,475.00</u>					
(2) Credit Life Insurance \$ <u>.00</u>					
b. To Public Officials:					
(1) Certificate of Title \$ <u>22.50</u>					
(2) <u>FILING FEES</u> \$ <u>5.00</u>					
c. To Creditor:					
For: \$ <u>.00</u>					
d. To:					
For: <u>NOTARY FEES</u> \$ <u>35.50</u>					
e. To:					
For: \$ <u>.00</u>					
f. To:					
For: \$ <u>.00</u>					
g. To:					
For: \$ <u>.00</u>					
h. To:					
For: \$ <u>.00</u>					
Total (a + b + c + d + e + f + g + h)	\$ <u>1,538.00</u>				
5. Unpaid Balance (3 plus 4)	\$ <u>39,928.00</u>				
6. Prepaid Finance Charge	\$ <u>.00</u>				
7. Amount Financed (5 minus 6)	\$ <u>39,928.00</u>				
* I understand and agree that a portion of certain of these amounts may be retained by you or your affiliate.					

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

## ADDITIONAL TERMS AND CONDITIONS

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

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

### PROPERTY INSURANCE:

- a. **Minimum Coverage.** I am required to provide physical damage insurance coverage protecting the Manufactured Home for the term of this Contract against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood, for which you require insurance, in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time under this Contract (the "Minimum Coverage"). The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for a 10-day notice of cancellation to you. Unless you consent in writing, I shall not add any additional loss payee to the insurance policy. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this Contract, I must obtain no less than the Minimum Coverage at my expense for the remaining term of this Contract. Should I fail to maintain the Minimum Coverage, you may, but are not obligated to, obtain insurance coverage. I agree that any insurance you purchase may be for the protection of only your interest in the Manufactured Home, may not fully protect me in the event of a loss, and may be for such reasonable period as you determine. If you decide, in your sole discretion, to obtain insurance, you will notify me of that fact and that the cost, plus interest at the Contract rate, will be added to my debt. I will repay such amount during the term of the policy in the manner requested by you. I understand that the insurance premiums may be higher if you must purchase the insurance than might be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company which may receive a profit for this service.
- b. **Assignment and Application of Insurance Proceeds.** I hereby grant and assign to you the proceeds of any and all insurance coverage on the Manufactured Home, including any optional coverage, such as earthquake insurance, which in type or amount is beyond the Minimum Coverage. In the event of a loss to the Manufactured Home, I shall give prompt notice to you and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, you may do so on my behalf. All physical damage insurance proceeds, including proceeds from optional coverage, shall be applied to restoration or repair of the Manufactured Home, unless you and I agree otherwise in writing or unless such restoration or repair is not economically practical or feasible, or your security interest would be lessened. If such restoration or repair is not practical or feasible, or your security interest would be lessened, you shall apply the insurance proceeds to the remaining unpaid balance of this Contract, whether or not then due, and give me any excess. I authorize any insurer to pay you directly. I hereby appoint you as my limited attorney-in-fact to sign my name to any check, draft, or other document necessary to obtain such insurance payments.

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

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

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

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

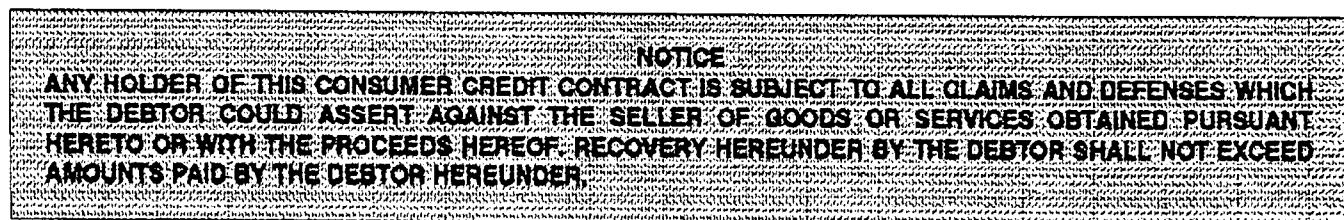
**ASSIGNMENT:** You may assign this Contract to any person or entity. All rights granted to you under this Contract shall apply to any assignee of this Contract.

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

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

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

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



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.

SELLER: FAMILY MOBILE HOMES, INC.

SELLER'S ADDRESS: 1683 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

SELLER'S SIGNATURE: Esther L. Haag

SELLER'S TITLE: President

BUYER(S) SIGNATURE(S):

Esther L. Haag

ESTHER L. HAAG

David S. Haag

DAVID S. HAAG

DATE OF THIS CONTRACT: August 25, 1999

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

#### 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.

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

7,272 61302851

992720052005495-001

49110399MAB	VEHICLE IDENTIFICATION NUMBER	2000	YEAR	SKYLINE	MAKE OF VEHICLE	53917228101 HA	TITLE NUMBER				
MH	BODY TYPE	0	CUP	SEAT CAP	PRIOR TITLE STATE	10/28/99	ODOOM. PROCD. DATE	EXEMPT	ODOOM. MILES	4	ODOOM. STATUS
10/28/99	DATE PA TITLED	10/28/99	DATE OF ISSUE	UNLADEN WEIGHT	GWWR	GCWR	TITLE BRANDS				

### ODOOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

ESTHER L & DAVID S HAAG  
RD 1 BOX 422  
OLANTA PA 16863

ODOOMETER 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 IMPORTED FOR VON-US 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 RE-SSUED VIN  
W = FLOOD VEHICLE  
X = IS/WAS A TAXI

FIRST LIEN FAVOR OF:

GREENPOINT CREDIT CORP.

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

SECOND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

031007  
GREENPOINT CREDIT CORP  
400 SOUTHPOINTE BLVD  
2ND FL  
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.

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

SUBSCRIBED AND SWEARN  
TO BEFORE ME.

NO. DAY YEAR

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE  Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

SIGNATURE OF PERSON ADMINISTERING DATE		1ST LIEN DATE: <input type="checkbox"/> IF NO LIEN, CHECK <input type="checkbox"/>
		1ST LIENHOLDER
		STREET
		CITY STATE ZIP
		FINANCIAL INSTITUTION NUMBER
		2ND LIEN DATE: <input type="checkbox"/> IF NO LIEN, CHECK <input type="checkbox"/>
		2ND LIENHOLDER
		STREET
		CITY STATE ZIP
		FINANCIAL INSTITUTION NUMBER

The undersigned, hereby makes application for Certificate of TITLE to the vehicle described above, subject to the above-mentioned and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

STATE OF PENNSYLVANIA, COUNTY OF ALLEGHENY, on this day of October, 1999, do hereby declare that the above-named person is the owner of the vehicle described above.

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

BRADLEY L MALLORY

Secretary of Transportation

PLAINTIFF'S  
EXHIBIT  
B

PENGAD 800-531-5989

STORE IN A SAFE PLACE. IF LOST, APPLY FOR A DUPLICATE. ANY ALTERATION OR ERASURE voids this title.

(TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.

**WARNING**

FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILING TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

**A. ASSIGNMENT OF TITLE**

Regulatory dealers must complete Lines 14/15A or 14/15B as required by law. Purchaser is NOT a registered dealer.

I We certify, to the best of my/our knowledge that the odometer reading is

TELETYPE

miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked

Reflects the amount of mileage  
in excess of its mechanical limits

Is NOT the actual mileage

WARNING: Odometer discrepancy

I We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed

SUBSCRIBED AND SWEORN  
TO BEFORE ME

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

SELLER AND OR  
CO-SELLER MUST  
HANDPRINT NAME HERE

If purchaser listed in Block A is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
PURCHASER OR FULL BUSINESS NAME		
CO PURCHASER		
STREET ADDRESS		
CITY		
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CO PURCHASER SIGNATURE

SELLER SIGNATURE

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CITY		
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CITY		
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CITY		
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CITY		
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CO PURCHASER SIGNATURE

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CITY		
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CO PURCHASER		
STREET ADDRESS		
CITY		
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CO PURCHASER SIGNATURE

SELLER SIGNATURE

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CO PURCHASER		
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CITY		
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CITY		
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CITY		
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CO PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR CIN

PURCHASER SIGNATURE

CO PURCHASER SIGNATURE

SELLER SIGNATURE

SELLER MUST  
HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST	FIRST	MI
------	-------	----

**NOTICE OF DEFAULT**

March 11, 2004

GREENPOINT CREDIT, LLC  
P.O. BOX 507  
MEMPHIS, TN 38101  
888 472-7338

RE: Manufactured Home Loan -- Account # 000006130285100001

DAVID S. HAAG  
207 HAAG HILL RD  
OLANTA, PA 16863

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)	\$	1,079.38
Late Charge(s)	\$	112.58
Total Due Now	\$	1,191.96

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) 095-11-0000061302851-00001

Via Certified Mail: 7103 5580 3025 1240 2800



**NOTICE OF DEFAULT**

March 11, 2004

GREENPOINT CREDIT, LLC  
P.O. BOX 507  
MEMPHIS, TN 38101  
888 472-7338

RE: Manufactured Home Loan -- Account # 000006130285100001

ESTHER L. HAAC  
207 HAAG HILL RD  
OLANTA, PA 16863

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)	\$	1,079.38
Late Charge(s)	\$	112.58
Total Due Now	\$	1,191.96

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

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PA (144) 095-11-0000061302851-00001

Via Certified Mail: 7103 5580 3025 1240 2794



VERIFICATION

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

Ann Miles

Ann Miles  
Supervisor of Legal Department  
Greenpoint Credit LLC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

Esther L. Haag and David S. Haag,

TYPE OF PLEADING:

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

Defendants.

FILED ON BEHALF OF PLAINTIFF:

Greenpoint Credit LLC

COUNSEL OF RECORD:

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

Chad R. Callahan  
PA I.D. #82058

Voelker & Associates, P.C.  
Firm #332

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

(412) 765-0543

RECEIVED  
CLERK OF COURT  
JUN 21 2004

JUN 21 2004

William A. Shaffer  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

Esther L. Haag and David S. Haag,

Defendants.

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

TO THE PROTHONOTARY:

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

Principal	\$41,503.50
Interest	\$1204.42      98 days @ \$12.29 per diem
Attorneys fees	\$600.00
Costs	<u>to be added</u>
<b>TOTAL</b>	<b><u>\$43,307.92</u></b>

I certify that a written notice of intention to file this Praecipe was mailed to each Defendant after the default had occurred and at least ten (10) days before the date of the filing of this Praecipe. I further certify that the Defendants, are not in active military service. Copies of the Notices are attached hereto as Exhibit "A" and "B". The undersigned verifies that the

statements of fact in the Praeclipe are true and correct and are made subject to the penalties of 18  
Pa. C.S.A. § 4904 relating to unsworn falsifications to authorities.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



---

Chad R. Callahan

Attorneys for Plaintiff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC.

CIVIL DIVISION

Plaintiff.

No. 04-671-CD

v.

Esther L. Haag and David S. Haag.

Defendants.

TO: Esther L. Haag

DATE OF NOTICE: 6/9/04

## 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

David Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Extension 5982

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan  
Suite 1410, Allegheny Building  
429 Forbes Avenue  
Pittsburgh, PA 15219-1604  
(412) 765-0543



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff.

No. 04-671-CD

v.

Esther L. Haag and David S. Haag,

Defendants.

TO: David S. Haag

DATE OF NOTICE: 6/9/04

## 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.**

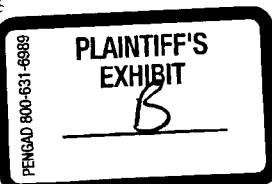
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David Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Extension 5982

VOELKER & ASSOCIATES, P.C.

Chad R. Callahan  
Suite 1410, Allegheny Building  
429 Forbes Avenue  
Pittsburgh, PA 15219-1604  
(412) 765-0543



**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that the attached was served upon the defendant by regular First Class Mail this 18 day of June, 2004.

Esther L. And David S. Haag  
207 Haag Hill Road  
Olanta, PA 16863



Chad R. Callahan

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

Greenpoint Credit, LLC

Plaintiff(s)

No.: 2004-00671-CD

Real Debt: \$43,307.92

Atty's Comm: \$

Vs.

Costs: \$

Esther L. Haag  
David S. Haag  
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 21, 2004

Expires: June 21, 2009

Certified from the record this 21st day of June, 2004

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

TYPE OF PLEADING:

Notice of Order, Decree or Judgment

Esther L. Haag and David S. Haag,

Defendants.

FILED ON BEHALF OF PLAINTIFF:

Greenpoint Credit LLC

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D. #55414

Chad R. Callahan

PA I.D. #82058

Voelker & Associates, P.C.

Firm #332

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543

RECEIVED  
COURT CLERK  
JUN 21 2004

JUN 21 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

Esther L. Haag and David S. Haag,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO:  Plaintiff  Defendant  Garnishee  Additional Defendant

You are hereby notified that the following Order, Decree, or Judgement has been entered against you on June 21, 2004.

Decree Nisi in Equity.

Final Decree in Equity.

Judgment of  Confession  Verdict  
 Default  Non-suit  
 Non-Pros  Arbitration Award

Judgment is for possession and in the amount:

\$43,307.92 Plus Costs

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

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

If you have any questions concerning the above, please contact:

Name of Attorney for Plaintiff:

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

PROTHONOTARY

By: \_\_\_\_\_  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

TYPE OF PLEADING:  
Praeclipe for Writ of Possession

Esther L. Haag and David S. Haag,

Defendants.

FILED ON BEHALF OF PLAINTIFF:  
Greenpoint Credit LLC

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

Chad R. Callahan  
PA I.D. #82058

Voelker & Associates, P.C.  
Firm #332

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

(412) 765-0543

RECEIVED  
CLERK OF COURT  
JUN 21 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

Esther L. Haag and David S. Haag,

Defendants.

**PRAECIPE FOR WRIT OF POSSESSION**

TO THE PROTHONOTARY:

Please issue a Writ of Possession in the above captioned matter for the 2000 Skyline Corp.

Birchfield manufactured home (serial no. 49110399MAB) located at 207 Haag Hill Road, Olanta, PA 16863.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan  
Attorneys for Plaintiff

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

**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that the attached was served upon the defendant by regular First Class Mail this 18 day of June, 2004.

Esther L. And David S. Haag  
207 Haag Hill Road  
Olanta, PA 16863



Chad R. Callahan

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

Esther L. Haag and David S. Haag,

Defendants.

*COPY*  
TYPE OF PLEADING:  
Writ of Possession

FILED ON BEHALF OF PLAINTIFF:  
Greenpoint Credit LLC

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

Chad R. Callahan  
PA I.D. #82058

Voelker & Associates, P.C.  
Firm #332

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

(412) 765-0543

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

JUN 21 2004

Attest.

*William A. Haag*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

Esther L. Haag and David S. Haag,

Defendants.

**WRIT OF POSSESSION**

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Plaintiff:

2000 Skyline Corp. Birchfield manufactured home (serial no. 49110399MAB) located at 207 Haag Hill Road, Olanta, PA 16863.

Date: June 21, 2004

Willie L. Haag  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671 CD

v.

TYPE OF PLEADING:  
PRAECIPE TO MARK SATISFIED

Esther L. Haag and David S. Haag,

Defendants.

FILED ON BEHALF OF PLAINTIFF:  
Greenpoint Credit LLC

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

Chad R. Callahan  
PA I.D. #82058

Voelker & Associates, P.C.  
Firm #332

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

(412) 765-0543

*fmw*

**FILED** *No CC*  
*19-19-2004* *Cert. of Sat. to*  
*AUG 27 2004* *Atty*  
William A. Shaw *Atty pd. 7.00*  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

Esther L. Haag and David S. Haag,

Defendants.

PRAECIPE TO MARK SATISFIED

To The Prothonotary:

Kindly mark the above matter satisfied without prejudice.

VOELKER & ASSOCIATES, P.C.

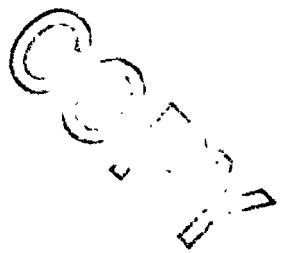


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Chad R. Callahan  
Suite 1410, Allegheny Building  
429 Forbes Avenue  
Pittsburgh, PA 15219-1604  
(412) 765-0543

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2004-00671-CD

Greenpoint Credit, LLC

Debt: \$43,307.92

Vs.

Atty's Comm.:

Esther L. Haag

David S. Haag

Interest From:

Cost: \$7.00

NOW, Friday, August 27, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 27th day of August, A.D. 2004.

---

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671 CD

v.

TYPE OF PLEADING:  
Praecipe to Discontinue

Esther L. Haag and David S. Haag,

Defendants.

FILED ON BEHALF OF PLAINTIFF:  
Greenpoint Credit LLC

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

Chad R. Callahan  
PA I.D. #82058

Voelker & Associates, P.C.  
Firm #332

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

(412) 765-0543

FILED *No cc*  
*in A-2304 Cert. of Disc.*  
*AUG 27 2004 to Atty*  
William A. Shaw *Copy to Atty*  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

Esther L. Haag and David S. Haag,

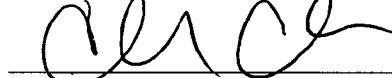
Defendants.

PRAECIPE TO DISCONTINUE

To The Prothonotary:

Kindly discontinue the above matter without prejudice.

VOELKER & ASSOCIATES, P.C.

  
\_\_\_\_\_  
Chad R. Callahan  
Suite 1410, Allegheny Building  
429 Forbes Avenue  
Pittsburgh, PA 15219-1604  
(412) 765-0543

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Greenpoint Credit, LLC**

**Vs.**

**No. 2004-00671-CD**

**Esther L. Haag  
David S. Haag**

**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 August 27, 2004, marked:

Discontinued without prejudice

Record costs in the sum of \$132.00 have been paid in full by Edward Voelker, Jr.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of August A.D. 2004.

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William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15976  
NO: 04-671-CD

PLAINTIFF: GREENPOINT CREDIT LLC  
vs.  
DEFENDANT: HAAG, DAVID S.

WRIT OF EXECUTION POSSESSION

**SHERIFF RETURN**

DATE RECEIVED WRIT: 06/21/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/26/2005

DATE DEED FILED

PROPERTY ADDRESS 207 HAAG HILL ROAD OLANTA , PA 16863

CR FILED  
of 11:13 AM  
APR 27 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

07/22/2004 @ 9:16 AM SERVED ESTHER L. HAAG

SERVED ESTHER L. HAAG, DEFENDANT, AT HER RESIDENCE 207 HAAG HILL ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA 16863 BY HANDING TO DAVID HAAG, HUSBAND/DEFENDANT

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

07/22/2004 @ 9:16 AM SERVED DAVID S. HAAG

SERVED DAVID S. HAAG, DEFENDANT, AT HIS RESIDENCE 207 HAAG HILL ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA 16863 BY HANDING TO DAVID S. HAAG

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

@ SERVED

NOW, APRIL 26, 2005 RETURN WRIT AS BEING SERVED. PAID COSTS FROM ADVANCE AND MADE A REFUND TO THE ATTORNEY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15976  
NO: 04-671-CD

PLAINTIFF: GREENPOINT CREDIT LLC

vs.

DEFENDANT: HAAG, DAVID S.

WRIT OF EXECUTION POSSESSION

**SHERIFF RETURN**

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SHERIFF HAWKINS \$35.25

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by Cynthia Butler Aughersey  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

TYPE OF PLEADING:

Writ of Possession

Esther L. Haag and David S. Haag,

Defendants.

FILED ON BEHALF OF PLAINTIFF:

Greenpoint Credit LLC

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D. #55414

Chad R. Callahan

PA I.D. #82058

Voelker & Associates, P.C.

Firm #332

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543

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

JUN 21 2004

Attest.

*William A. Haag*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-671-CD

v.

Esther L. Haag and David S. Haag,

Defendants.

**WRIT OF POSSESSION**

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Plaintiff:

2000 Skyline Corp. Birchfield manufactured home (serial no. 49110399MAB) located at 207 Haag Hill Road, Olanta, PA 16863.

Date: June 21, 2004

William L. Haag  
Prothonotary

Received June 21, 2004 @ 3:15 P.M.  
Chester A. Hawkins  
by Cynthia Butler-Augustbaugh