

04-843-CD
GREENPOINT CREDIT LLC vs. KEITH R. CHANDLER, et al.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

Plaintiff,

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

CIVIL DIVISION

No. *04-843-CD*

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

JUN 10 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

Keith R. Chandler and Rhonda A. Chandler,

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 S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

Keith R. Chandler and Rhonda A. Chandler,

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. Keith R. Chandler and Rhonda A. Chandler, hereinafter referred to as “Defendants,” are individuals whose last known address is HC Box 135C, Madera, PA 16661.
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 November 2, 1998, 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 1985 Liberty manufactured home (serial no. 08L56263) with certain furnishings, equipment, appliances, and accessories included at the time of

purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

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

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, Greenpoint Credit Corp., on or about November 2, 1998, 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 \$19,505.00.

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 \$7,879.00.

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

when due. As of June 2, 2004, the delinquent payment amount due and owing from Defendants to Plaintiff is \$1,811.08.

12. As of June 2, 2004, the amount owed by Defendants to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$19,493.62. The interest on said amount is accruing at the daily rate of \$6.13.

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

14. On December 18, 2003, 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 \$7,879.00, plus attorneys fees in the amount of \$600.00, costs, interest from June 2, 2004, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.

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

Chad R. Callahan

Attorneys for Plaintiff

Voelker & Associates, P.C.

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219

(412) 765-0543

PENNSYLVANIA

61301867

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

MH FIXED RATE CONTRACT

 BUYER(S): NAME: KEITH R. CHANDLER
 NAME: RHONDA A. CHANDLER
 NAME: _____

FOR	LOAN PLAN: <u>FC1 1C0698</u>
OFFICE	OFFICE NUMBER: <u>79061</u>
USE	LOAN SOURCE NO.: <u>750039</u>
ONLY	ACCT. NO.: <u>61301867</u>
	FUNDING CODE: _____

 BUYER'S ADDRESS: HC BOX 135C CITY: MADERA COUNTY: CLEARFIELD STATE PA ZIP: 16661
 PHONE: _____ S. SEC. #(S): 040-60-9708 210-54-4000
PROPOSED LOCATION OF MANUFACTURED HOME: HC BOX 135C, MADERA, PA 16661

"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:

13.25 % 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 11-2-13, 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>13.25 %</u>	The dollar amount the credit will cost me: <u>\$ 25,496.80</u>	The amount of credit provided to me or on my behalf: <u>\$ 19,505.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 45,001.80</u>	The total cost of my purchase on credit including my down payment of: <u>\$ 2,300.00</u> <u>\$ 47,301.80</u>
		See #7 (page 2)	Fin. Charge + Amount Fin.	Total Pay. + Down Payment

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

My payment schedule will be	Number of Payments	Amount of Payments	When Payments Are Due
My payment schedule will be	180	\$ 250.01	Monthly, beginning <u>December 2,</u> 19 <u>98</u>
		\$.00	Monthly, beginning _____, 19 _____
		\$.00	Monthly, beginning _____, 19 _____
		\$.00	Monthly, beginning _____, 19 _____

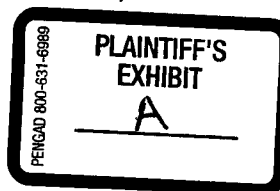
Prepayment: If I pay off early, I will not have to pay a penalty, but I will not be entitled to a refund of the Prepaid Finance Charge, if any.

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

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.



100698

**Description of
Manufactured
Home:**TRADE NAME: LIBERTYMODEL: UNKNOWNYEAR: 85 NEW: _____ USED: X LENGTH: 66 ft. WIDTH: 14 ft.SERIAL
NUMBERS: 08L56263

ITEM	SERIAL NUMBER	ITEM	SERIAL NUMBER
ADDITIONAL SKIRTING		OIL TANK	
ACCESSORIES DECK			
AND FURNISHINGS:			

ADDITIONAL SKIRTING
ACCESSORIES DECK
AND FURNISHINGS:

OIL TANK

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including Sales Tax of \$.00): \$ 20,632.00
2. a. Cash Down Payment \$.00
b. Trade-In (Year, Make, Model): 74 ESQUIRE UNKNOWN
Length 70 Width 12
Gross Value \$ 3,000.00 Liens \$ 700.00
(Seller to pay off)
Net Trade-In Value \$ 2,300.00
Total Down Payment \$ 2,300.00
3. Unpaid Balance of Cash Price (1 minus 2) \$ 18,332.00
4. Amounts paid to others on my behalf:
 - a. To Insurance Companies:
 - (1) Property Insurance \$ 1,110.00
 - (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: _____
\$ _____
 - h. To: _____
For: _____
\$ _____
- Total (a + b + c + d + e + f + g + h) \$ 1,173.00
5. Unpaid Balance (3 plus 4) \$ 19,505.00
6. Prepaid Finance Charge \$.00
7. Amount Financed (5 minus 6) \$ 19,505.00

*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
<u>X</u> Physical Damage Coverage	<u>60</u> MOS	\$ <u>1,110.00</u>
	<u>CMOS</u>	\$ <u>.00</u>
		\$ _____

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

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

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

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

Type of Coverage	Term	Premium
<u>Single</u>		\$ _____
<u>Joint</u>		\$ _____

(signature) Date _____

(signature) Date _____

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

ADDITIONAL TERMS AND CONDITIONS

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

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

PROPERTY INSURANCE:

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

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

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

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

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

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

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

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:

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

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

SELLER'S TITLE: President

If you do not meet your Contract obligations, you may lose your manufactured home.

Notice to Buyer: Do not sign this Contract in blank. You are entitled to an exact copy of the Contract you sign. Keep it to protect your legal rights.

BUYER(S) SIGNATURE(S):

[Signature]
KEITH R. CHANDLER

[Signature]
RHONDA A. CHANDLER

DATE OF THIS CONTRACT: November 2, 1998

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

[Signature]
(Signature of Buyer)

[Signature]
(Signature of Co-Buyer)

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON PAGE 1 ("Creditor")

With respect to this retail installment contract ("Contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this Contract; (3) this Contract arose from the bona fide sale of the merchandise described in this Contract; (4) the down payment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) any trade-in, or other consideration, received as any part of the down payment is accurately described on page 2 and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on page 2 and has been paid off by Seller prior to or contemporaneously with the assignment of this Contract to Creditor; (6) there is now owing on this Contract the amount set forth herein; (7) this Contract and any guaranty submitted in connection herewith is in all respects legally enforceable against each purported signatory thereof; (8) Seller has the right to assign this Contract and thereby to convey good title to it; (9) in the event of any claim or defense asserted by any Buyer, or any heirs or assigns of Buyer, with respect to the Manufactured Home or other property or consideration transferred pursuant to this retail installment contract, Seller agrees that it will indemnify and hold Creditor harmless from all such claims and defenses as well as from all costs reasonably incurred by Creditor in connection therewith, including but not limited to reasonable attorney fees and court costs; and (10) in accordance with the Fair Credit Reporting Act, Seller has notified Buyer that this Contract is to be submitted to Creditor.

For value received, Seller hereby assigns to Creditor all its rights, title and interest in this Contract and the property which is the subject matter hereof and authorizes Creditor to do everything necessary to collect and discharge same. All the terms of any existing written agreements between Seller and Creditor governing the purchase of Contracts are made a part hereof by reference, it being understood that Creditor relies upon the above warranties and upon said agreements in purchasing this Contract.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE FOR A VEHICLE

8,439

61301867

983170041001239-001

08156263

VEHICLE IDENTIFICATION NUMBER

85

YEAR

LIBERTY

MAKE OF VEHICLE

37469017002 CH

TITLE NUMBER

MH

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

12/10/98

ODOM. PROCD. DATE

EXEMPT

ODOM. MILES

4

ODOM STATUS

8/07/85

DATE PA TITLED

12/10/98

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

ODOMETER STATUS

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

TITLE BRANDS

- A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
D = COLLECTOR E VEHICLE
F = OUT OF COUNTRY
G = ORIGINALLY MFGD FOR NON-MS
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 RECOVERED VIN
W = FLOOD VEHICLE
X = IS WAS A TAXI

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

KEITH R & RHONDA A
CHANDLER
HC BOX 135C
MADERA PA 16661

FIRST LIEN FAVOR OF

GREENPOINT CREDIT CORP

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

MAILING ADDRESS

031007

GREENPOINT CREDIT CORP
400 SOUTHPOINT BLVD
STE 230
CANDONSBURG PA 15317

BY

AUTHORIZED REPRESENTATIVE

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.

BRADLEY L MALLORY

Secretary of Transportation

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

D. APPLICATION FOR TITLE AND LIEN INFORMATION -

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

SUBSCRIBED AND SWORN
TO BEFORE ME.

MO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

When applying for title with a co-owner, other than your spouse, check one of
these blocks. If no block is checked, title will be issued as "Tenants in Common".
A ☐ Joint Tenants with Right of Survivorship (on death of one owner, title goes
to the surviving owner).
B ☐ Tenants in Common (on death of one owner, interest of deceased owner
goes to his or her heirs or estate).

1ST LIEN DATE

IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE

IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

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

PENCAD 800-631-5989

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.

A. ASSIGNMENT OF TITLE -

We certify, to the best of my/our knowledge that the odometer reading is ^{TENTHS} 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.

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 SWORN TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

DO NOT NOTARIZE UNLESS APPOINTED IN PRESENCE OF A NOTARY PUBLIC. PURCHASER'S NAME IS LISTED.

PURCHASER OR FULL BUSINESS NAME

CO-PURCHASER

STREET ADDRESS

CITY

STATE

ZIP

PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER

SIGNATURE OF CO-SELLER

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 M.I.

PURCHASER OR FULL BUSINESS NAME

CO-PURCHASER

STREET ADDRESS

CITY

STATE

ZIP

PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER

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 M.I.

PURCHASER OR FULL BUSINESS NAME

CO-PURCHASER

STREET ADDRESS

CITY

STATE

ZIP

PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER

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 M.I.

PURCHASER OR FULL BUSINESS NAME

CO-PURCHASER

STREET ADDRESS

CITY

STATE

ZIP

PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER

SELLER MUST HANDPRINT NAME HERE

C. ☐ CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$

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

NOTICE OF DEFAULT

December 18, 2003

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

RE: Manufactured Home Loan -- Account # 000006130186700001

KEITH R. CHANDLER
468 BLACKBURN RD
MADERA, PA 16661

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)	\$	800.05
Late Charge(s)	\$	115.00
Total Due Now	\$	915.05

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.

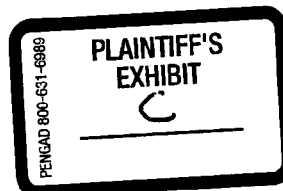
If this default was caused by your failure to make a payment or payments, and you want to pay by mail, please send a check or money order. Do not send cash.

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) 095-11-0000061301867-00001

Via Certified Mail: 7103 5580 3025 1207 6759



NOTICE OF DEFAULT

December 18, 2003

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

RE: Manufactured Home Loan -- Account # 000006130186700001

RHONDA A. CHANDLER
468 BLACKBURN RD
MADERA, PA 16661

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)	\$	800.05
Late Charge(s)	\$	115.00
Total Due Now	\$	915.05

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.

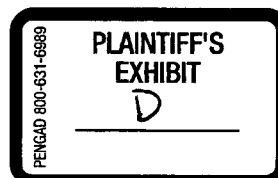
If this default was caused by your failure to make a payment or payments, and you want to pay by mail, please send a check or money order. Do not send cash.

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) 095-11-0000061301867-00001

Via Certified Mail: 7103 5580 3025 1207 6766



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.

A handwritten signature in cursive script that reads "Ann Miles". The signature is written in dark ink and is positioned above a horizontal line.

Ann Miles
Supervisor of Legal Department
Greenpoint Credit LLC

ry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

Plaintiff,

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

CIVIL DIVISION

No. 04-843- CD

TYPE OF PLEADING:

PRAECIPE TO DISCONTINUE

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

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

JUN 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

try

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-843-CD

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly discontinue the above captioned matter without prejudice.

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan

Attorneys for Plaintiff

Voelker & Associates, P.C.

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 21 day of June, 2004.

Keith and Rhonda Chandler
HC Box 135C
Madera, PA 16661.

A handwritten signature in black ink, appearing to read 'Chad R. Callahan', written over a horizontal line.

Chad R. Callahan

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Greenpoint Credit LLC

Vs.

No. 2004-00843-CD

Keith R. Chandler

Rhonda A. Chandler

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 June 23, 2004, marked:

Discontinued without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Chad R. Callahan.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 23rd day of June A.D. 2004.

William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

GREENPOINT CREDIT LLC

VS.

CHANDLER, KEITH R. & RHONDA A.

COMPLAINT NI REPLEVIN

Sheriff Docket #

15756

04-843-CD

SHERIFF RETURNS

NOW JUNE 16, 2004 AT 11:38 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON RHONDA A. CHANDLER, DEFENDANT AT RESIDENCE, 468 BLACKBURN ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RHONDA A. CHANDLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW JUNE 16, 2004 AT 11:38 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON KEITH R. CHANDLER, DEFENDANT AT RESIDENCE, 468 BLACKBURN ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RHONDA A. CHANDLER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN TO HER THE CONTENTS THEREOF.

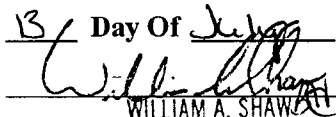
SERVED BY: DAVIS/MORGILLO

Return Costs


Cost	Description
39.75	SHERIFF HAWKINS PAID BY: ATTY CK# 7024
20.00	SURCHARGE PAID BY: ATTY CK# 7023

Sworn to Before Me This

13 Day Of July 2004


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

So Answers,


Chester A. Hawkins
Sheriff

FILED

at 8:55am

JUL 13 2004

E
ds

William A. Shaw
Prothonotary