

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company,

Plaintiff,

v.

Paul D. Patrick and Vickie L. Patrick,

Defendants.

CIVIL DIVISION

No: 04 - 865 - (1)

Complaint in Civil Action - Replevin

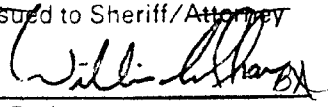
Filed on behalf of:

Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company

Counsel of Record for this Party:

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

9/7/04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

JUN 14 2004

William A. Shaw
Prothonotary

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

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company, f/k/a Conseco Finance)	
Consumer Discount Company,	)	No.
)	
Plaintiff,	)	Complaint in Replevin
)	
v.)	
)	
Paul D. Patrick and Vickie L. Patrick,)	
)	
Defendants.		

NOTICE

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS NOTICE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

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Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company,

Plaintiff,

v.

Paul D. Patrick and Vickie L. Patrick,

Defendants.

) CIVIL DIVISION

) No.

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)

COMPLAINT

COUNT I - REPLEVIN

AND NOW, comes Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, hereinafter referred to as "Plaintiff" or "Green Tree," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at Stonewood Commons III, 105 Bradford Road, Suite 200, Wexford, Pennsylvania 15090.

2. Paul D. Patrick and Vickie L. Patrick, hereinafter referred to as "Defendants," are individuals whose last known address is 186 Patrick Lane, Mahaffey, Pennsylvania 15757.

3. On or about March 31, 2000, Defendants purchased a 1999 Commodore Nova Manufactured Home, Serial Number CX35023AB, (the "Mobile Home"), from Welcome Home Centers, Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Seller assigned its interest in the Security Agreement to Conseco Finance Corp., who perfected its security interest in said Mobile Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

5. Conseco Finance Corp., subsequently assigned its right, title and interest in the Security Agreement to Conseco Finance Consumer Discount Company, Plaintiff herein.

6. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the new name of the corporation is Green Tree Consumer Discount Company.

7. Plaintiff avers that the approximate retail value of said Mobile Home is \$49,500.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

8. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of June 10, 2004, the Defendants' payments of interest and principal were in arrears in the amount of \$1,438.79. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of June 10, 2004, is \$51,184.02.

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

10. Defendants failed to cure the default or return the Mobile Home upon Plaintiff's demand.

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

12. The Security Agreement provides that in the event of default, Defendants will pay:

- a. the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;

- b. court costs and disbursements; and

- c. costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

13. In order to bring this action Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests:

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

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

COUNT II - DAMAGES

By way of separate and alternative pleading, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, alleges the following:

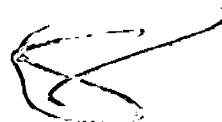
14. Paragraphs 1 through 13 of this Complaint are incorporated herein by reference as though fully set forth.

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

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests:

a) judgment against Defendants in the amount of \$51,184.02, with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

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



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

VERIFICATION

Carmine M. Amelio, Regional Manager and duly authorized representative of Green Tree Consumer Discount Company, deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing are true and correct to the best of his knowledge, information and belief.

GREEN TREE CONSUMER DISCOUNT COMPANY

A handwritten signature in black ink, appearing to read "Carmine M. Amelio", is written over a horizontal line.

Carmine M. Amelio, Regional Manager

GT-10-39-101 (6/89) MH-RIC

PENNSYLVANIA

DISBURSEMENT DATE: 4/24/00

ACCOUNT # 73327313

**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**

PATRICK, VICKIE L.

Date 3-31-2000

BUYER: PATRICK, PAUL D., R.D.#1 BOX 311, MAHAFFEY, PA 15757

SELLER: WELCOME HOME CENTERS, INC., RD 2 BOX 429A, BROCKWAY, PA 15824

ASSIGNEE: CONSECO FINANCE CONSUMER DISCOUNT COMPANY, 105 BRADFORD RD SUITE 200, WEXFORD, PA 15090

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of)
10.71 %	\$ 116349.40	\$ 49535.00	\$ 165884.40	\$ 5700.00
				\$ 171584.40

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	460.79	Monthly beginning
		5-10-00

SECURITY: I am giving a security interest in:

XX The goods or property being purchased. N/A Other (Describe): N/A

FILING FEES: \$ 40.00

LATE CHARGE: If a payment is more than 15 days late, I will be charged \$5.00 or 5.0% of the unpaid amount of the installment, whichever is less

PREPAYMENT: If I pay off early, I N/A may XX will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms.
See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.**BUYER RESTRICTIONS:** If I do not meet this Contract's obligations, I may lose the property that I bought in this sale.**ITEMIZATION OF THE AMOUNT FINANCED**

1. Cash Sale Price (including Taxes of)	\$.00	\$ 55195.00
2. Gross Trade-in	\$.00	
Less Amount Owed on Trade-in	\$.00	
Net Trade-in	\$.00	
Description: Make		
Year 0000	Size CD X 00	
3. Cash Down Payment	\$ 5700.00	
4. Total Down Payment	\$ 5700.00	
5. Unpaid Balance of Cash Sale Price (1 - 4)	\$ 49495.00	
6. Paid to Public Officials	\$ 40.00	
7. Paid to Insurance Companies	\$.00	
8. Paid to Appraiser	\$.00	
9. a. Paid to CREDITOR FOR PTS/ORIG. FEE	\$ 2972.10	
b. Paid to	\$.00	
c. Paid to	\$.00	
d. Paid to	\$.00	
e. Paid to	\$.00	
f. Paid to	\$.00	
g. Paid to	\$.00	
10. Principal Balance (5+6+7+8+9 a.-g.)	\$ 52507.10	
11. Prepaid Finance Charges	\$ 2972.10	
12. Amount Financed (10 - 11)	\$ 49535.00	

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

\$.00 for insurance protection for a term of 00 years

N/A Comprehensive (\$.00 deductible)

N/A Flood

N/A Liability

N/A Other

N/A Vendor's Single Interest

**OPTIONAL CREDIT LIFE
AND DISABILITY INSURANCE**

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

N/A Single Credit Life Insurance \$.00

N/A Joint Credit Life Insurance \$.00

N/A Single Credit Disability Insurance \$.00

Total \$.00

X

Signature of Buyer(s) Insured

Date

CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

CX 35023AB

PATRICK - 4686684

NEW OR USED	YEAR AND MAKE	Model	SERIAL NUMBER	SIZE
N	1999 COMMODORE	NOVA	SX35023AB	28 X 68
<input checked="" type="checkbox"/> Stove <input checked="" type="checkbox"/> Refrigerator <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Air Conditioner <input type="checkbox"/> Wheels/Axles				
Other (Describe)				

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.
3. **SECURITY INTEREST:** I give you a security interest in the Manufactured Home and any property added to it or attached. The purpose for giving this security interest is to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in proceeds and premium refunds of any insurance and service contracts purchased with this Contract. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. Only the counterpart labeled "original" may create a security interest in chattel paper according to the Uniform Commercial Code definition in effect in Pennsylvania.
4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.
5. **NSF FEE:** If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of N/A
6. **PREPAYMENT:** I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A
7. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 10.00% per annum
8. **PARTIAL PREPAYMENTS WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.**

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

8. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

9. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

10. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorneys' fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

11. **NOTICE OF PROPOSED INSURANCE:** If so indicated on the front of this Contract, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this Contract. The insurance company named on the front of this Contract will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this Contract. The term of insurance will begin as of the date of this Contract and will end on the original due date of this Contract.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this Contract is prepaid before it is due, a refund of insurance charges will be made when due.

12. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) Acceleration: You can require me to immediately pay you the entire

remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

13. CURE OF DEFAULT: I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the notice of default. To cure the default, I must pay:

- (a) all amounts which would have been due in the absence of default and acceleration,
- (b) reasonable attorney's fees plus court costs and actual out-of-pocket expenses as further defined in paragraph 12,
- (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, and
- (e) perform any other obligations under default.

I must also perform any other obligation I would have had to perform in the absence of default. I have the right to cure a default up to three (3) times in any calendar year.

14. NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

15. ATTORNEY'S FEES: If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

16. MISCELLANEOUS PROVISIONS: This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

17. ARBITRATION: All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

18. ADDITIONAL TERMS:

N/A

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.

NOTICE TO BUYER: 1. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE BOX ON PAGE 1.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

(X) Paul D. Patrick
Signature of Buyer PAUL D. PATRICK

3-31-00
Date

(X) Vickie L. Patrick
Signature of Buyer VICKIE L. PATRICK

3/31/00
Date

ASSIGNMENT BY SELLER

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

IN ADDITION TO THE ABOVE, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

WELCOME HOME CENTERS, INC.

Date: 3-31-2000

By: X Robert J. Baranowski (Seller)

Title: Vice President

() A. Without Recourse () B. Limited Recourse () C. Repurchase () D. With Recourse () E. Limited Repurchase
Payments Payments

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

9,985

001470063006909-001

CX35023AB

VEHICLE IDENTIFICATION NUMBER

1999

YEAR

COMMODORE

MAKE OF VEHICLE

54738343301 PA

TITLE NUMBER

MH

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

5/30/00

OOM. PROCD. DATE

EXEMPT

OOM. MILES

4

OOM. STATUS

5/30/00

DATE PA TITLED

5/30/00

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

PAUL D & VICKIE L
PATRICK
R D 1 BOX 311
MAHAFFEY PA 15757

FIRST LIEN FAVOR OF:

CONSECO FINANCE CORP

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

CONSECO FINANCE CORP
4625 RIVER GREEN PKY NW
DULUTH GA 30096

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

JUN 05 2000

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

BRADLEY L. MALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION-

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

SUBSCRIBED AND SWORN TO BEFORE ME:

MO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

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

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 AUTO

STORE IN A SAFE PLACE - IF LOST

EXHIBIT "B"

VOIDS THIS TITLE

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

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

05153352

AL, AZ, AR, CT, DE, DC, FL, GA, IA (LH PMM), ID, IL, IN, KY, LA, MA (LH), MD, ME (LH First Liens), MI, MN, MO (LH First Liens), MS, MT, NE, NV, NH, NJ (HO), NM, NY, NC, ND, OH, OK, OR, PA (HO), RI, SD, TN, TX (HO), UT, VT, VA, WA, WI (LH First Liens), WV (LH), WY

**NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT**

Date of Notice: 3-29-04

CERTIFIED MAIL RECEIPT NO.

**PAUL D PATRICK
186 PATRICK LANE
MAHAFFEY, PA 15757**

**GREEN TREE CONSUMER DISCOUNT CO.
105 BRADFORD ROAD SUITE 200
WEXFORD, PA 15090**

1-800-245-1340

Account No: 73327313

CREDITOR: GREEN TREE CONSUMER DIS.CO.

Credit Transaction: MANUFACTURED HOME ACCOUNT

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the postmarked date of this Notice.

If you correct the default, you may continue with the contract as though you did not default.

Your default consists of 3 payments (plus N/A in fees and charges) totaling \$1462.00.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying **\$1462.00** which consists of **\$1452.00 for past due payments 10.00 for late charges, or by doing the following: NA.**

Creditors rights: If you do not correct your default in the time allowed, the creditor may exercise its rights against you under the law by taking legal action to repossess or foreclose on its collateral.

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of **50918.11 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.**

If you have questions, write Green Tree Consumer Dis. Co. at the above address or call the number provided.

If this default was caused by your failure to make a payment of payments, and you want to pay by mail, send a cashier's check or money order. Do not send cash. Other payment arrangements may be made by contacting Green Tree Consumer Dis.Co.

EXHIBIT "C"

AL, AZ, AR, CT, DE, DC, FL, GA, IA (LH PMM), ID, IL, IN, KY, LA, MA (LH), MD, ME (LH First Liens), MI, MN, MO (LH First Liens), MS, MT, NE, NV, NH, NJ (HO), NM, NY, NC, ND, OH, OK, OR, PA (HO), RI, SD, TN, TX (HO), UT, VT, VA, WA, WI (LH First Liens), WV (LH), WY

**NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT**

Date of Notice: 3-29-04

CERTIFIED MAIL RECEIPT NO.

**VICKIE L PATRICK
186 PATRICK LANE
MAHAFFEY, PA 15757**

**GREEN TREE CONSUMER DISCOUNT CO.
105 BRADFORD ROAD SUITE 200
WEXFORD, PA 15090**

1-800-245-1340

Account No: 73327313

CREDITOR: GREEN TREE CONSUMER DIS.CO.

Credit Transaction: MANUFACTURED HOME ACCOUNT

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the postmarked date of this Notice.

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If this default was caused by your failure to make a payment of payments, and you want to pay by mail, send a cashier's check or money order. Do not send cash. Other payment arrangements may be made by contacting Green Tree Consumer Dis.Co.

In The Court of Common Pleas of Clearfield County, Pennsylvania

GREEN TREE CONSUMER DISCOUNT COMPANY

Sheriff Docket # 15766

VS.

04-865-CD

PATRICK, PAUL D. & VICKIE L.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW JULY 15, 2004 RETURN THE WITHIN COMPLAINT IN REPLEVIN "NOT SERVED, TIME EXPIRED" AS TO PAUL D. PATRICK and VICKIE L. PATRICK, DEFENDANTS. SEVERAL ATTEMPTS, NOT HOME, LEFT NOTE, WILL NOT ANSWER DOOR.

Return Costs

Cost	Description
85.00	SHERIFF HAWKINS PAID BY: <i>Atty</i>
20.00	SURCHARGE PAID BY: ATTY CK# 2913

Sworn to Before Me This

23rd Day Of *July* 2004

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

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

019:41
JUL 23 2004
Prothonotary, Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company,

CIVIL DIVISION

No. 04-865-LD

Plaintiff,

Complaint in Civil Action - Replevin

v.

Paul D. Patrick and Vickie L. Patrick,

Filed on behalf of:
Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company

Defendants.

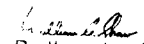
Counsel of Record for this Party:

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

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

JUN 14 2004

Attest.


Prothonotary/
Clerk of Courts

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

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company, f/k/a Conseco Finance)	
Consumer Discount Company,	)	No.
)	
Plaintiff,	)	Complaint in Replevin
)	
v.)	
)	
Paul D. Patrick and Vickie L. Patrick,)	
)	
Defendants.		

NOTICE

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS NOTICE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company,

Plaintiff,

v.

Paul D. Patrick and Vickie L. Patrick,

Defendants.

) CIVIL DIVISION

) No.

) THIS FIRM IS A DEBT COLLECTOR
) ATTEMPTING TO COLLECT A DEBT AND
) ANY INFORMATION OBTAINED WILL BE
) USED FOR THAT PURPOSE. IF YOU HAVE
) PREVIOUSLY RECEIVED A DISCHARGE IN
) BANKRUPTCY AND THIS DEBT WAS NOT
) REAFFIRMED, THIS NOTICE IS NOT AND
) SHOULD NOT BE CONSTRUED TO BE AN
) ATTEMPT TO COLLECT A DEBT, BUT
) ONLY ENFORCEMENT OF A LIEN
) AGAINST PROPERTY.
)

COMPLAINT

COUNT I - REPLEVIN

AND NOW, comes Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, hereinafter referred to as "Plaintiff" or "Green Tree," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at Stonewood Commons III, 105 Bradford Road, Suite 200, Wexford, Pennsylvania 15090.

2. Paul D. Patrick and Vickie L. Patrick, hereinafter referred to as "Defendants," are individuals whose last known address is 186 Patrick Lane, Mahaffey, Pennsylvania 15757.

3. On or about March 31, 2000, Defendants purchased a 1999 Commodore Nova Manufactured Home, Serial Number CX35023AB, (the "Mobile Home"), from Welcome Home Centers, Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Seller assigned its interest in the Security Agreement to Conseco Finance Corp., who perfected its security interest in said Mobile Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

5. Conseco Finance Corp., subsequently assigned its right, title and interest in the Security Agreement to Conseco Finance Consumer Discount Company, Plaintiff herein.

6. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the new name of the corporation is Green Tree Consumer Discount Company.

7. Plaintiff avers that the approximate retail value of said Mobile Home is \$49,500.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

8. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of June 10, 2004, the Defendants' payments of interest and principal were in arrears in the amount of \$1,438.79. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of June 10, 2004, is \$51,184.02.

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

10. Defendants failed to cure the default or return the Mobile Home upon Plaintiff's demand.

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

12. The Security Agreement provides that in the event of default, Defendants will pay:

a. the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;

b. court costs and disbursements; and

c. costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

13. In order to bring this action Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests:

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

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

COUNT II - DAMAGES

By way of separate and alternative pleading, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, alleges the following:

14. Paragraphs 1 through 13 of this Complaint are incorporated herein by reference as though fully set forth.

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

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests:

a) judgment against Defendants in the amount of \$51,184.02, with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

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

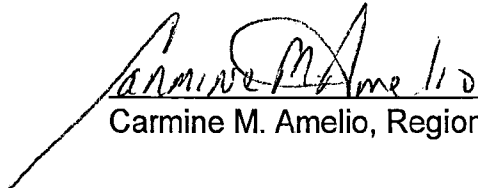


Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for Plaintiff
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

VERIFICATION

Carmine M. Amelio, Regional Manager and duly authorized representative of Green Tree Consumer Discount Company, deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing are true and correct to the best of his knowledge, information and belief.

GREEN TREE CONSUMER DISCOUNT COMPANY


Carmine M. Amelio, Regional Manager

GT-10-32-101 (6/99) MH-RIC

PENNSYLVANIA

DISBURSEMENT DATE: 4/24/00

ACCOUNT # 73327313

**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**

PATRICK, VICKIE L.

Date 3-31-2000

BUYER: PATRICK, PAUL D., R.D.#1 BOX 311, MAHAFFEY, PA 15757

SELLER: WELCOME HOME CENTERS, INC., RD 2 BOX 429A, BROCKWAY, PA 15824

ASSIGNEE: CONSECO FINANCE CONSUMER DISCOUNT COMPANY, 105 BRADFORD RD SUITE 200, WEXFORD, PA 15090

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment.)
10.71 %	\$ 116349.40	\$ 49535.00	\$ 165884.40	\$ 171584.40

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	460.79	Monthly beginning <u>5-10-00</u>

SECURITY: I am giving a security interest in:

XX The goods or property being purchased. N/A Other (Describe): N/A

FILING FEES: \$ 40.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$5.00 or 5.0% of the unpaid amount of the installment, whichever is less.

PREPAYMENT: If I pay off early, I N/A may XX will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms. See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

BUYER RESTRICTIONS: If I do not meet this Contract's obligations, I may lose the property that I bought in this sale.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including Taxes of)	\$.00	\$ 55195.00
2. Gross Trade-in	\$.00	
Less Amount Owed on Trade-in	\$.00	
Net Trade-in	\$.00	
Description: Make		
Year 0000	Size 00 X 00	
3. Cash Down Payment	\$ 5700.00	
4. Total Down Payment	\$ 5700.00	
5. Unpaid Balance of Cash Sale Price (1 - 4)	\$ 49495.00	
6. Paid to Public Officials	\$ 40.00	
7. Paid to Insurance Companies	\$.00	
8. Paid to Appraiser	\$.00	
9. a. Paid to CREDITOR FOR PTS/ORIG. FEE	\$ 2972.10	
b. Paid to	\$.00	
c. Paid to	\$.00	
d. Paid to	\$.00	
e. Paid to	\$.00	
f. Paid to	\$.00	
g. Paid to	\$.00	
10. Principal Balance (5 + 6 + 7 + 8 + 9 a-g.)	\$ 52507.10	
11. Prepaid Finance Charges	\$ 2972.10	
12. Amount Financed (10 - 11)	\$ 49535.00	

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

\$.00 for insurance protection for a term of 00 years

N/A Comprehensive (\$.00 deductible)

N/A Flood

N/A Liability

N/A Other

N/A Vendor's Single Interest

**OPTIONAL CREDIT LIFE
AND DISABILITY INSURANCE**

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

N/A Single Credit Life Insurance \$.00

N/A Joint Credit Life Insurance \$.00

N/A Single Credit Disability Insurance \$.00

Total \$.00

X

Signature of Buyer(s) Insured

Date

CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

CY 35023AB

PATRICK - 4886684

NEW OR USED	YEAR AND MAKE	Manufactured Home MODEL	SERIAL NUMBER	SIZE
X	1999 COMMODORE	NOVA	SX35023AB	28 X 68
	X Stove	X Refrigerator	Washer	Dryer
			Air Conditioner	Wheels/Axles

Other (Describe)

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.

3. **SECURITY INTEREST:** I give you a security interest in the Manufactured Home and any property added to it or attached. The purpose for giving this security interest is to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in proceeds and premium refunds of any insurance and service contracts purchased with this Contract. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. Only the counterpart labeled "original" may create a security interest in chattel paper according to the Uniform Commercial Code definition in effect in Pennsylvania.

4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.

5. **NSF FEE:** If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of N/A

6. **PREPAYMENT:** I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A

7. **PARTIAL PREPAYMENTS WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.**

7. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 10.00% per annum

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

8. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

9. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

10. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorneys' fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

11. **NOTICE OF PROPOSED INSURANCE:** If so indicated on the front of this Contract, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this Contract. The insurance company named on the front of this Contract will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this Contract. The term of insurance will begin as of the date of this Contract and will end on the original due date of this Contract.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this Contract is prepaid before it is due, a refund of insurance charges will be made when due.

12. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) **Acceleration:** You can require me to immediately pay you the entire

remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

13. CURE OF DEFAULT: I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the notice of default. To cure the default, I must pay:

- (a) all amounts which would have been due in the absence of default and acceleration,
- (b) reasonable attorney's fees plus court costs and actual out-of-pocket expenses as further defined in paragraph 12,
- (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, and

(e) perform any other obligations under default. I must also perform any other obligation I would have had to perform in the absence of default. I have the right to cure a default up to three (3) times in any calendar year.

14. NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

15. ATTORNEY'S FEES: If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

16. MISCELLANEOUS PROVISIONS: This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

17. ARBITRATION: All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).**

The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

18. ADDITIONAL TERMS:

N/A

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.

NOTICE TO BUYER: 1. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE BOX ON PAGE 1.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

X Paul D. Patrick
Signature of Buyer PAUL D. PATRICK

3-31-00
Date

X Vickie L. Patrick
Signature of Buyer VICKIE L. PATRICK

3/31/00
Date

ASSIGNMENT BY SELLER

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

IN ADDITION TO THE ABOVE, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

WELCOME HOME CENTERS, INC.

Date: 3-31-2000

By: X

Robert L. Baranowski (Seller)

Title: Vice President

() A. Without Recourse () B. Limited Recourse () C. Repurchase () D. With Recourse () E. Limited Repurchase
Payments Payments

199520517

7332 1313

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

1,985

001470063006909-001

CX35023AB

VEHICLE IDENTIFICATION NUMBER

1999

YEAR

COMMODORE

MAKE OF VEHICLE

54738343301 PA

TITLE NUMBER

MH

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

5/30/00

OOM. PROCD. DATE

EXEMPT

OOM. MILES

4

OOM. STATUS

5/30/00

DATE PA TITLED

5/30/00

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

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

PAUL D & VICKIE L
 PATRICK
 R D 1 BOX 311
 MAHAFFEY PA 15757

FIRST LIEN FAVOR OF:

SECOND LIEN FAVOR OF:

CONSECO FINANCE CORP

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

CONSECO FINANCE CORP
 4625 RIVER GREEN PKY NW
 DULUTH GA 30096

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

JUN 05 2000

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

BRADLEY L. MALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION-

SUBSCRIBED AND SWORN TO BEFORE ME

MO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

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 AUTO

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 LIEN-HOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

→ IF NO LIEN, CHECK ☐

2ND LIEN-HOLDER

STREET

CITY

STATE

ZIP

STORE IN A SAFE PLACE - IF LOST

EXHIBIT "B"

E VOIDS THIS TITLE

PRESENCE OF THE LIBERTY BELL WATERMARK

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE

05153352

AL, AZ, AR, CT, DE, DC, FL, GA, IA (LH PMM), ID, IL, IN, KY, LA, MA (LH), MD, ME (LH First Liens), MI, MN, MO (LH First Liens), MS, MT, NE, NV, NH, NJ (HO), NM, NY, NC, ND, OH, OK, OR, PA (HO), RI, SD, TN, TX (HO), UT, VT, VA, WA, WI (LH First Liens), WV (LH), WY

**NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT**

Date of Notice: 3-29-04

CERTIFIED MAIL RECEIPT NO.

**PAUL D PATRICK
186 PATRICK LANE
MAHAFFEY, PA 15757**

**GREEN TREE CONSUMER DISCOUNT CO.
105 BRADFORD ROAD SUITE 200
WEXFORD, PA 15090**

1-800-245-1340

Account No: 73327313

CREDITOR: GREEN TREE CONSUMER DIS.CO.

Credit Transaction: MANUFACTURED HOME ACCOUNT

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the postmarked date of this Notice.

If you correct the default, you may continue with the contract as thought you did not default.

Your default consists of 3 payments (plus N/A in fees and charges) totaling \$1462.00.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying **\$1462.00** which consists of **\$1452.00 for past due payments 10.00 for late charges, or by doing the following: NA,**

Creditors rights: If you do not correct your default in the time allowed, the creditor may exercise its rights against you under the law by taking legal action to repossess or foreclose on its collateral.

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of **50918.11 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.**

If you have questions, write Green Tree Consumer Dis. Co. at the above address or call the number provided.

If this default was caused by your failure to make a payment of payments, and you want to pay by mail, send a cashier's check or money order. Do not send cash. Other payment arrangements may be made by contacting Green Tree Consumer Dis.Co.

EXHIBIT "C"

AL, AZ, AR, CT, DE, DC, FL, GA, IA (LH PMM), ID, IL, IN, KY, LA, MA (LH), MD, ME (LH First Liens), MI, MN, MO (LH First Liens), MS, MT, NE, NV, NH, NJ (HO), NM, NY, NC, ND, OH, OK, OR, PA (HO), RI, SD, TN, TX (HO), UT, VT, VA, WA, WI (LH First Liens), WV (LH), WY

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 3-29-04

CERTIFIED MAIL RECEIPT NO.

VICKIE L PATRICK
186 PATRICK LANE
MAHAFFEY, PA 15757

GREEN TREE CONSUMER DISCOUNT CO.
105 BRADFORD ROAD SUITE 200
WEXFORD, PA 15090

1-800-245-1340

Account No: 73327313

CREDITOR: GREEN TREE CONSUMER DIS.CO.

Credit Transaction: MANUFACTURED HOME ACCOUNT

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the postmarked date of this Notice.

If you correct the default, you may continue with the contract as though you did not default.

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If this default was caused by your failure to make a payment of payments, and you want to pay by mail, send a cashier's check or money order. Do not send cash. Other payment arrangements may be made by contacting Green Tree Consumer Dis.Co.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company,

CIVIL DIVISION

No. 04-865-4

Plaintiff,

Complaint in Civil Action - Replevin

v.

Paul D. Patrick and Vickie L. Patrick,

Filed on behalf of:
Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company

Defendants.

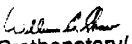
Counsel of Record for this Party:

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

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

JUN 14 2004

Attest.


Prothonotary/
Clerk of Courts

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

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company, f/k/a Conseco Finance)	
Consumer Discount Company,	)	No.
)	
Plaintiff,	)	Complaint in Replevin
)	
v.)	
)	
Paul D. Patrick and Vickie L. Patrick,)	
)	
Defendants.		

NOTICE

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS NOTICE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company,

Plaintiff,

v.

Paul D. Patrick and Vickie L. Patrick,

Defendants.

) CIVIL DIVISION

) No.

) THIS FIRM IS A DEBT COLLECTOR
) ATTEMPTING TO COLLECT A DEBT AND
) ANY INFORMATION OBTAINED WILL BE
) USED FOR THAT PURPOSE. IF YOU HAVE
) PREVIOUSLY RECEIVED A DISCHARGE IN
) BANKRUPTCY AND THIS DEBT WAS NOT
) REAFFIRMED, THIS NOTICE IS NOT AND
) SHOULD NOT BE CONSTRUED TO BE AN
) ATTEMPT TO COLLECT A DEBT, BUT
) ONLY ENFORCEMENT OF A LIEN
) AGAINST PROPERTY.
)

COMPLAINT

COUNT I - REPLEVIN

AND NOW, comes Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, hereinafter referred to as "Plaintiff" or "Green Tree," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at Stonewood Commons III, 105 Bradford Road, Suite 200, Wexford, Pennsylvania 15090.

2. Paul D. Patrick and Vickie L. Patrick, hereinafter referred to as "Defendants," are individuals whose last known address is 186 Patrick Lane, Mahaffey, Pennsylvania 15757.

3. On or about March 31, 2000, Defendants purchased a 1999 Commodore Nova Manufactured Home, Serial Number CX35023AB, (the "Mobile Home"), from Welcome Home Centers, Inc., (the "Seller"), and entered into a written Manufactured Home Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Seller assigned its interest in the Security Agreement to Conseco Finance Corp., who perfected its security interest in said Mobile Home by having an encumbrance placed on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

5. Conseco Finance Corp., subsequently assigned its right, title and interest in the Security Agreement to Conseco Finance Consumer Discount Company, Plaintiff herein.

6. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the new name of the corporation is Green Tree Consumer Discount Company.

7. Plaintiff avers that the approximate retail value of said Mobile Home is \$49,500.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

8. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of June 10, 2004, the Defendants' payments of interest and principal were in arrears in the amount of \$1,438.79. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of June 10, 2004, is \$51,184.02.

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

10. Defendants failed to cure the default or return the Mobile Home upon Plaintiff's demand.

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

12. The Security Agreement provides that in the event of default, Defendants will pay:

- a. the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;

- b. court costs and disbursements; and

- c. costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

13. In order to bring this action Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests:

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

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

COUNT II - DAMAGES

By way of separate and alternative pleading, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, alleges the following:

14. Paragraphs 1 through 13 of this Complaint are incorporated herein by reference as though fully set forth.

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

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests:

a) judgment against Defendants in the amount of \$51,184.02, with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

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



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

VERIFICATION

Carmine M. Amelio, Regional Manager and duly authorized representative of Green Tree Consumer Discount Company, deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing are true and correct to the best of his knowledge, information and belief.

GREEN TREE CONSUMER DISCOUNT COMPANY

A handwritten signature in black ink, appearing to read "Carmine M. Amelio", is written over a horizontal line.

Carmine M. Amelio, Regional Manager

GT-10-32-101 (6/99) MH-RLC

PENNSYLVANIA

DISBURSEMENT DATE: 4/24/00
ACCOUNT # 73327313**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**Date 3-31-2000

PATRICK, VICKIE L.

BUYER: PATRICK, PAUL D., R.D.#1 BOX 311, MAHAFFEY, PA 15757

SELLER: WELCOME HOME CENTERS, INC., RD 2 BOX 429A, BROCKWAY, PA 15824

ASSIGNEE: CONSECO FINANCE CONSUMER DISCOUNT COMPANY, 105 BRADFORD RD SUITE 200, WEXFORD, PA 15090

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment.)
10.71 %	\$ 116349.40	\$ 49535.00	\$ 165884.40	\$ 171584.40

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	460.79	Monthly beginning <u>5-10-00</u>

SECURITY: I am giving a security interest in:

XX The goods or property being purchased. N/A Other (Describe): N/A

FILING FEES: \$ 40.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$5.00 or 5.0% of the unpaid amount of the installment, whichever is less.

PREPAYMENT: If I pay off early, I N/A may XX will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms.
See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

BUYER RESTRICTIONS: If I do not meet this Contract's obligations, I may lose the property that I bought in this sale.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including Taxes of)	\$.00	\$ 55195.00
2. Gross Trade-in	\$.00	
Less: Amount Owed on Trade-in	\$.00	
Net Trade-in	\$.00	
Description: Make		
Year 0000	Size 00 X 00	
3. Cash Down Payment	\$ 5700.00	
4. Total Down Payment	- \$ 5700.00	
5. Unpaid Balance of Cash Sale Price (1 - 4)	+ \$ 49495.00	
6. Paid to Public Officials	+ \$ 40.00	
7. Paid to Insurance Companies	+ \$.00	
8. Paid to Appraiser	+ \$.00	
9. a. Paid to CREDITOR FOR PTS/ORIG. FEE	+ \$ 2972.10	
b. Paid to	+ \$.00	
c. Paid to	+ \$.00	
d. Paid to	+ \$.00	
e. Paid to	+ \$.00	
f. Paid to	+ \$.00	
g. Paid to	+ \$.00	
10. Principal Balance (5 + 6 + 7 + 8 + 9 a.-g.)	+ \$ 52507.10	
11. Prepaid Finance Charges	- \$ 2972.10	
12. Amount Financed (10 - 11)	\$ 49535.00	

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

\$.00 for insurance protection for a term of 00 years

N/A Comprehensive (\$.00 deductible)

N/A Flood

N/A Liability

N/A Other

N/A Vendor's Single Interest

**OPTIONAL CREDIT LIFE
AND DISABILITY INSURANCE**

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

N/A Single Credit Life Insurance \$.00

N/A Joint Credit Life Insurance \$.00

N/A Single Credit Disability Insurance \$.00

Total \$.00

X

Signature of Buyer(s) Insured

Date

CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

CX 35023AB

PATRICK - 4886684

NEW OR USED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
N	1999 COMMODORE	NOVA	SX35023AB	28 X 68
<input checked="" type="checkbox"/> Stove <input checked="" type="checkbox"/> Refrigerator <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Air Conditioner <input type="checkbox"/> Wheels/Axles				

Other (Describe)

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.
3. **SECURITY INTEREST:** I give you a security interest in the Manufactured Home and any property added to it or attached. The purpose for giving this security interest is to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in proceeds and premium refunds of any insurance and service contracts purchased with this Contract. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. Only the counterpart labeled "original" may create a security interest in chattel paper according to the Uniform Commercial Code definition in effect in Pennsylvania.
4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.
5. **NSF FEE:** If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of N/A.

6. **PREPAYMENT:** I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A.

PARTIAL PREPAYMENTS WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.

7. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 10.00% per annum.

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

8. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

9. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

10. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorneys' fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

11. **NOTICE OF PROPOSED INSURANCE:** If so indicated on the front of this Contract, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this Contract. The insurance company named on the front of this Contract will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this Contract. The term of insurance will begin as of the date of this Contract and will end on the original due date of this Contract.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this Contract is prepaid before it is due, a refund of insurance charges will be made when due.

12. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) **Acceleration:** You can require me to immediately pay you the entire

remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

13. CURE OF DEFAULT: I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the notice of default. To cure the default, I must pay:

- (a) all amounts which would have been due in the absence of default and acceleration,
- (b) reasonable attorney's fees plus court costs and actual out-of-pocket expenses as further defined in paragraph 12,
- (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, and
- (e) perform any other obligations under default.

I must also perform any other obligation I would have had to perform in the absence of default. I have the right to cure a default up to three (3) times in any calendar year.

14. NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

15. ATTORNEY'S FEES: If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

16. MISCELLANEOUS PROVISIONS: This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

17. ARBITRATION: All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

18. ADDITIONAL TERMS:

N/A

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.

NOTICE TO BUYER: 1. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE BOX ON PAGE 1.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

(X) Paul D. Patrick
Signature of Buyer PAUL D. PATRICK

3-31-00
Date

(X) Vickie L. Patrick
Signature of Buyer VICKIE L. PATRICK

3/31/00
Date

ASSIGNMENT BY SELLER

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

IN ADDITION TO THE ABOVE, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

WELCOME HOME CENTERS, INC.

Date: 3-31-2000

By: X

Robert L. Baranowski (Seller)

Title: Vice President

() A. Without Recourse () B. Limited Recourse () C. Repurchase () D. With Recourse () E. Limited Repurchase
Payments Payments

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

199520517 73321313
1.985
001470063006905-001
CX35023AB 1997 COMMOORE 54738343301 PA
VEHICLE IDENTIFICATION NUMBER YEAR MAKE OF VEHICLE TITLE NUMBER
MH BODY TYPE DUP SEAT CAP PRIOR TITLE STATE ODOM. PROCD. DATE EXEMPT ODOM. MILES ODOM. STATUS
5/30/00 5/30/00 UNLADEN WEIGHT GVWR GCWR TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW
REGISTERED OWNER(S)

PAUL D & VICKIE L
PATRICK
R D 1 BOX 311
MAHAFFEY PA 15757

ODOMETER STATUS	
0	ACTUAL MILEAGE
1	MILEAGE EXCEEDS THE MECHANICAL LIMITS
2	NOT THE ACTUAL MILEAGE
3	NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
4	EXEMPT FROM ODOMETER DISCLOSURE
TITLE BRANDS	
A	ANTIQUE VEHICLE
C	CLASSIC VEHICLE
D	COLLECTIBLE VEHICLE
F	OUT OF COUNTRY
G	ORIGINALLY MFGD. FOR NON-U.S. 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 REBUILT VIN
W	FLOOD VEHICLE
X	IS/WAS A TAXI

FIRST LIEN FAVOR OF:

SECOND LIEN FAVOR OF:

CONSECO FINANCE CORP

FIRST LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

CONSECO FINANCE CORP
4625 RIVER GREEN PKY NW
DULUTH GA 30096

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

JUN 05 2000

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

BRADLEY L. HALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION-

SUBSCRIBED AND SWORN
TO BEFORE ME:

MO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

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 LIEN-HOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE: _____ IF NO LIEN, CHECK ☐

2ND LIEN-HOLDER

STREET

CITY

STATE

ZIP

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTH

STORE IN A SAFE PLACE - IF LOST

EXHIBIT "B"

E VOIDS THIS TITLE

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

05153352

AL, AZ, AR, CT, DE, DC, FL, GA, IA (LH PMM), ID, IL, IN, KY, LA, MA (LH), MD, ME (LH First Liens), MI, MN, MO (LH First Liens), MS, MT, NE, NV, NH, NJ (HO), NM, NY, NC, ND, OH, OK, OR, PA (HO), RI, SD, TN, TX (HO), UT, VT, VA, WA, WI (LH First Liens), WV (LH), WY

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 3-29-04

CERTIFIED MAIL RECEIPT NO.

PAUL D PATRICK
186 PATRICK LANE
MAHAFFEY, PA 15757

GREEN TREE CONSUMER DISCOUNT CO.
105 BRADFORD ROAD SUITE 200
WEXFORD, PA 15090

1-800-245-1340

Account No: 73327313

CREDITOR: GREEN TREE CONSUMER DIS.CO.

Credit Transaction: MANUFACTURED HOME ACCOUNT

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the postmarked date of this Notice.

If you correct the default, you may continue with the contract as though you did not default.

Your default consists of 3 payments (plus N/A in fees and charges) totaling \$1462.00.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying **\$1462.00** which consists of **\$1452.00 for past due payments 10.00 for late charges, or by doing the following: NA,**

Creditors rights: If you do not correct your default in the time allowed, the creditor may exercise its rights against you under the law by taking legal action to repossess or foreclose on its collateral.

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of **50918.11 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.**

If you have questions, write Green Tree Consumer Dis. Co. at the above address or call the number provided.

If this default was caused by your failure to make a payment of payments, and you want to pay by mail, send a cashier's check or money order. Do not send cash. Other payment arrangements may be made by contacting Green Tree Consumer Dis.Co.

EXHIBIT "C"

AL, AZ, AR, CT, DE, DC, FL, GA, IA (LH PMM), ID, IL, IN, KY, LA, MA (LH), MD, ME (LH First Liens), MI, MN, MO (LH First Liens), MS, MT, NE, NV, NH, NJ (HO), NM, NY, NC, ND, OH, OK, OR, PA (HO), RI, SD, TN, TX (HO), UT, VT, VA, WA, WI (LH First Liens), WV (LH), WY

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 3-29-04

CERTIFIED MAIL RECEIPT NO.

VICKIE L PATRICK
186 PATRICK LANE
MAHAFFEY, PA 15757

GREEN TREE CONSUMER DISCOUNT CO.
105 BRADFORD ROAD SUITE 200
WEXFORD, PA 15090

1-800-245-1340

Account No: 73327313

CREDITOR: GREEN TREE CONSUMER DIS.CO.

Credit Transaction: MANUFACTURED HOME ACCOUNT

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the postmarked date of this Notice.

If you correct the default, you may continue with the contract as thought you did not default.

Your default consists of 3 payments (plus N/A in fees and charges) totaling \$1462.00.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$1462.00 which consists of \$1452.00 for past due payments 10.00 for late charges, or by doing the following: NA,

Creditors rights: If you do not correct your default in the time allowed, the creditor may exercise its rights against you under the law by taking legal action to repossess or foreclose on its collateral.

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of 50918.11 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.

If you have questions, write Green Tree Consumer Dis. Co. at the above address or call the number provided.

If this default was caused by your failure to make a payment of payments, and you want to pay by mail, send a cashier's check or money order. Do not send cash. Other payment arrangements may be made by contacting Green Tree Consumer Dis.Co.

William A. Brown
Professor

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company,

Plaintiff,

v.

Paul D. Patrick and Vickie L. Patrick,

Defendants.

Civil Division Number:

04-865-CD

Motion for Service of Process

\$0 1:24 by J. C. Dyer

SEP 09 2004

ORDER OF COURT

William A. Shaw
Prothonotary

AND NOW, to wit, this 8 day of September, 2004, upon consideration of the Motion for Service of Process Action in Personal Property Action in Accordance with Rule 430 of the Pennsylvania Rules of Civil Procedure and the within Affidavit of Erin P. Dyer, Attorney for Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, it appearing that a good faith investigation and effort to locate Defendant Paul D. Patrick by Plaintiff, it is hereby:

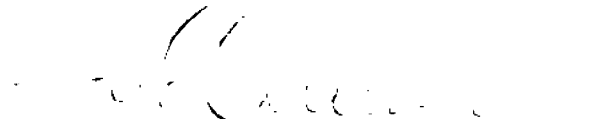
ORDERED that service of the Complaint in Replevin and any other pleadings in this case requiring personal service on Defendant Paul D. Patrick shall be made by:

Required (x) Not Required () Posting a copy of the Complaint in Replevin and any other pleadings in this case requiring personal service on the most public part of the property located at 186 Patrick Lane, Mahaffey, Pennsylvania 15757.;

Required (x) Not Required () Forwarding a copy of the Complaint in Replevin and any other pleadings in this case requiring personal service by regular mail and certified mail (service to be complete upon mailing) to Defendant Paul D. Patrick at 186 Patrick Lane, Mahaffey, Pennsylvania 15757.. and/or;

Required () Not Required (x) Publication pursuant to Rule 430(b).

BY THE COURT:



J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company,

Plaintiff,

v.

Paul D. Patrick and Vickie L. Patrick,

Defendants.

Civil Division Number:

04-865-CD

Motion for Service of Process in
Personal Property Action in
Accordance with Rule 430 of the
Pennsylvania Rules of Civil Procedure

Filed on Behalf:

Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company

Counsel of Record for this Party:

Erin P. Dyer, Esquire
PA I.D. #52748
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

FILED 3cc
m/11-29-04
SEP 07 2004
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	Civil Division Number:
Company, f/k/a Conseco Finance)	
Consumer Discount Company,	)	10869-CD-2004
)	
Plaintiff,)	
)	
v.	)	Motion for Service of Process
)	
Paul D. Patrick and Vickie L. Patrick,)	
)	
)	
Defendants.)	

MOTION FOR SERVICE OF PROCESS IN PERSONAL PROPERTY
ACTION IN ACCORDANCE
WITH RULE 430 OF THE PENNSYLVANIA RULES OF CIVIL PROCEDURE

AND NOW, comes Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, by and through its counsel, Erin P. Dyer, Esquire, and avers the following in support of its Motion for Service of Process in Personal Property Action in Accordance with Rule 430 of the Pennsylvania Rules of Civil Procedure:

1. On or about June 14, 2004, Plaintiff filed a Complaint in Replevin with the Prothonotary of Clearfield County at Civil Division Number 04-865-CD.
2. Plaintiff seeks to enforce the terms of a written Manufactured Home Retail Installment Contract and Security Agreement, ("Security Agreement") entered into with the Defendants for the purchase of a 1999 Commodore Nova Manufactured Home, Serial Number CX35023AB, (the "Mobile Home").
3. Plaintiff perfected its security interest in said Mobile Home by having an encumbrance placed on the Certificate of Title.

4. Plaintiff seeks to recover possession of the Mobile Home following a default on regular monthly payments by the Defendants pursuant to the terms of the Security Agreement.

5. The Mobile Home is located at 186 Patrick Lane, Mahaffey, Pennsylvania 15757.

6. The Plaintiff avers and therefore believes that Vickie L. Patrick is not in possession of the Mobile Home and currently resides in Jefferson County, Pennsylvania at 1233 Penn Avenue, Brockway, Pennsylvania 15824.

7. On September 2, 2004, Plaintiff directed the Sheriff of Clearfield County to deputize the Sheriff of Jefferson County in order to serve Vickie L. Patrick with the Complaint.

8. The Sheriff of Clearfield County cannot locate Paul D. Patrick for service of the Complaint.

9. Plaintiff has conducted an investigation in order to determine the whereabouts of Paul D. Patrick as set forth on the attached Affidavit.

10. Notwithstanding the investigation as set forth on the attached Affidavit, Plaintiff has been unable to locate Paul D. Patrick.

11. Plaintiff requests an Order directing service of the Complaint in Replevin and any other pleadings in this case requiring personal service on Paul D. Patrick by one or more of the following methods:

- a. posting a copy of the Complaint in Replevin and any other pleadings in this case requiring personal service on the most public part of the property;

- b. sending copies of the Complaint in Replevin and any other pleadings in this case requiring personal service by ordinary mail and certified mail to the Paul D. Patrick's last known address and/or;
- c. by publication pursuant to Rule 430(b).

12. Plaintiff avers alternatives (a) and (b) are the methods of service most likely to achieve the notice requirements of cue process while at the same time permitting the Plaintiff to take possession of the property without undue delay and expense.

13. Plaintiff requests that the court not require service as stated under alternative (c). Publication pursuant to Rule 430(b) would cause undue expense and delay to be incurred by Plaintiff and further delay Plaintiff's ability to foreclose as provided for under a properly executed Security Agreement.

14. Payment under the terms of the Security Agreement have been in default since April 10, 2004. Further delay of Plaintiff's ability to recover possession of the Mobile Home serves only to unjustly enrich the Defendants.

WHEREFORE, Plaintiff requests that this Honorable Court direct service as requested herein and provided for on the attached proposed Order of Court.

By:



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	Civil Division Number:
Company, f/k/a Conseco Finance)	
Consumer Discount Company,	)	04-865-CD
)	
Plaintiff,)	
	)	Motion for Service of Process
v.)	
)	
Paul D. Patrick and Vickie L. Patrick,)	
)	
)	
Defendants.)	

AFFIDAVIT OF REASONABLE INVESTIGATION

COMMONWEALTH OF PENNSYLVANIA)	
	)	ss
COUNTY OF ALLEGHENY)	

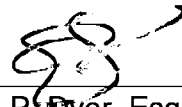
Erin P. Dyer, Esquire, being duly sworn according to law, deposes and says that he is the attorney for the Plaintiff in the above-captioned Civil Action in Replevin; that he has personal knowledge concerning the facts set forth in the attached Motion for Service of Process in Personal Property Action in Accordance with Rule 430 of the Pennsylvania Rules of Civil Procedure; that he has authorization from the Plaintiff to make this Affidavit, and that the facts set forth in this Affidavit are true and correct to the best of his personal knowledge, to wit:

That he has attempted to locate the whereabouts of Paul D. Patrick, Defendant in the above-captioned Civil Action in Replevin by conducting a reasonable search, which search included the following:

That he secured an Affidavit of Good Faith Investigation from Default Express Services, Inc. on July 27, 2004, whereby the Defendant's last known address was searched by means of a Credit Search, Directory Assistance Search through the telephone company, contact with Defendant's former and/or current neighbors, Post Office Search, Motor Vehicle Registration Search, Death Records Search and Public License Search. Plaintiff has attached hereto as Exhibit "A" is a copy of the notarized Affidavit of Good Faith Investigation for Paul D. Patrick.

Erin P. Dyer, Esquire further deposes and says that after attempting to locate Paul D. Patrick by conducting a reasonable search as indicated above, he has been unable to find any additional information as to his whereabouts and location in order to serve Complaint in Replevin and related documents.

These statements are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



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



Default Express Services, Inc.
13000 Route 73 Suite 107
Four Greentree Center
Marlton, NJ 08053
Phone: 856-985-3340
Fax: 856-985-3342
info@defaultexpress.com

File # : 04-13211
Firm : Dyer Law Firm - 73327313
Subject : Paul D. Patrick

Current address : 186 Patrick Ln. Mahaffey, PA 15757
Property address : 186 Patrick Ln. Mahaffey, PA 15757
Mailing address : 186 Patrick Ln. Mahaffey, PA 15757

I Steven M. Ruffo, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above noted individual(s) on 7/27/04 and have discovered the following

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following to be true and correct
Paul D. Patrick - 199-52-9517

B. EMPLOYMENT SEARCH

Paul D. Patrick - Our Office was unable to verify the employment information on the credit report.

C. INQUIRY OF CREDITORS

On 7/27/04 our inquiry with the creditors indicate that Paul D. Patrick reside(s) at 186 Patrick Ln. Mahaffey, PA 15757

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

On 7/27/04 our inquiry with the Directory Assistance indicated that Paul D. Patrick reside(s) at 186 Patrick Ln. Mahaffey, PA 15757 non published. Our office could not reach the mortgagor due to the non published number.

III. INQUIRY OF NEIGHBORS

Using our Whitepages database we contacted James Whiteman 185 Patrick Ln. on 7/27/04 and he/she verified that Paul D. Patrick reside at 186 Patrick Ln. Mahaffey, PA 15757.

IV. INQUIRY OF POSTOFFICE

A. NATIONAL ADDRESS UPDATE

Our inquiry with National Address database on 7/27/04 indicates the following is correct Paul D. Patrick - 186 Patrick Ln. Mahaffey, PA 15757

B. ADDITIONAL ACTIVE MAILING ADDRESS

Per our inquiry with creditors on 7/27/04 the following is an active mailing address : no addresses on file.

V. MOTOR VEHICLE REGISTRATION

A. MOTOR VEHICLE & DMV OFFICE

Per the Pennsylvania Department of motor vehicle Paul D. Patrick has a valid identification registered with the state.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 7/27/04 Vital records has no death records on file for Paul D. Patrick

B. PUBLIC LISCENSES (PILOT, REAL ESTATE ETC.)

Our office conducted a check on 7/27/04 for public licenses/records and found the following : none

C. COUNTY VOTER REGISTRATION

The Clearfield Cnty voter registration would only indicate a registration for Paul D. Patrick

D. INTERNET

All accessible public databases have been checked and cross-referenced for the above named individual(s).

E. TAX ASSESSMENT OFFICE

On 7/27/04 our office conducted a search of the following tax records which showed the following : Not applicable

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

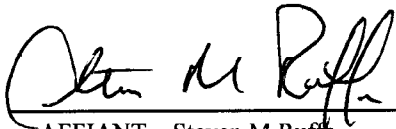
Paul D. Patrick - 1/26/62

B. A.K.A

none

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities

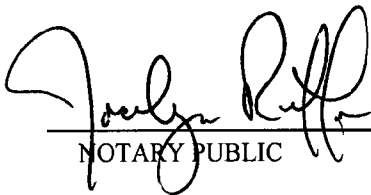
I hereby verify that the statemants made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa.C.S. Sec 4904 relating to unsworn falsification to authorities.



AFFIANT Steven M. Ruffo
Default Express Services, INC. President

Sworn to and subscribed before me this 27 day of July 2004

NOTARIAL SEAL
Jocelyn Ruffo
Notary Public State of New Jersey
My Commision Expires Mar.21, 2007


NOTARY PUBLIC

Default Express Services, Inc.
13000 Route 73 Suite 107
Four Greentree Center
Marlton, NJ 08053
Phone: 856-985-3340
Fax: 856-985-3342
info@defaultexpress.com

ABOVE INFORMATION IS OBTAINED FROM AVAILABLE PUBLIC RECORDS AND WE ARE ONLY LIABLE TO THE COST OF THE AFFIDAVIT

Report Results

SSN ISSUED-74

STATE ISSUED-PA

* 199 EQUIFAX INFORMATION SERVICES LLC, P C BOX 740241,
, ATLANTA, GA, 30374-0241, 800/685-1111

*PATRICK, PAUL, DALLAS, JR SINCE 12/19/90 FAD 06/10/04 FN-724
186, PATRICK, LN, MAHAFFEY, PA, 15757, TAPE RPTD 01/03
1233, PENN, AVE, BROCKWAY, PA, 15824, TAPE RPTD 05/04
RR 1, BOX 311, , MAHAFFEY, PA, 15757, TAPE RPTD 06/02
BDS-01/26/1962, SSS-199-52-9517
01 ES-, DEDICATED DISTRIBUTION

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
BUREAU OF DRIVER LICENSING
BASIC DRIVER INFORMATION
JUL 23 2004

DRIVER: PAUL DALLAS PATRICK JR
186 PATRICK LANE
MAHAFFEY, PA 15757

DRIVER LICENSE NO : 19564863
DATE OF BIRTH : JAN 26 1962
SEX : MALE
RECORD TYPE : 4YR LIC/LP

DRIVER LICENSE (DL)

LICENSE CLASS :
LICENSE ISSUE DATE: JAN 20 2004
LICENSE EXPIRES :
ORIG ISSUE DATE : MAR 11 1988
MED RESTRICTIONS : NONE
LEARNER PERMITS :
LICENSE STATUS :

COMMERCIAL DRIVER LICENSE (CDL)

CDL LICENSE CLASS : A*
CDL LICENSE ISSUED : JAN 20 2004
CDL LICENSE EXPIRES: JAN 27 2008
CDL ENDORSEMENTS : NONE
CDL RESTRICTIONS : NONE
CDL LEARNER PERMITS:
CDL LICENSE STATUS :

SB ENDORSEMENT :

PROBATIONARY LICENSE (PL)

PL LICENSE CLASS :
PL LICENSE ORIG ISS:
PL LICENSE ISSUED :
PL LICENSE EXPIRES :
PL LICENSE STATUS :

OCCUPATIONAL LIMITED LICENSE (OLL)

OLL LICENSE CLASS :
OLL LICENSE ISSUED :
OLL LICENSE EXPIRES:
OLL LICENSE STATUS :

*** END OF RECORD ***

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company, f/k/a Conseco Finance
Consumer Discount Company,

Plaintiff,

v.

Paul D. Patrick and Vickie L. Patrick,

Defendants.

Civil Division Number:

04-865-CD

Motion for Service of Process

CERTIFICATE OF SERVICE

I, Erin P. Dyer, certify that on September 3, 2004, I served a copy of the Motion for Service of Process in Personal Property Action in Accordance with Rule 430 of the Pennsylvania Rules of Civil Procedure and proposed Order of Court on Defendants Paul D. Patrick and Vickie L. Patrick. Defendants were served via United States First Class Mail with Certificate of Mailing, Postage Prepaid at the address indicated below.

Paul D. Patrick
186 Patrick Lane
Mahaffey, PA 15757

Vickie L. Patrick
1233 Penn Avenue
Brockway, PA 15824

By:



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

In The Court of Common Pleas of Clearfield County, Pennsylvania

GREEN TREE CONSUMER DISCOUNT COMPANY

Sheriff Docket # 15766

VS.

04-865-CD

PATRICK, PAUL D. & VICKIE L.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW SEPTEMBER 20, 2004 MAILED THE WITHIN COMPLAINT IN REPLEVIN TO PAUL PATRICK, DEFENDANT BY REGULAR MAIL TO 186 PATRICK LANE, MAHAFFEY, PA. 15757 BEING HIS LAST KNOWN ADDRESS

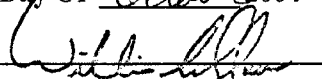
NOW SEPTEMBER 22, 2004 AT 9:43 AM POSTED THE WITHIN COMPLAINT IN REPLEVIN ON THE PROPERTY OF PAUL D. PATRICK, DEFENDANT AT 186 PATRICK LANE, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA.

NOW SEPTEMBER 25, 2004 SERVED THE WITHIN COMPLAINT IN REPLEVIN ON PAUL D. PATRICK, DEFENDANT BY CERT. MAIL #7002 3150 0000 7854 5535 AT 186 PATRICK LANE, MAHAFFEY, PA. 15757 BEING HIS LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT.

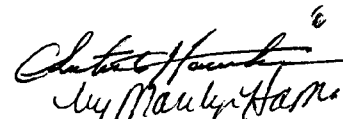
Return Costs

Cost	Description
42.38	SHERIFF HAWKINS PAID BY: ATTY CK# 3278
30.00	SURCHARGE PAID BY: ATTY CK# 3279

Sworn to Before Me This

8 Day Of October 2004


So Answers,


Chester A. Hawkins
Sheriff

EW
O 3:11 PM 10/22/04
OCT 08 2004

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PAUL D. PATRICK
186 Patrick Lane
Mahaffey, Pa. 15757

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Paul Patrick

C. Date of Delivery

7-15-01

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7002 3150 0000 7854 5535

UNITED STATES POSTAL SERVICE

RCVD USPS 152 09PM 01 14 15



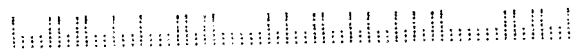
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS
Sheriff of Clearfield County
1 N. 2nd St., Suite 116
Clearfield, Pa. 16830

D766

02



7002 3150 0000 0515 2002 5555 4582 0000 7854 5535

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

MAHAFFEY PA 15757

Postage	\$ 10.83
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 14.88

0830
04 Postmark
Here
09/20/2004

Sent to
PAUL D. PATRICK
Street, Apt. No.,
or PO Box No. 186 Patrick Lane
City, State, ZIP+4 Mahaffey, Pa.15757

PS Form 3800, June 2002 PSN 7530-01-000-9000 See Instructions for Instructions

Certified Mail Provides:

- * A mailing receipt
- * A unique identifier for your mailpiece
- * A record of delivery kept by the Postal Service for two years

PS Form 3800, June 2002 (Reverse)

Important Reminders:

- * Certified Mail may **ONLY** be combined with First-Class Mail[®] or Priority Mail[®].
- * Certified Mail is *not* available for any class of international mail.
- * **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- * For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS[®] postmark on your Certified Mail receipt is required.
- * For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- * If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

79651

In The Court of Common Pleas of Clearfield County, Pennsylvania

GREEN TREE CONSUMER DISCOUNT COMPANY

Sheriff Docket # 15766

VS.

04-865-CD

PATRICK, PAUL D. & VICKIE L.

COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW SEPTEMBER 8, 2004 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN REPLEVIN ON VICKIE L. PATRICK, DEFENDANT.

NOW SEPTEMBER 16, 2004 SERVED THE WITHIN COMPLAINT IN REPLEVIN ON VICKIE L. PATRICK, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED GERI PASARCIK, MOTHER

Return Costs

Cost	Description
19.00	SHERIFF HAWKINS PAID BY: ATTY CK# 3237
10.00	SURCHARGE PAID BY: ATTY CK# 3238
36.50	JEFFERSON CO. SHFF. PAID BY: ATTY

Sworn to Before Me This

So Answers,

8 Day Of October 2004
William L. Sharp

Chester A. Hawkins
Chester A. Hawkins
Chester A. Hawkins
Sheriff

664

0 3:11 PM NO 4

01000

No. 04-865-CD

Personally appeared before me, Carl J. Gotwald, Sr., Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on September 16, 2004 at 3:00 o'clock P.M. served the Reinstated Notice and Complaint in Replevin upon VICKIE L. PATRICK, Defendant, at 1230 Penn Avenue, Borough of Brockway, County of Jefferson, State of Pennsylvania by handing to Geri Pasarcik, Vickie's mother and adult person in charge at time of service, a true copy of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 34.50 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 36.50
Refunded:	\$ 88.50

So Answers,

Given and acknowledged

on before me this

day of

10.

29th
Sept 2004
Carl J. Gotwald Sr.

JEFFERSON COUNTY, PENNSYLVANIA

Deputy

Sheriff

My Commission Expires The

First Monday January 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA


Green Tree Consumer Discount	)	CIVIL DIVISION
Company, f/k/a Conseco Finance)	
Consumer Discount Company,	)	No. 04 - 865 - CD
)	
Plaintiff,)	
)	
v.)	
)	
Paul D. Patrick and Vickie L. Patrick,)	
)	
Defendants.)	
)	

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

To the Prothonotary:

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

Respectfully submitted,



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

*M. 4650 Cent + loc
to atty Company*

OCT 12 2004

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

CIVIL DIVISION

**Green Tree Consumer Discount
Conseco Finance Consumer Discount**

Vs.

No. 2004-00865-CD

**Paul D. Patrick
Vickie L. Patrick**

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 October 12, 2004, marked:

Discontinued, Settled and Ended without prejudice.

Record costs in the sum of \$334.88 have been paid in full by Attorney Dyer.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 12th day of October A.D. 2004.

William A. Shaw, Prothonotary