

04-1626-CD
GREENPOINT CREDIT LLC et al. vs. TIMA MARIE McCUNE

Greenpoint Credit et al vs Womeldorf
2004-1626-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and
Servicer for the First National Bank of
Chicago, as Trustee under the Pooling and
Servicing Agreement dated June 1, 1996,

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie
Billotte

Defendant.

CIVIL DIVISION

No. *04-1626-CD*

TYPE OF PLEADING:
Complaint in Replevin

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED *Atty pd.
m/10/04
85.00
OCT 18 2004 2ec shff*

William A. Shaw
Prothonotary/Clerk of Courts

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NOTICE

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

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

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

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

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Greenpoint Credit LLC, as Agent and
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Billotte

Defendant.

COMPLAINT IN REPLEVIN

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

1. Tina Marie McCune, hereinafter referred to as "Defendant," is an individual whose last known address is 1113 Willow Drive, Clearfield, PA 16830-9206.
2. Greenpoint Credit LLC hereinafter referred to as "Plaintiff," is a limited liability company and is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about November 1, 1995, Defendant entered into a "Retail Installment Contract and Security Agreement," hereinafter referred to as the "Security Agreement," whereby Defendant purchased and financed from Pine Valley Mobile Home Sales, a 1994 Pine Grove Manu Pine Grove manufactured home (serial no. GP39532) with certain furnishings, equipment,

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

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

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, BankAmerica Housing Services, a division of Bank of America, fsb, on or about November 1, 1995, as permitted by the Security Agreement.

6. The Security Agreement was subsequently assigned for value to The First National Bank of Chicago, as Trustee under the Pooling and Servicing Agreement dated as of June 1, 1996 ("The First National Bank of Chicago"), as permitted by the Security agreement.

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

8. Pursuant to the Security Agreement, Defendant promised to pay the financed amount of \$27,495.00.

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

10. Plaintiff's predecessor-in-interest perfected its security interest in the Manufactured Home by having an encumbrance placed on the title thereto. A true and correct copy of the

Certificate of Title for a Vehicle is marked as Exhibit "B" and is attached hereto and made a part hereof.

11. Plaintiff avers that the approximate retail value of the Manufactured Home is \$24,866.00.

12. Defendant has defaulted under the Security Agreement by failing to make payments when due. As of October 12, 2004, the delinquent payment amount due and owing from Defendant to Plaintiff is \$878.07.

13. As of October 12, 2004, the amount owed by Defendant to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$28,680.52. The interest on said amount is accruing at the daily rate of \$7.53.

14. Defendant has failed to surrender the Manufactured Home upon Plaintiff's demand.

15. On August 26, 2004, Plaintiff provided Defendant with a Notice of Default, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

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

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$24,866.00, plus attorneys fees in the amount of \$600.00, costs,

interest from October 12, 2004, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan
Attorneys for Plaintiff

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

PENNSYLVANIA
**RETAIL INSTALLMENT CONTRACT
 and SECURITY AGREEMENT**

MH FIXED RATE CONTRACT

FOR OFFICE USE ONLY	LOAN PLAN: F01
	OFFICE NUMBER: 79075
	DEALER NO.: 750180
	ACCT. NO.: 75300677

NAME: TINA MARIE MCCUNE



BUYER(S): NAME: _____

CONT

BUYER'S NAME: _____

ADDRESS: LOT 13 CAPRICORN CT

CITY: CLEARFIELD

COUNTY: LAWRENCE

STATE: PA ZIP: 16830

PHONE: 814/768-7281 S. SEC. *(S): 210-58-4844

PROPOSED LOCATION OF MANUFACTURED HOME: 1113 WILLOW DRIVE CLEARFIELD, PA 16830

"I," "me" or "us" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "you" or "your" means the seller and any assignee. This contract will be submitted to the Creditor indicated below, at a local office, and if approved, it will be assigned to that Creditor. On the date of this contract, I buy from you on a credit sale basis the manufactured home described below, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

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

Description of Manufactured Home:	TRADE NAME: <u>PINE GROVE MANU</u>	MODEL: <u>PINE GROVE</u>
	YEAR: <u>94</u>	NEW: <u>X</u> USED: _____
SERIAL NUMBERS:	<u>GP39532</u>	LENGTH: <u>80</u> ft. WIDTH: <u>14</u> ft.
ADDITIONAL ACCESSORIES AND FURNISHINGS:	<u>SKIRTING</u>	<u>SERIAL NUMBER</u>

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

10.50 % per

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

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: <u>10.50</u> %	The dollar amount the credit will cost me: <u>\$ 63,048.60</u>	The amount of credit provided to me or on my behalf: <u>\$ 27,495.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 90,543.60</u>	The total cost of my purchase on credit including my down payment of <u>\$ 3,055.00</u> : <u>\$ 93,598.60</u> Total Pay: <u>Downpayment</u>

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

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

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

Fin. Charge: Amount Fin. Total Pay : Downpayment

Number of Payments	Amount of Payments	When Payments Are Due
My payment schedule will be:	360 \$ 251.51	Monthly, beginning <u>12/01</u> .19 <u>95</u>
	\$.00	Monthly, beginning _____ .19
	\$.00	Monthly, beginning _____ .19
	\$.00	Monthly, beginning _____ .19

Late Charge: If a payment is more than 15 days late, I will be charged 5 % of the unpaid amount of such payment, not to exceed \$ 5.00.

Assumption: Someone buying my Manufactured Home may, under certain circumstances, be allowed to assume the remainder of the contract on the original terms.

ITEMIZATION OF AMOUNT FINANCED		
1. Cash Price (Incl. Sales Tax of \$.00	\$ 30,500.00
2. a. Cash Downpayment	\$ 3,055.00	
b. Trade-In (Year, Make, Model):		
Length	Width	
Gross Value \$.00	Liens \$.00	
(Seller to pay off)		
Net Trade-In Value	\$.00	
Total Downpayment	\$ 3,055.00	
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 27,445.00	
4. Amounts paid to others on my behalf:		
a. To Insurance Companies:		
(1) Property Insurance	\$.00	
(2) Credit Life Insurance	\$.00	
b. To Public Officials:		
(1) Certificate of Title	\$ 50.00	
(2) _____	\$.00	
c. To Seller:		
For:	\$.00	
(Prepaid Finance Charge)		
d. To:		
For:	\$.00	
e. To:		
For:	\$.00	
Total (a + b + c + d + e)	\$ 50.00	
5. Unpaid Balance (3 plus 4)	\$ 27,495.00	
6. Prepaid Finance Charge	\$.00	
7. Amount Financed (5 minus 6)	\$ 27,495.00	

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

SELLER: PINE VALLEY MOBILE HOME SALES

SELLER'S
ADDRESS:

RD 1, BOX 16-B, RT 255

PENFIELD, PA 158490000

SELLER'S
SIGNATURE:

X *Tina Marie McCune*

SELLER'S
TITLE:

X *OWNER*

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

X *Tina Marie McCune*

(Signature of Buyer)

INSURANCE

PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown:

Type of Insurance	Term	Premium
Broad Form Comp.	OMOS	\$.00
Mobile Home Owners	OMOS	\$.00
SERV CNTRT		\$.00

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

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

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

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

Type of Coverage	Term	Premium
Single		\$.00
Joint		\$.00
		Date _____
(signature)		
		Date _____
(signature)		

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

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

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

BUYER(S) SIGNATURE(S):

X *Tina Marie McCune*
TINA MARIE MCCUNE

DATE OF THIS CONTRACT: *X* 11/1 .19 96

(Signature of Co-Buyer)

ADDITIONAL TERMS AND CONDITIONS

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in all goods that are or may hereafter by operation of law become accessions to it, (2) any refunds of unearned insurance premiums and performance of my obligations under this contract, including any additional debt arising because of my failure to perform my mortgage or deed of trust on my real estate, then this security agreement is not exclusive. Your rights and remedies under this contract and any mortgage or deed of trust executed herewith are cumulative, but my right to a Notice of Default and Right to Cure Default shall not be affected by any inconsistent provision of any mortgage or deed of trust. My execution of this contract constitutes a waiver of my personal property and homestead exemption rights to the personal and real property herein described.

PREPAYMENT: I MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY, BUT I WILL NOT BE ENTITLED TO A REFUND OF THE PREPAID FINANCE CHARGE, IF ANY.

PROPERTY INSURANCE: I am required to insure the Manufactured Home against physical damage for the term of the contract at my expense. The minimum coverage will be Broad Form Comprehensive in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time on this contract. The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for 10 day notice of cancellation to you. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this contract, I must obtain no less than the minimum coverage at my expense for the remaining term of the contract. Should I fail to maintain insurance coverage, you may, but are not obligated to, obtain the minimum coverage and such additional coverage as you may reasonably require. If you do so, you will notify me of that fact and that the cost, plus interest at the contract rate, will be added to my debt. I will repay such amount during the term of the policy in the manner requested by you. I understand that the insurance premiums may be higher if you must purchase the insurance than might be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company who may receive a profit for this service.

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

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

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

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

REMEDIES UPON DEFAULT: If I do not cure the default, you may do either or both of the following at the end of the notice period: (a) you can require me to immediately pay you the entire remaining unpaid balance of the contract plus accrued interest, or (b) you can repossess the Manufactured Home. If you are not required to send me the Notice of Default and Right to Cure Default, you will have these rights immediately upon my default. Once you get possession of the Manufactured Home, you will sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law.

ATTORNEY FEES: If you hire an attorney who is not your salaried employee to collect what I owe under this contract or to get possession of the Manufactured Home, I will pay your reasonable attorney's fees, provided that prior to commencement of legal action such fees may not exceed \$50.00 and further provided that no attorney's fees may be charged prior to my receipt of the notice of default.

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

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

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

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

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

(See Other Page for Consumer's and Seller's Signatures)

NOTICE

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

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON OTHER PAGE ("Creditor")

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

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

June 1, 1996 (among such Trustee, Bank of America National Trust and Savings Association and BankAmerica Housing Services, an unincorporated division of Bank of America, FSB) or to any successor Trustee thereunder."

By: _____

John Wheeler

ORIGINAL COPY The Chairman and President

COMMONWEALTH OF PENNSYLVANIA

TITLE

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

75300677

960160051005394-001

GP39532

VEHICLE IDENTIFICATION NUMBER

MH

D

94 PINE

YEAR

49242529301 MC

TITLE NUMBER

BODY TYPE

DUP. NO. SEAT CAP

PRIOR TITLE STATE

MAKE OF VEHICLE

1/23/96

EXEMPT

4

DATE TITLED

1/23/96

Odom. Procd. Date

Odom. Miles

Odom. Status

DATE OF ISSUE

1/23/96

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

ODOMETER STATUS

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

TITLE BRANDS

- A = ANTIQUE VEHICLE
- C = CLASSIC VEHICLE
- F = OUT OF COUNTRY
- G = ORIGINALLY MFGD. FOR NON-US
- H = AGRICULTURAL VEHICLE
- L = LOGGING VEHICLE
- P = FORMERLY A POLICE VEHICLE
- R = RECONSTRUCTED
- S = STREET ROD
- T = RECOVERED THEFT VEHICLE
- V = VEHICLE CONTAINS REISSUED VN
- W = FLOOD VEHICLE
- X = FORMERLY A TAXI

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

TINA M MCCUNE
113 WILLOW DR
CLEARFIELD PA 16830

FIRST LIEN FAVOR OF:

BANK OF AMERICA FSB

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

DATE

MAILING ADDRESS

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

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.

BY _____ AUTHORIZED REPRESENTATIVE

BY _____ AUTHORIZED REPRESENTATIVE

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

BRADLEY L. MALLORY

Secretary of Transportation

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

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

LNU

DATE

IF NO LIEN
CHECK BOX

FIRST LIENHOLDER

NAME

STREET

CITY

STATE

LNU

DATE

SECOND LIENHOLDER

NAME

STREET

CITY

STATE

PENAG 800-631-6889

PLAINTIFF'S
EXHIBIT
B

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
TO BEFORE ME

ON THE _____ DAY OF _____, 19____

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF A NOTARY

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

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

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

04402695

ALL SELLER'S SIGNATURES ON THIS SIDE MUST BE NOTARIZED. SIGN ONLY IN THE PRESENCE OF AN OFFICER EMPowered TO ADMINISTER OATHS.

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

WARNING - TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND OR IMPRISONMENT.

A. ASSIGNMENT OF TITLE		If required by law, if purchaser is NOT a registered dealer, Section D on the front of this form must be completed.	
<p>I/We certify, to the best of my/our knowledge that the odometer reading is <u>34,500</u> miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:</p> <p><input checked="" type="checkbox"/> Reflects the amount of mileage <input type="checkbox"/> NOT the actual mileage <input type="checkbox"/> in excess of its mechanical limits <input type="checkbox"/> WARNING: Odometer discrepancy</p> <p>I/We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.</p>			
SUBSCRIBED AND SWORN		TO BEFORE ME	DAY MONTH YEAR
SIGNATURE OF PERSON ADMINISTERING OATH			

**DO NOT NOTARIZE UNLESS SIGNED
IN PRESENCE OF A NOTARY AND
PURCHASER'S NAME IS LISTED**

B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER		If purchaser listed in Block A is NOT a registered dealer Section D on the front of this form must be completed.	
<p>I/We certify, to the best of my/our knowledge that the odometer reading is <u>34,500</u> miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:</p> <p><input checked="" type="checkbox"/> Reflects the amount of mileage <input type="checkbox"/> NOT the actual mileage <input type="checkbox"/> in excess of its mechanical limits <input type="checkbox"/> WARNING: Odometer discrepancy</p> <p>I/We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.</p>			
SUBSCRIBED AND SWORN		TO BEFORE ME	DAY MONTH YEAR
SIGNATURE OF PERSON ADMINISTERING OATH			

**DO NOT NOTARIZE UNLESS SIGNED
IN PRESENCE OF A NOTARY AND
PURCHASER'S NAME IS LISTED
AND SELLER IS A DEALER**

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER		If purchaser is NOT a registered dealer Section D on the front of this form must be completed.	
<p>I/We certify, to the best of my/our knowledge that the odometer reading is <u>34,500</u> miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:</p> <p><input checked="" type="checkbox"/> Reflects the amount of mileage <input type="checkbox"/> NOT the actual mileage <input type="checkbox"/> in excess of its mechanical limits <input type="checkbox"/> WARNING: Odometer discrepancy</p> <p>I/We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.</p>			
SUBSCRIBED AND SWORN		TO BEFORE ME	DAY MONTH YEAR
SIGNATURE OF PERSON ADMINISTERING OATH			

**DO NOT NOTARIZE UNLESS SIGNED
IN PRESENCE OF A NOTARY AND
PURCHASER'S NAME IS LISTED
AND SELLER IS A DEALER**

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IN PRESENCE OF A NOTARY AND
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SUBSCRIBED AND SWORN		TO BEFORE ME	DAY MONTH YEAR
SIGNATURE OF PERSON ADMINISTERING OATH			

NOTICE OF DEFAULT

August 26, 2004

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

TINA M. BILLOTTE
1113 WILLOW DR
CLEARFIELD, PA 16830-9206

You are now in default on your Manufactured Home Loan Contract. If you correct the default, you may continue with the contract as though you did not default. Your default consists of failure to make timely payments of one or more installments as agreed to in the terms of the contract.

Thirty-one (31) days after the date of this notice, we may have the right to commence legal action and repossess your manufactured home.

Cure of default: You may cure your default by making payment in the amount indicated below:

Past Due Monthly Payment(s)	\$	353.02
Late Charge(s)	\$	17.03
Total Due Now	\$	370.05

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

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

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

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

CC: File

If any additional regular payment becomes due during this cure period, this payment must also be paid in order to avoid any further default. This correspondence is an attempt to collect a debt and any information obtained will be used for that purpose.

This is not an attempt to collect a debt. This notice is sent as required by State/Federal law, in order for repossession to begin. You are not responsible to pay this debt because this debt was discharged in your bankruptcy.

PA (344) 095-95-0000075300677-00001

Via Certified Mail: 7103 5580 3025 1296 7705



GreenPoint Credit

VERIFICATION

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

Natalie Marc

Natalie Marc
Legal Processor
Greenpoint Credit LLC

In The Court of Common Pleas of Clearfield County, Pennsylvania

GREENPOINT CREDIT LLC

VS.

MCCUNE, TINA MARIE n/k/a TINA MARIE BILLOTTE

COMPLAINT

Sheriff Docket # 16480

04-1626-CD

SHERIFF RETURNS

NOW OCTOBER 29, 2004 AT 8:51 AM SERVED THE WITHIN COMPLAINT ON TINA MARIE McCUNE a/k/a TINA MARIE BILLOTTE, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TINA MARIE McCUNE a/k/a TINA MARIE BILLOTTE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER

Return Costs

Cost	Description
21.00	SHERIFF HAWKINS PAID BY: ATTY CK# 7582
10.00	SURCHARGE PAID BY: ATTY CK# 7583

Sworn to Before Me This

17th Day Of Nov. 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 Maude A. Hahn
Chester A. Hawkins
Sheriff

①
FILED
NOV 3 2004
NOV 17 2004

William A. Shaw
Prothonotary/Clerk of Courts

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and
Servicer for the First National Bank of
Chicago, as Trustee under the Pooling and
Servicing Agreement dated June 1, 1996,

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie
Billotte

Defendant.

CIVIL DIVISION

No. 04-1626-CJ

TYPE OF PLEADING:
Complaint in Replevin

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

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

OCT 18 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and
Servicer for the First National Bank of
Chicago, as Trustee under the Pooling and
Servicing Agreement dated June 1, 1996,

CIVIL DIVISION

No.

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie
Billotte

Defendant.

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and
Servicer for the First National Bank of
Chicago, as Trustee under the Pooling and
Servicing Agreement dated June 1, 1996,

CIVIL DIVISION

No.

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie
Billotte

Defendant.

COMPLAINT IN REPLEVIN

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

1. Tina Marie McCune, hereinafter referred to as "Defendant," is an individual whose last known address is 1113 Willow Drive, Clearfield, PA 16830-9206.
2. Greenpoint Credit LLC hereinafter referred to as "Plaintiff," is a limited liability company and is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about November 1, 1995, Defendant entered into a "Retail Installment Contract and Security Agreement," hereinafter referred to as the "Security Agreement," whereby Defendant purchased and financed from Pine Valley Mobile Home Sales, a 1994 Pine Grove Manu Pine Grove manufactured home (serial no. GP39532) with certain furnishings, equipment,

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

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

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, BankAmerica Housing Services, a division of Bank of America, fsb, on or about November 1, 1995, as permitted by the Security Agreement.

6. The Security Agreement was subsequently assigned for value to The First National Bank of Chicago, as Trustee under the Pooling and Servicing Agreement dated as of June 1, 1996 ("The First National Bank of Chicago"), as permitted by the Security agreement.

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

8. Pursuant to the Security Agreement, Defendant promised to pay the financed amount of \$27,495.00.

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

10. Plaintiff's predecessor-in-interest perfected its security interest in the Manufactured Home by having an encumbrance placed on the title thereto. A true and correct copy of the

Certificate of Title for a Vehicle is marked as Exhibit "B" and is attached hereto and made a part hereof.

11. Plaintiff avers that the approximate retail value of the Manufactured Home is \$24,866.00.

12. Defendant has defaulted under the Security Agreement by failing to make payments when due. As of October 12, 2004, the delinquent payment amount due and owing from Defendant to Plaintiff is \$878.07.

13. As of October 12, 2004, the amount owed by Defendant to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$28,680.52. The interest on said amount is accruing at the daily rate of \$7.53.

14. Defendant has failed to surrender the Manufactured Home upon Plaintiff's demand.

15. On August 26, 2004, Plaintiff provided Defendant with a Notice of Default, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

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

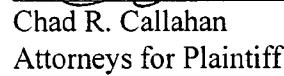
17. Plaintiff is entitled to attorneys fees under the terms of the Security Agreement.

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$24,866.00, plus attorneys fees in the amount of \$600.00, costs,

interest from October 12, 2004, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan
Attorneys for Plaintiff

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

PENNSYLVANIA

RETAIL INSTALLMENT CONTRACT
and SECURITY AGREEMENT

MH FIXED RATE CONTRACT

FOR	LOAN PLAN: F01
OFFICE:	OFFICE NUMBER: 79075
USER	DEALER NO.: 750180
ONLY	ACCT. NO.: 75300677

BUYER(S): NAME: TINA MARIE MCCUNE 
NAME: _____
NAME: _____

CONT

BUYER'S ADDRESS: LOT 13 CAPRICORN CT CITY: CLEARFIELD COUNTY: LAWRENCE
STATE: PA ZIP: 16830
PHONE: 814/768-7281 S. SEC. #(S): 210-58-4844

PROPOSED LOCATION OF MANUFACTURED HOME: 1113 WILLOW DRIVE CLEARFIELD, PA 16830

"I," "me" or "us" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "you" or "your" means the seller and any assignee. This contract will be submitted to the Creditor indicated below, at a local office, and if approved, it will be assigned to that Creditor. On the date of this contract, I buy from you on a credit sale basis the manufactured home described below, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

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

Description of Manufactured Home:	TRADE NAME: <u>PINE GROVE MANU</u>	MODEL: <u>PINE GROVE</u>
SERIAL NUMBERS:	YEAR: <u>94</u> NEW: <u>X</u> USED: _____	LENGTH: <u>80</u> ft. WIDTH: <u>14</u> ft.
ADDITIONAL ACCESSORIES	ITEM  SERIAL NUMBER 	ITEM  SERIAL NUMBER 
AND FURNISHINGS:	SKIRTING _____	

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

10.50 % per year until the debt is fully paid. I'll pay this amount in installments as shown in the payment schedule. Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: <u>10.50</u> %	The dollar amount the credit will cost me: <u>\$ 63,048.60</u>	The amount of credit provided to me or on my behalf: <u>\$ 27,495.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 90,543.60</u>	The total cost of my purchase on credit including my down payment of <u>\$ 3,055.00</u> : <u>\$ 93,598.60</u>

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

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

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

Number of Payments	Amount of Payments	When Payments Are Due
My payment schedule will be:	360 \$ 251.51	Monthly, beginning <u>12/01</u> .19 <u>95</u>
	\$.00	Monthly, beginning _____ .19 _____
	\$.00	Monthly, beginning _____ .19 _____
	\$.00	Monthly, beginning _____ .19 _____

Late Charge: If a payment is more than 15 days late, I will be charged 5 % of the unpaid amount of such payment, not to exceed \$ 5.00.

Assumption: Someone buying my Manufactured Home may, under certain circumstances, be allowed to assume the remainder of the contract on the original terms.

350662-0294 PA

ORIGINAL COPY

PENCO 600-631-6969

PLAINTIFF'S EXHIBIT

A

PAGE 1 OF 4

ITEMIZATION OF AMOUNT FINANCED		
1. Cash Price (Incl. Sales Tax of \$.00	\$ 30,500.00
2. a. Cash Downpayment	\$ 3,055.00	
b. Trade-In (Year, Make, Model):		
Length	Width	
Gross Value \$.00	Liens \$.00	
(Seller to pay off)		
Net Trade-In Value	\$.00	
Total Downpayment	\$ 3,055.00	
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 27,445.00	
4. Amounts paid to others on my behalf:		
a. To Insurance Companies:		
(1) Property Insurance	\$.00	
(2) Credit Life Insurance	\$.00	
b. To Public Officials:		
(1) Certificate of Title	\$ 50.00	
(2)	\$.00	
c. To Seller:		
For:	\$.00	
(Prepaid Finance Charge)		
d. To:		
For:	\$.00	
	\$.00	
e. To:		
For:	\$.00	
Total (a + b + c + d + e)		\$ 50.00
5. Unpaid Balance (3 plus 4)	\$ 27,495.00	
6. Prepaid Finance Charge	\$.00	
7. Amount Financed (5 minus 6)	\$ 27,495.00	

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

SELLER: PINE VALLEY MOBILE HOME SALES

SELLER'S
ADDRESS:
RD 1, BOX 16-B, RT 255
PENFIELD, PA 158490000

SELLER'S
SIGNATURE: X Tina Marie McCune
SELLER'S
TITLE: X Owner

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

X Tina Marie McCune
(Signature of Buyer)

INSURANCE		
PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown:		
Type of Insurance	Term	Premium
<input type="checkbox"/> Broad Form Comp.	OMOS	\$.00
<input type="checkbox"/> Mobile Home Owners	OMOS	\$.00
<input type="checkbox"/> SERV CNTRT		\$.00
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS MOBILE HOME OWNERS INSURANCE IS INDICATED IN THE PROPERTY INSURANCE SECTION ABOVE.		
CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:		
Proposed Insured _____		
Proposed Insured _____		
(Only spouse can be insured jointly.)		
This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:		
Type of Coverage	Term	Premium
<input type="checkbox"/> Single		\$ _____
<input type="checkbox"/> Joint		\$ _____
_____ (signature)		
_____ (signature)		
_____ Date _____		
_____ Date _____		

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

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

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

BUYER(S) SIGNATURE(S):

X Tina Marie McCune
TINA MARIE MCCUNE

DATE OF THIS CONTRACT: X 11/1 19 95

(Signature of Co-Buyer)

ADDITIONAL TERMS AND CONDITIONS

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in all goods that are or may hereafter by operation of law become accessions to it, (2) any refunds of unearned insurance premiums and performance of my obligations under this contract, including any additional debt arising because of my failure to perform my mortgage or deed of trust on my real estate, then this security agreement is not exclusive. Your rights and remedies under this contract and any mortgage or deed of trust executed herewith are cumulative, but my right to a Notice of Default and Right to Cure Default shall not be affected by any inconsistent provision of any mortgage or deed of trust. My execution of this contract constitutes a waiver of my personal property and homestead exemption rights to the personal and real property herein described.

PREPAYMENT: I MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY, BUT I WILL NOT BE ENTITLED TO A REFUND OF THE PREPAID FINANCE CHARGE, IF ANY.

PROPERTY INSURANCE: I am required to insure the Manufactured Home against physical damage for the term of the contract at my expense. The minimum coverage will be Broad Form Comprehensive in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time on this contract. The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for 10 day notice of cancellation to you. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this contract, I must obtain no less than the minimum coverage at my expense for the remaining term of the contract. Should I fail to maintain insurance coverage, you may, but are not obligated to, obtain the minimum coverage and such additional coverage as you may reasonably require. If you do so, you will notify me of that fact and the cost, plus interest at the contract rate, will be added to my debt. I will repay such amount during the term of the policy in might be the case if I had purchased the insurance, and that you may purchase the insurance from an affiliated company who may receive a profit for this service.

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

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

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

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

REMEDIES UPON DEFAULT: If I do not cure the default, you may do either or both of the following at the end of the notice period: (a) you can require me to immediately pay you the entire remaining unpaid balance of the contract plus accrued interest, or (b) you can repossess the Manufactured Home. If you are not required to send me the Notice of Default and Right to Cure Default, you will have these rights immediately upon my default. Once you get possession of the Manufactured Home, you will sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference except as otherwise provided by law.

ATTORNEY FEES: If you hire an attorney who is not your salaried employee to collect what I owe under this contract or to get possession of the Manufactured Home, I will pay your reasonable attorney's fees, provided that prior to commencement of legal action such fees may not exceed \$50.00 and further provided that no attorney's fees may be charged prior to my receipt of the notice of default.

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

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

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

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

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

(See Other Page for Consumer's and Seller's Signatures)

NOTICE

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

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON OTHER PAGE ("Creditor")

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

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

Juno 1, 1996 (among such Trustee, Bank of America National Trust and Savings Association and BankAmerica Housing Services, an unincorporated division of Bank of America, FSB) or to any successor Trustee thereunder.

By: 

John Wheeler

ORIGINAL COPY The Chairman and President

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE FOR A VEHICLE

12-263

960160051005394-001

GP 39532	1994	PINE	49242529301 MC
VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE OF VEHICLE	TITLE NUMBER
MH 12-263	10	1/23/96	EXEMPT
BODY TYPE	DUP. NO.	SEAT CAP.	ODOOM. PROCD. DATE
1/23/96	1/23/96	24	1/23/96
DATE PAINTED	DATE OF ISSUE	UNLADEN WEIGHT	ODOOM. MILES 24
		GVWR	ODOOM. STATUS
			GCWR
			TITLE BRANDS
<div style="border: 1px solid black; padding: 5px; font-size: small;"> ODOMETER STATUS 1 = ACTUAL MILEAGE 2 = MILEAGE EXCEEDS THE MECHANICAL UNITS 3 = NOT THE ACTUAL MILEAGE 4 = NOT THE ACTUAL MILEAGE (ODOMETER DAMPERING VERIFIED) 5 = EXEMPT FROM ODOMETER DISCLOSURE </div>			
<div style="border: 1px solid black; padding: 5px; font-size: small;"> TITLE BRANDS A = ANTIQUE VEHICLE C = CLASSIC VEHICLE F = OUT OF COUNTRY G = ORIGINALLY MFGD. FOR NON-USA H = DISTRIBUTION I = AGRICULTURAL VEHICLE L = LOGGING VEHICLE P = FORMERLY A POLICE VEHICLE R = RECONSTRUCTED S = STREET ROD T = RECOVERED THEFT VEHICLE V = VEHICLE CONTAINS REASSEMBLED VIN W = FLOOD VEHICLE X = FORMERLY A TAXI </div>			
ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW			
REGISTERED OWNER(S) TINA M MCCUNE 113 WILLOW DR CLEARFIELD PA 16830			
FIRST LIEN FAVOR OF: BANK OF AMERICA FSB			
SECOND LIEN FAVOR OF: 			
FIRST LIEN RELEASED _____ DATE _____ BY _____ AUTHORIZED REPRESENTATIVE _____			
SECOND LIEN RELEASED _____ DATE _____ BY _____ AUTHORIZED REPRESENTATIVE _____			
MAILING ADDRESS BANK OF AMERICA FSB 180 SHEREE BLVD STE 3200 EXTON PA 19341			
If a second lienholder is listed, upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.			
I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.			
D. APPLICATION FOR TITLE AND LIEN INFORMATION			
SUBSCRIBED AND SWORN TO BEFORE ME ON THE DAY OF YEAR			
SIGNATURE OF PERSON ADMINISTERING OATH			
SIGN IN PRESENCE OF A NOTARY			
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 OR AUTHORIZED SIGNER			
STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE			
TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.			
When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common". A <input type="checkbox"/> Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner). B <input type="checkbox"/> Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).			
LIEN DATE: <input type="checkbox"/> IF NO LIEN CHECK BOX			
FIRST LIENHOLDER NAME: _____ STREET: _____ CITY: _____ STATE: _____			
SECOND LIENHOLDER NAME: _____ STREET: _____ CITY: _____			
PLAINTIFF'S EXHIBIT B PERIOD 800-631-6989			

0442695

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

WARNING —

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

A. ASSIGNMENT OF TITLE —

Registered dealer must complete boxes MV27A or MV27B
at required by law. If purchaser is NOT a registered dealer,
Section D on the front of the form must be completed.

I/We certify, to the best of my/our knowledge, that the odometer reading is 16,700 miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:
 Reflects the amount of mileage 16,700 is NOT the actual mileage
 in excess of its mechanical limits. 16,700 WARNING: Odometer discrepancy
I/We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME, THE 15 DAY OF NOV, 2004.

BY DEALER ADM STEPPING OATH

**DO NOT NOTARIZE UNLESS SIGNED
IN PRESENCE OF A NOTARY AND
PURCHASER'S NAME IS LISTED**

B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER —

I/We certify, to the best of my/our knowledge, that the odometer reading is 16,700 miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:
 Reflects the amount of mileage 16,700 is NOT the actual mileage
 in excess of its mechanical limits. 16,700 WARNING: Odometer discrepancy
I/We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME, THE 15 DAY OF NOV, 2004.

BY DEALER ADM STEPPING OATH

**DO NOT NOTARIZE UNLESS SIGNED
IN PRESENCE OF A NOTARY AND
PURCHASER'S NAME IS LISTED
AND SELLER IS A DEALER**

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER —

I/We certify, to the best of my/our knowledge, that the odometer reading is 16,700 miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:
 Reflects the amount of mileage 16,700 is NOT the actual mileage
 in excess of its mechanical limits. 16,700 WARNING: Odometer discrepancy
I/We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME, THE 15 DAY OF NOV, 2004.

BY DEALER ADM STEPPING OATH

**DO NOT NOTARIZE UNLESS SIGNED
IN PRESENCE OF A NOTARY AND
PURCHASER'S NAME IS LISTED
AND SELLER IS A DEALER**

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER —

I/We certify, to the best of my/our knowledge, that the odometer reading is 16,700 miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:
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I/We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME, THE 15 DAY OF NOV, 2004.

BY DEALER ADM STEPPING OATH

**DO NOT NOTARIZE UNLESS SIGNED
IN PRESENCE OF A NOTARY AND
PURCHASER'S NAME IS LISTED
AND SELLER IS A DEALER**

LAST		FIRST	
Purchaser or full Business Name			
CO-Purchaser			
STREET		ADDRESS	
CITY		STATE	
Purchase Price OR DOL			
Purchaser Signature			
Purchaser and/or CO-Purchaser must Handprint Name Here			

LAST		FIRST	
Purchaser or full Business Name			
CO-Purchaser			
STREET		ADDRESS	
CITY		STATE	
Purchase Price OR DOL			
Purchaser Signature			
Purchaser and/or CO-Purchaser must Handprint Name Here			

LAST		FIRST	
Purchaser or full Business Name			
CO-Purchaser			
STREET		ADDRESS	
CITY		STATE	
Purchase Price OR DOL			
Purchaser Signature			
Purchaser and/or CO-Purchaser must Handprint Name Here			

LAST		FIRST	
Purchaser or full Business Name			
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CITY		STATE	
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Purchaser and/or CO-Purchaser must Handprint Name Here			

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CITY		STATE	
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Purchaser Signature			
Purchaser and/or CO-Purchaser must Handprint Name Here			

LAST		FIRST	
Purchaser or full Business Name			
CO-Purchaser			
STREET		ADDRESS	
CITY		STATE	
Purchase Price OR DOL			
Purchaser Signature			
Purchaser and/or CO-Purchaser must Handprint Name Here			

ALL SELLER'S SIGNATURES ON THIS SIDE MUST BE NOTARIZED. SIGN ONLY IN THE PRESENCE OF AN OFFICER EMPLOYED TO ADMINISTER OATHS.

NOTICE OF DEFAULT

August 26, 2004

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

TINA M. BILLOTTE
1113 WILLOW DR
CLEARFIELD, PA 16830-9206

You are now in default on your Manufactured Home Loan Contract. If you correct the default, you may continue with the contract as though you did not default. Your default consists of failure to make timely payments of one or more installments as agreed to in the terms of the contract.

Thirty-one (31) days after the date of this notice, we may have the right to commence legal action and repossess your manufactured home.

Cure of default: You may cure your default by making payment in the amount indicated below:

Past Due Monthly Payment(s)	\$	353.02
Late Charge(s)	\$	17.03
Total Due Now	\$	370.05

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

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

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

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

CC: File

If any additional regular payment becomes due during this cure period, this payment must also be paid in order to avoid any further default. This correspondence is an attempt to collect a debt and any information obtained will be used for that purpose.

This is not an attempt to collect a debt. This notice is sent as required by State/Federal law, in order for repossession to begin. You are not responsible to pay this debt because this debt was discharged in your bankruptcy.

PA (344) 095-95-0000075300677-00001

Via Certified Mail: 7103 5580 3025 1296 7705



GreenPoint Credit

VERIFICATION

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

Natalie Marc

Natalie Marc
Legal Processor
Greenpoint Credit LLC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and Servicer
for the First National Bank of Chicago, as
Trustee under the Pooling and Servicing
Agreement dated June 1, 1996

CIVIL DIVISION

No. 2004 01626 CD

Plaintiff,

TYPE OF PLEADING:

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

v.

Tina Marie McCune, n/k/a Tina Marie Billotte,

Defendant.

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

COUNSEL OF RECORD:

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

EWK m 19:23 6/ NOV 29 2004 FILED Atty pd. 20.00
Prothonotary/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and Servicer
for the First National Bank of Chicago, as
Trustee under the Pooling and Servicing
Agreement dated June 1, 1996

CIVIL DIVISION

No. 2004 01626 CD

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie Billotte,

Defendant.

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

TO THE PROTHONOTARY:

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

Principal	\$24,866.00
Interest	\$632.52
Attorneys fees	\$600.00
Costs	<u>to be added</u>
TOTAL	<u>\$26,098.52</u>

I certify that a written notice of intention to file this Praecipe was mailed to Defendant after the default had occurred and at least ten (10) days before the date of the filing of this Praecipe. I further certify that the Defendant, is not in active military service. A copy of the Notice is attached hereto as

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

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan
Attorneys for Plaintiff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and
Servicer for the First National Bank of
Chicago, as Trustee under the Pooling and
Servicing Agreement dated June 1, 1996
Plaintiff.

v.
Tina Marie McCune, n/k/a Tina Marie
Billotte.

Defendant.

TO: Tina Marie McCune, n/k/a Tina Marie Billotte
DATE OF NOTICE: 11/18/2004

IMPORTANT NOTICE

**YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN
APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH
THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH
AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS
NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING
AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.**

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

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

David S. Meholic, Court Administrator

Clearfield County Courthouse

Clearfield, PA 16830

814-765-2641, ext 5982

VOELKER & ASSOCIATES, P.C.



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



CERTIFICATE OF SERVICE

The undersigned does hereby certify that the attached was served upon the defendant by regular First Class Mail this 26 day of November, 2004.

Tina Marie McCune, n/k/a Tina Marie Billotte
1113 Willow Drive
Clearfield, PA 16830-9206



CHAD R. CALLAHAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and Servicer
for the First National Bank of Chicago, as
Trustee under the Pooling and Servicing
Agreement dated June 1, 1996

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie Billotte,
Defendant.

CIVIL DIVISION

No. 2004 01626 CD

TYPE OF PLEADING:

Notice of Order, Decree or Judgment

COPY

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and Servicer
for the First National Bank of Chicago, as
Trustee under the Pooling and Servicing
Agreement dated June 1, 1996

CIVIL DIVISION

No. 2004 01626 CD

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie Billotte,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Plaintiff Defendant Garnishee Additional Defendant

You are hereby notified that the following Order, Decree, or Judgement has been entered
against you on _____

Decree Nisi in Equity.

Final Decree in Equity.

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

Judgment is for possession and in the amount:

\$26,098.52 Plus Costs

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

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

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

Name of Attorney for Plaintiff:

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

PROTHONOTARY

By: 11129104
Deputy

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

COPY

Greenpoint Credit, LLC
First National Bank of Chicago
Plaintiff(s)

No.: 2004-01626-CD

Real Debt: \$26,098.52

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Tina Marie McCune
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 29, 2004

Expires: November 29, 2009

Certified from the record this 29th day of November, 2004.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and Servicer
for the First National Bank of Chicago, as
Trustee under the Pooling and Servicing
Agreement dated June 1, 1996

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie Billotte,

Defendant.

CIVIL DIVISION

No. 2004 01626 CD

TYPE OF PLEADING:
Praeclipe for Writ of Possession

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED ^{1CC#}
NOV 29 2004
Atypd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and Servicer CIVIL DIVISION
for the First National Bank of Chicago, as
Trustee under the Pooling and Servicing
Agreement dated June 1, 1996 No. 2004 01626 CD

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie Billotte,

Defendant.

PRAECIPE FOR WRIT OF POSSESSION

TO THE PROTHONOTARY:

Please issue a Writ of Possession in the above captioned matter for the 1994 Pine Grove Manu
Pine Grove manufactured home (serial no. GP39532) located at 1113 Willow Drive, Clearfield, PA
16830-9206.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



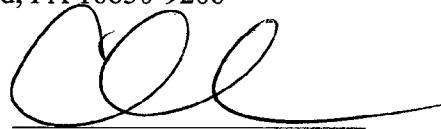
Chad R. Callahan
Attorneys for Plaintiff

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

CERTIFICATE OF SERVICE

The undersigned does hereby certify that the attached was served upon the defendant by regular First Class Mail this 26 day of November, 2004.

Tina Marie McCune, n/k/a Tina Marie Billotte
1113 Willow Drive
Clearfield, PA 16830-9206



CHAD R. CALLAHAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and Servicer
for the First National Bank of Chicago, as
Trustee under the Pooling and Servicing
Agreement dated June 1, 1996

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie Billotte,
Defendant.

CIVIL DIVISION

No. 2004 01626 CD

TYPE OF PLEADING:
Writ of Possession

COPY

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and Servicer
for the First National Bank of Chicago, as
Trustee under the Pooling and Servicing
Agreement dated June 1, 1996

CIVIL DIVISION

No. 2004 01626 CD

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie Billotte,

Defendant.

WRIT OF POSSESSION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

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

1994 Pine Grove Manu Pine Grove manufactured home (serial no. GP39532) located at 1113
Willow Drive, Clearfield, PA 16830-9206.

Date: 11/29/04

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and
Servicer for the First National Bank of
Chicago, as Trustee under the Pooling and
Servicing Agreement dated June 1, 1996

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie
Billotte,

Defendant.

CIVIL DIVISION

No. 2004 01626 CD

TYPE OF PLEADING:
Praecipe to Mark Satisfied and Discontinued

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED

M 10:48 AM P 7:00
Cert of Sct. & Cert to Due
FEB 11 2005 copy to CJA

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and
Servicer for the First National Bank of
Chicago, as Trustee under the Pooling and
Servicing Agreement dated June 1, 1996
Plaintiff,

CIVIL DIVISION

No. 2004 01626 CD

v.
Tina Marie McCune, n/k/a Tina Marie
Billotte,

Defendant.

Praecipe to Mark Satisfied and Discontinued

To the Prothonotary:

Kindly mark the above matter discontinued and satisfied, without prejudice.

VOELKER & ASSOCIATES, P.C.


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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2004-01626-CD

Greenpoint Credit, LLC
First National Bank of Chicago

Debt: \$26,098.52

Vs.

Atty's Comm.:

Tina Marie McCune

Interest From:

Cost: \$20.00

NOW, Friday, February 11, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 11th day of February, A.D. 2005.

Prothonotary



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

CIVIL DIVISION

**Greenpoint Credit, LLC
First National Bank of Chicago**

**Vs.
Tina Marie McCune**

No. 2004-01626-CD

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 February 11, 2005, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$163.00 have been paid in full by Attorney .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of February A.D. 2005.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20040
NO: 04-1626-CD

PLAINTIFF: CREENPOINT CREDIT LLC, AS AGENT AND SERVICER FOR THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED JUNE 1, 1996
vs.

DEFENDANT: TINA MARIE MCCUNE, N/K/A TINA MARIE BILLOTTE

Execution SEIZURE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/29/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/06/2006

DATE DEED FILED **NOT SOLD**

FILED
01/10/07/2006
MAR 07 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED TINA MARIE MCCUNE, N/K/A TINA MARIE BILLOTTE
HOME EMPTY NOT SERVED

@ SERVED

NOW, MARCH 6, 2006 RETURN WRIT AS NOT SERVED HOUSE EMPTY. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20040
NO: 04-1626-CD

PLAINTIFF: CREENPOINT CREDIT LLC, AS AGENT AND SERVICER FOR THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED JUNE 1, 1996
vs.

DEFENDANT: TINA MARIE MCCUNE, N/K/A TINA MARIE BILLOTTE

Execution SEIZURE

SHERIFF RETURN

SHERIFF HAWKINS \$20.00

SURCHARGE \$10.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
By Another Bitter - Agheray
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and Servicer
for the First National Bank of Chicago, as
Trustee under the Pooling and Servicing
Agreement dated June 1, 1996

CIVIL DIVISION

No. 2004 01626 CD

Plaintiff,

TYPE OF PLEADING:
Writ of Possession

v.

Tina Marie McCune, n/k/a Tina Marie Billotte,

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

Defendant.

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC, as Agent and Servicer CIVIL DIVISION
for the First National Bank of Chicago, as
Trustee under the Pooling and Servicing
Agreement dated June 1, 1996 No. 2004 01626 CD

Plaintiff,

v.

Tina Marie McCune, n/k/a Tina Marie Billotte,

Defendant.

WRIT OF POSSESSION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

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

1994 Pine Grove Manu Pine Grove manufactured home (serial no. GP39532) located at 1113 Willow Drive, Clearfield, PA 16830-9206.

Date: 11/29/04



Prothonotary

Received November 29, 2004 @ 3:00 P.M.
Chester A. Hawkins
by Amherst Butler - Aughenbaugh