



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101973  
NO: 04-1922-CD  
SERVICE # 1 OF 1  
WRIT OF POSSESSION

PLAINTIFF: WAYPOINT BANK  
vs.  
DEFENDANT: RUSSELL G. WOODS

SHERIFF RETURN

NOW, October 03, 2006 AT 9:06 AM SERVED THE WITHIN WRIT OF POSSESSION ON RUSSELL G. WOODS DEFENDANT AT 650 WOODS HOLLOW ROAD, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHERRY WOODS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

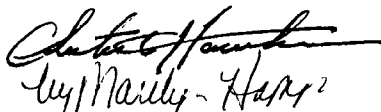
01/30/06  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8363020	10.00
SHERIFF HAWKINS	WELTMAN	8363020	27.79

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G WOODS

Defendants

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

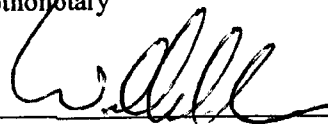
(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to: WAYPOINT BANK  
\_\_\_\_\_  
Plaintiff(s)

being: (premises as follows):

by Serial Number 2G11-1209HB

(2) To satisfy the costs against the defendant(s), you are directed to levy upon any property of the defendant(s) and sell his/her (or their) interest therein.

Prothonotary



Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

DATED: SEPTEMBER 29, 2006

Rec'd 9/29/06 @ 3:00 PM

Christi A. Hawksworth  
by [Signature]

WWR No.

03939473

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G WOODS

Defendants

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to: WAYPOINT BANK  
\_\_\_\_\_  
Plaintiff(s)

being: (premises as follows):

by Serial Number 2G11-1209HB

(2) To satisfy the costs against the defendant(s), you are directed to levy upon any property of the defendant(s) and sell his/her (or their) interest therein.

Prothonotary



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

Deputy

DATED: September 29, 2006

Rec'd 9/29/06 @ 3:46 PM  
Clara A. Hunkus Shuff  
by Mandy Hunkus

WWR No.

03939473

IN THE COURT OF COMMON PLEAS CLEARFELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G WOODS

Defendants

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFELD COUNTY:


(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to: WAYPOINT BANK  
\_\_\_\_\_  
Plaintiff(s)

being: (premises as follows):

by Serial Number 2G11-1209HB

(2) To satisfy the costs against the defendant(s), you are directed to levy upon any property of the defendant(s) and sell his/her (or their) interest therein.

Prothonotary



Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

DATED: SEPTEMBER 29, 2006

*Rec'd 9/29/06 @ 3:00pm  
Clint H. Hamer, Clerk  
by Mandy Hamer*

WWR No.

03939473

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G WOODS

Defendants

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to: WAYPOINT BANK  
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Plaintiff(s)

being: (premises as follows):

by Serial Number 2G11-1209HB

(2) To satisfy the costs against the defendant(s), you are directed to levy upon any property of the defendant(s) and sell his/her (or their) interest therein.

Prothonotary



Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

DATED: SEPTEMBER 29, 2006

*Rec'd 9/29/06 @ 3:40 PM  
Cristen A. Hawkins Clerk  
Clyde A. Harris*

WWR No.

03939473

IN THE COURT OF COMMON PLEAS OF CLEARFELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

No. 04-1922-CD

vs.

**PRAECIPE FOR WRIT OF POSSESSION**

RUSSELL G WOODS

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan  
PA I.D. #47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7th Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

FILED

SEP 29 2006

W/1:05/W

William A. Shaw  
Prothonotary/Clerk of Courts

2 CCs to SHAW.

w/ 6 units

1 CC to ATT

WWR No.

03939473

IN THE COURT OF COMMON PLEAS OF CLEARFELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

No. 04-1922-CD

vs.

**PRAECIPE FOR WRIT OF POSSESSION**

RUSSELL G WOODS

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan  
PA I.D. #47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7th Avenue  
Pittsburgh, PA 15219  
(412) 434-7955



IN THE COURT OF COMMON PLEAS CLEARFEILD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G WOODS

Defendant

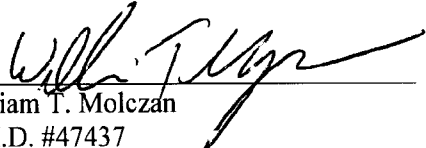
**PRAECIPE FOR WRIT OF POSSESSION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Possession in the above matter directed to the Sheriff of Clearfeild County,  
Pennsylvania

1. To deliver possession of the 1995 Skyline Brookstone Mobile Home more particularly identified by  
Serial Number 2G11-1209HB

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
William T. Molczan  
PA I.D. #47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7th Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

DATED: \_\_\_\_\_

IN THE COURT OF COMMON PLEAS CLEARFEILD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G WOODS

Defendants

**WRIT OF POSSESSION**

TO THE SHERIFF OF CLEARFEILD COUNTY:


(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to: WAYPOINT BANK  
\_\_\_\_\_  
Plaintiff(s)

being: (premises as follows):

by Serial Number 2G11-1209HB

(2) To satisfy the costs against the defendant(s), you are directed to levy upon any property of the defendant(s) and sell his/her (or their) interest therein.

Prothonotary

  
\_\_\_\_\_  
Deputy

DATED: SEP. 29, 2006

**WELTMAN, WEINBERG & REIS Co., L.P.A.**

ATTORNEYS AT LAW  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219  
412.434.7955  
www.weltman.com



BURLINGTON, NJ  
609.914.0437  
CHICAGO, IL  
847.940.9812  
CINCINNATI, OH  
513.723.2200  
CLEVELAND, OH  
216.685.1000  
COLUMBUS, OH  
614.228.7272  
DETROIT, MI  
248.362.6100  
PHILADELPHIA, PA  
215.599.1500

September 18, 2006

**RE: WAYPOINT BANK V. RUSSELL G WOODS**

**COURT #: 04-1922-CD**

**TO THE SHERIFF OF CLEARFEILD COUNTY:**

**PLEASE SERVE THE WRIT OF POSSESSION ON THE DEFENDANTS AT THE FOLLOWING ADDRESS:**

RUSSELL G WOODS  
650 WOODS HOLLOW ROAD  
W. DECATUR, PA 16878

**AND DELIVER POSSESSION OF THE 1995 SKYLINE BROOKSTONE MOBILE HOME MORE  
PARTICULARLY IDENTIFIED BY SERIAL NUMBER 2G11-1209HB**

BY: SERVING THE DEFENDANT(S) WITH THE WRIT OF POSSESSION AND SETTING A DATE AND TIME FOR POSSESSION OF THE 1995 SKYLINE BROOKSTONE MOBILE HOME, AT WHICH TIME THE DEFENDANT(S) MUST HAVE THE 1995 SKYLINE BROOKSTONE MOBILE HOME ON THE PREMISES. KINDLY ADVISE MY OFFICE IN ADVANCE OF THE POSSESSION DATE SO THAT I MAY ARRANGE TO HAVE AN AGENT PRESENT TO TAKE POSSESSION. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT KIMBERLY AT (412) 434.7955

**PLEASE CONFIRM SERVICE BY SENDING NOTICE TO:**

WELTMAN, WEINBERG & REIS, CO., L.P.A.  
2718 KOPPERS BUILDING  
436 SEVENTH AVENUE  
PITTSBURGH, PA 15219  
(412) 434-7955

IN THE COURT OF COMMON PLEAS CLEARFEILD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G WOODS

Defendants

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFEILD COUNTY:

(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to: WAYPOINT BANK  
\_\_\_\_\_  
Plaintiff(s)

being: (premises as follows):

by Serial Number 2G11-1209HB

(2) To satisfy the costs against the defendant(s), you are directed to levy upon any property of the defendant(s) and sell his/her (or their) interest therein.

Prothonotary



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

Deputy

DATED: September 29, 2006

WWR No.

03939473

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK,

Plaintiff

vs.

RUSSELL G. WOODS,

Defendant

No. 04-1922-CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#03939473  
Judgment Amount \$ 35,520.34

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

6K 7/11/2005  
FEB 18 2005  
Atty pd 20.00  
100% Notice to  
Def.  
100% Notice to  
Rick K. Chota, Esq.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to  
Atty  
J

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK,

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G. WOODS,

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

**COUNT I**

Kindly enter Judgment against the Defendant, Russell G. Woods, above named, in the default of an Answer as follows:

For possession of the vehicle, more particularly identified as a 1995 Skyline Brookstone Mobile Home, Serial Number 2G11-1209HAB.

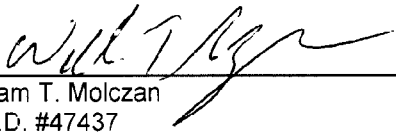
**COUNT II**

Kindly enter Judgment against the Defendant, Russell G. Woods, above named, in the default of an Answer, in the amount of \$35,520.34 as follows:

Amount claimed in Complaint	\$34,505.65
Interest from October 9, 2004 to February 11, 2005 at the contract interest rate of 6% per annum	\$714.69
Attorneys' fees	\$300.00
TOTAL	\$35,520.34

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
William T. Molczan  
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#03939473

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: 650 WOODS HOLLOW ROAD, W. DECATUR, PA 16878

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G WOODS

Defendant

**IMPORTANT NOTICE**

TO: Russell G Wood  
650 Woods Hollow Road  
W Decatur, PA 16878

Date of Notice: January 31, 2005

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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 1300

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: William T. Molczan  
William T. Molczan  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR #03939473



IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G WOODS

Defendant

**IMPORTANT NOTICE**

TO: Rick Lhota, Esquire  
110 North 2<sup>nd</sup> Street  
Clearfield, PA 16830

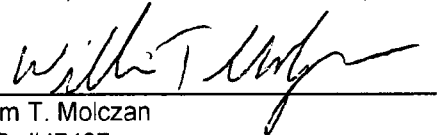
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CLEARFIELD COUNTY

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 1300

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
William T. Molczan  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR #03939473

IN THE COMMON PLEAS COURT OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK,

Case no: 04-1922-CD

Plaintiff  
vs.

**NON-MILITARY AFFIDAVIT**

RUSSELL G. WOODS,

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the within matter.

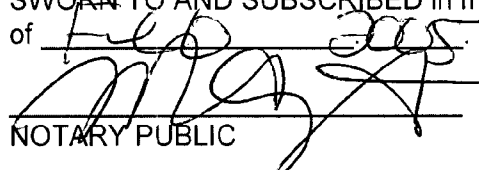
Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant, RUSSELL G. WOODS, is not in the military service.

Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, RUSSELL G. WOODS, is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 15 day  
of Feb 2005  
  
NOTARY PUBLIC

Notary Public  
Wendy Gault, Notary Public  
City Of Pittsburgh: Allegheny County  
My Commission Expires July 15, 2006

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK,

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G. WOODS,

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:    ☐ Plaintiff  
         ☒ Defendant  
         ☐ Garnishee

You are hereby notified that the following  
Order or Judgment was entered against  
you on February 18, 2005

(xx)    Assumpsit Judgment as to Count I for possession of the vehicle  
more particularly identified as a 1995 Skyline Brookstone Mobile  
Home, Serial Number 2G11-1209HAB and Assumpsit Judgment in the  
amount of \$35,520.34 on Count II plus costs.

☐    Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

☐    If not satisfied within sixty (60)  
days, your motor vehicle operator's license and/or registration will be  
suspended by the Department of Transportation, Bureau of Traffic Safety,  
Harrisburg, PA.

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         ☒ Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award

Prothonotary

By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

RUSSELL G WOODS  
650 WOODS HOLLOW ROAD  
W. DECATUR, PA 16878

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK,

Plaintiff

vs.

Civil Action No. 04-1922-CD

RUSSELL G. WOODS,

Defendant

NOTICE OF JUDGMENT OR ORDER

TO:    ☐ Plaintiff  
         ☒ Defendant  
         ☐ Garnishee

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☐    Trespass Judgment in the amount  
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Harrisburg, PA.

(xx)    Entry of Judgment of  
         ☐ Court Order  
         ☐ Non-Pros  
         ☐ Confession  
         (xx) Default  
         ☐ Verdict  
         ☐ Arbitration  
         Award

Prothonotary

By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

Rick Lhota, Esquire  
110 North 2<sup>nd</sup> Street  
Clearfield, PA 16830

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

Waypoint Bank  
Plaintiff(s)

No.: 2004-01922-CD

Real Debt: \$35,520.34

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Russell G. Woods  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 18, 2005

Expires: February 18, 2010

Certified from the record this 18th day of February, 2005.

\_\_\_\_\_  
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

DOCKET # 100036  
NO: 04-1922-CD  
SERVICE # 1 OF 1  
COMPLAINT IN REPLEVIN

PLAINTIFF: WAYPOINT BANK  
vs.  
DEFENDANT: RUSSELL G. WOODS

SHERIFF RETURN

NOW, December 08, 2004 AT 9:37 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON RUSSELL G. WOODS DEFENDANT AT 650 Woods Hollow Road, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHERRY WOODS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

OK  
12/8/04  
RC

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8192151	10.00
SHERIFF HAWKINS	WELTMAN	8192151	26.25

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hamer*

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

RUSSELL G. WOODS,

Defendant

No. *04-1922-CD*

COMPLAINT IN REPLEVIN

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#03939473

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

DEC 02 2004

Attest.

*William T. Molczan*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No.

RUSSELL G. WOODS,

Defendant

**COMPLAINT IN REPLEVIN AND NOTICE TO DEFEND**

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 an 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. OF 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

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.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 1300-1301



COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 449 Eisenhower Blvd., P.O. Box 1711, Harrisburg, PA 17111.
2. Defendant is an adult individual residing at 650 Woods Hollow Rd., W. Decatur, PA 16878.
3. Plaintiff is the holder of a Retail Installment Contract (hereinafter the "Contract") and Security Agreement secured by a mobile home duly executed and delivered by Defendant in favor of Family Mobile Homes, Inc., on or about June 24, 1996. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract and Security Agreement, Defendant took possession of the mobile home more particularly identified in the Contract as a 1995 Skyline Brookstone Mobile Home, Serial Number 2G11-1209HAB.
5. Family Mobile Homes, Inc., subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
6. Under the terms of the Contract, Defendant was to make 240 (two hundred and forty) consecutive monthly payments of \$397.23 beginning July 24, 2004.

7. The total principal amount due to Plaintiff pursuant to the Contract was \$42,615.00.

8. Plaintiff maintains a first lien on the aforesaid mobile home by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

9. Defendant is in default of the terms and conditions of the Contract because Defendant has failed to make the required monthly payments since May 11, 2004.

10. Plaintiff is entitled to immediate possession of said mobile home which Plaintiff holds a security interest in and any proceeds of the mobile home, including insurance proceeds by virtue of Defendant's default.

11. Defendant has made partial payment under the Contract leaving an unpaid balance in the amount of \$34,505.65 as of October 9, 2004.

12. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendant wrongfully remain in possession of the mobile home at the above-stated address.

13. By virtue of Defendant's default, Plaintiff has an immediate right to possession of the mobile home covered by the Security Agreement the value of which is \$32,219.28, plus continuing finance charges at the aforesaid rate of 8.98% per annum.

14. Under the terms of the Contract, Defendant has undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendant, russell G. Woods, individually, in Count I of this Complaint In Replevin, as follows:

A. For possession of the mobile home, more particularly identified as a 1995 Skyline Brookstone Mobile Home, Serial Number 2G11-1209HAB

COUNT II  
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

15. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

16. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendant's default for the accelerated balance due under the Contract in the amount of \$34,505.65, plus appropriate additional finance charges at the rate of 6% per annum on the balance due and costs.

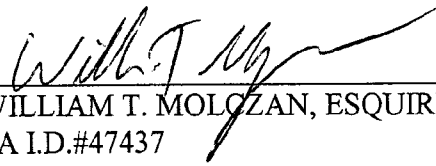
17. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

18. Plaintiff avers that such attorneys' fees amount to \$300.00 to date.

21. Contemporaneously hereunder, Defendant has been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendant, individually, in the amount of \$34,505.65 plus continuing finance charges at the aforesaid rate of 6% per annum, expenses for retaking possession, attorneys fees of \$300.00 and costs.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.

  
WILLIAM T. MOLOZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#:03939473

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED  
SHALL BE USED FOR THAT PURPOSE.**

<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b>	Seller <u>FAMILY MOBILE HOMES INC</u>	Buyer <u>WOODS, RUSSELL G.</u>
	Address <u>1883 E PLEASANT VALLEY BLVD</u>	<u>RD 1 Box 158A</u>
	<u>ALTOONA, PA 16602</u>	Address <u>WEST DECATUR, PA 16978</u>
No. _____	"We" and "us" mean the Seller above, its successors and assigns.	"You" and "your" mean each Buyer above and guarantor, jointly and individually.
Date <u>June 24, 1996</u>		

**SALE:** You agree to purchase from us, subject to the terms and conditions of this Contract and Security Agreement, the Vehicle in its present condition described below.

Year	Make	Model	Manufacturer's Serial Numbers	License No./Year
95	SKYLINE	BROOKSTONE	2G11-12091A8	

OTHER DESCRIPTION: Size: 28x52

Skirting, (1) 4' x 8' Deck

**SECURITY:** You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessories, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 42615.00, plus finance charges accruing at the rate of 9.50 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid amounts, we will, instead, earn interest at 9.50 percent per year.

**DOWN PAYMENT:** You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

☐ **MINIMUM FINANCE CHARGE:** We may retain a minimum finance charge of \$ \_\_\_\_\_ if you pay off this Contract before we have earned that much interest.

#### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ <u>10500.00</u>
9.50 %	\$ 52720.20	\$ 42615.00	\$ 95335.20	\$ 105835.20

**Payment Schedule:** Your payment schedule will be \_\_\_\_\_

Number of Payments	Amount of Payments	When Payments Are Due
240	\$ 397.23	24th of each month beginning July 19 96
	\$	and each month thereafter until paid.
	\$	

**Security:** You are giving a security interest in the Vehicle being purchased.

☒ **Late Charge:** You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.

**Assumption:** Someone buying your home cannot assume the obligation on the original terms.

**Prepayment:** If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty. Filing Fees \$120.00

**Contract Provisions:** You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

**CREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

<b>CREDIT LIFE:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$ _____	

<b>CREDIT DISABILITY:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$ _____	

**PROPERTY INSURANCE:** You are required by us to insure the Vehicle securing this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

**LIABILITY INSURANCE:** Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

**EXHIBIT**

**SECURITY:** You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessions, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 42615.00, plus finance charges accruing at the rate of 9.50 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid amounts, we will, instead, earn interest at 9.50 percent per year.

**DOWN PAYMENT:** You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

☐ **MINIMUM FINANCE CHARGE:** We may retain a minimum finance charge of \$ \_\_\_\_\_ if you pay off this Contract before we have earned that much interest.

### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ <u>10500.00</u>
9.50 %	\$ 52720.20	\$ 42615.00	\$ 95335.20	\$ 105835.20

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
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	\$	and each month thereafter until paid.
	\$	

Security: You are giving a security interest in the Vehicle being purchased.

☒ **Late Charge:** You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.

**Assumption:** Someone buying your home cannot assume the obligation on the original terms.

**Prepayment:** If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty. Filing Fee: \$120.00

**Contract Provisions:** You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

**CREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

<b>CREDIT LIFE:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$ _____	
<b>CREDIT DISABILITY:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$ _____	
Insurance Company Name and Home Office Address:	
I Want the Credit Insurance Specified Above:	
First Buyer	Second Buyer

**PROPERTY INSURANCE:** You are required by us to insure the Vehicle securing this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

**LIABILITY INSURANCE:** Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

If you get the insurance from or through us, you will pay \$ 2035.00 for 60 months of coverage.

The Vehicle insurance premium is calculated as follows:

- ☐ Fire-Theft and Combined Add'l. Coverage \$ \_\_\_\_\_
- ☐ \$ \_\_\_\_\_ Deductible Comprehensive Cov. \$ \_\_\_\_\_
- ☐ \$ \_\_\_\_\_ Deductible Collision Coverage \$ \_\_\_\_\_
- ☐ \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ \_\_\_\_\_ \$ \_\_\_\_\_

☐ A charge for an Extended Service Contract is added to this Contract. The Extended Service Contract sold or provided by us is:

Coverage: \_\_\_\_\_ for Term: \_\_\_\_\_

**MODERN CREDIT PROTECTION POLICY:**

Premium \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

MOTOR VEHICLE (page 1 of 3)

RLW

# ITEMIZATION OF AMOUNT FINANCED

Vehicle \$ 50950.00  
 (including accessories, delivery, services,  
 and sales tax of \$ 0.00 )  
 Extended Service Contract \$ 0.00  
 Cash Price \$ 50950.00  
 Cash Down Payment \$ 0.00  
 Manufacturer's Rebate \$ 0.00  
 Description of Trade-in  
 88 COMMODORE 14X76  
 Trade-in \$ 13500.00  
 Less: Amount Owning \$ 3000.00  
 (paid by Seller)  
 Net Trade-in \$ 10500.00  
 Down Payment \$ 10500.00  
 Unpaid Balance of Cash Price  
 (Cash Price less Down Payment) \$ 40450.00  
 Paid to Public Officials - Sales Tax / Tire Tax \$ 0.00  
 Paid to Property Insurance Company / MCPP \$ 0.00  
 Paid to Credit Life Insurance Company \$ 0.00  
 Paid to Credit Disability Insurance Company \$ 0.00  
 Filing Fee / UCC \$ 20.00  
 To: Notary & Plan / Flood Report \$ 10.00  
 To: \$ 0.00  
 Other Charges  
 (including Amounts Paid to Others on Your Behalf) \$ 2165.00  
 (Less) Prepaid Finance Charges \$ 0.00  
 Amount Financed \$ 42615.00  
 (Unpaid Balance of Cash Price plus Other Charges)  
 You agree to the terms on pages 1, 2, and 3 of this Contract.

## ADDITIONAL TERMS OF THE CONTRACT AND SECURITY AGREEMENT

**GENERAL TERMS:** As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

**WARRANTY:** Vehicle warranty information is supplied to you separately.

**PREPAYMENT:** You may prepay this Contract in part or in full at any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

**OWNERSHIP AND DUTIES TOWARD PROPERTY:** By giving us a security interest in the Vehicle, you represent and agree to the following.

- You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the lawful purposes for which it was intended. Unless

B. We, in good faith, believe that the prospect of payment or the prospect of your performance of any other of your obligations under this Contract is impaired.

If you default, you agree to pay court costs we incur to collect this Contract as well as attorneys' fees if we refer this Contract for collection to an attorney.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

**REMEDIES:** If you are in default on this Contract, we have all of the remedies provided by law and this Contract.

A. We may require you to immediately pay us the remaining unpaid balance of the amount financed, finance charges, less any refund required by law, and all other agreed charges.

B. We may pay taxes, assessments, or other liens or make repairs to the Vehicle if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us, will be immediately due, and will earn interest from the date paid at the highest lawful contract rate permitted by law until paid in full.

C. We may immediately take possession of the Vehicle by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.

D. We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address, as reflected in our records, at least 10 days before the date of the intended disposition for such other period of time as is required by law.

**REINSTATEMENT:** If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, accrued default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of suit if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

**NOTICE OF PROPOSED INSURANCE:** You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance for each person signing the request for joint credit life insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

**INSURANCE:** You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security on this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

If you fail to obtain or maintain this insurance, we may obtain insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest

Unpaid Balance of Cash Price  
(Cash Price less Down Payment)

\$ 40450.00

Paid to Public Officials - Sales Tax / Title Tax \$ 0.00  
Paid to Property Insurance Company / MCPP \$ 235.00 0.00  
Paid to Credit Life Insurance Company \$ 0.00  
Paid to Credit Disability Insurance Company \$ 0.00  
Filing Fee / UCC \$ 20.00 100.00  
To: Notary & Prep / Flood Report \$ 10.00 0.00

To: \_\_\_\_\_ \$ \_\_\_\_\_

Other Charges  
(including Amounts Paid to Others on Your Behalf)

\$ 2165.00

(Less) Prepaid Finance Charges \$ 0.00

Amount Financed

(Unpaid Balance of Cash Price plus Other Charges)

\$ 42615.00

You agree to the terms on pages 1, 2, and 3 of this Contract.

### ADDITIONAL TERMS OF THE CONTRACT AND SECURITY AGREEMENT

**GENERAL TERMS:** As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

**WARRANTY:** Vehicle warranty information is supplied to you separately.

**PREPAYMENT:** You may prepay this Contract in part or in full at any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

**OWNERSHIP AND DUTIES TOWARD PROPERTY:** By giving us a security interest in the Vehicle, you represent and agree to the following.

- You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the lawful purposes for which it was intended. Unless otherwise agreed in writing, the Vehicle will be located at your address listed on page 1.
- You will not attempt to sell the Vehicle (unless it is inventory and identified as such) or otherwise transfer any rights in this property to anyone else, without our prior written consent.
- You will pay all taxes and assessments on the Vehicle as they become due.
- You will notify us of any loss or damage to the Vehicle. You will provide us reasonable access to the Vehicle for the purpose of inspection. Our entry and inspection must be accomplished in a lawful manner and without breaching the peace.
- You will endorse the certificate of title to this Vehicle, if any, to show the security interest we have in this Vehicle.

**DEFAULT:** You will be in default on this Contract if any one or more of the following occurs (except as prohibited by law).

- You fail to perform any obligation which you have undertaken in this Contract.

process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.

D. We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address, as reflected in our records, at least 10 days before the date of the intended disposition for such other period of time as is required by law).

**REINSTATEMENT:** If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, accrued default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of suit if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

**NOTICE OF PROPOSED INSURANCE:** You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance for each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

**INSURANCE:** You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security on this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

If you fail to obtain or maintain this insurance, we may obtain insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest lawful contract rate, until paid in full.

**WAIVER:** You give up your rights (to the extent permitted by law) to require us to do certain things. You will not require us to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid; (3) give notice that we are making the Contract immediately due.

**OBLIGATIONS INDEPENDENT:** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following.

- You must pay this Contract even if someone else has signed it.
- We may release any co-signer or guarantor and you will still be obligated to pay the Contract.
- We may release any security and you will still be obligated to pay the Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

(page 2 of 3)



**FTC NOTICES**

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.

IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

**THIRD PARTY AGREEMENT**

By signing below you agree to give us a security interest in the Vehicle described on page 1. You also agree to be bound by the terms of this Contract, including the WAIVER section on page 2, EXCEPT that you will not be liable for the payments it requires. You agree that we may renew, extend, or change this Contract. You also agree that we may release any party or Vehicle without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract and Security Agreement.

X \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

**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:

Russell G Woods 6/24/96  
Signature: Date

Signature: Date

Buyer:

Signature: Date

Signature: Date

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT**

Buyer:

Russell G Woods 6/24/96  
Signature: Date

Signature: Date

Buyer:

Signature: Date

Signature: Date

**ASSIGNMENT:** This Contract and Security Agreement is assigned to HARRIS SAVINGS BANK.

(name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below.

Seller: **FAMILY MOBILE HOMES INC**

By: [Signature]

**ASSIGNMENT BY SELLER**

Seller sells and assigns this Retail Installment Contract and Security Agreement on June 24, 19 96 to HARRIS SAVINGS BANK, 205 PINE ST, HARRISBURG, PA 171051211 the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: ☐ UNDER THE TERMS OF A SEPARATE AGREEMENT.

☒ PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
  - The statements contained in this Contract are true and correct;
  - The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
  - This sale was completed in accordance with all applicable federal and state laws and regulations;
  - This Contract is valid and enforceable in accordance with its terms;
  - The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
  - This Contract is not subject to any claims or defenses on the part of the Buyer;
  - A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution; and
  - The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
- If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The

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:

Russell G Woods 6/24/96  
Signature: Date

Signature: Date

Buyer:

Signature: Date

Signature: Date

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT**

Buyer:

Russell G Woods 6/24/96  
Signature: Date

Signature: Date

Buyer:

Signature: Date

Signature: Date

ASSIGNMENT: This Contract and Security Agreement is assigned to HARRIS SAVINGS BANK (name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below.

Seller: FAMILY MOBILE HOMES INC

By: David L. Pao

**ASSIGNMENT BY SELLER**

Seller sells and assigns this Retail Installment Contract and Security Agreement on June 24, 19 96, to HARRIS SAVINGS BANK, 205 PINE ST, HARRISBURG, PA 17105-7111 the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: ☐ UNDER THE TERMS OF A SEPARATE AGREEMENT.

☒ PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- A. This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
- B. The statements contained in this Contract are true and correct;
- C. The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
- D. This sale was completed in accordance with all applicable federal and state laws and regulations;
- E. This Contract is valid and enforceable in accordance with its terms;
- F. The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
- G. This Contract is not subject to any claims or defenses on the part of the Buyer;
- H. A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution; and
- I. The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including interest) plus the cost and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS INDICATED BY CHECKING THE BOX BELOW, THIS ASSIGNMENT IS WITHOUT RECOURSE.

☐ WITH RECOURSE: Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract and Security Agreement, Seller will, upon demand, repurchase this Contract and Security Agreement for the amount of the unpaid balance, including finance charges, due at that time.

Seller: FAMILY MOBILE HOMES INC

By: David L. Pao Title: President

COMMONWEALTH OF PENNSYLVANIA									
DEPARTMENT OF TRANSPORTATION									
CERTIFICATE OF TITLE FOR A VEHICLE									
9,126									
952400022002831-001									
26111209H5		95		SKYLINE		50029785303 WD			
VEHICLE IDENTIFICATION NUMBER		YEAR		MAKE OF VEHICLE		TITLE NUMBER			
MH	0			9/17/96		EXEMPT		4	
BODY TYPE	DUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROC. DATE	ODOM. MILES	ODOM. STATUS			
9/17/96	9/17/96								
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GVWR	GVWR	TITLE BRANDS				
<div style="float: right; border: 1px solid black; padding: 5px; width: 200px;"> <p style="text-align: center; margin: 0;">ODOMETER STATUS</p> <p>0 = ACTUAL MILEAGE</p> <p>1 = MILEAGE EXCEEDS THE MECHANICAL LIMIT</p> <p>2 = NOT THE ACTUAL MILEAGE</p> <p>3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED</p> <p>4 = EXEMPT FROM ODOMETER DISCLOSURE</p> <p style="text-align: center; margin: 5px 0;">TITLE BRANDS</p> <p>A = ANTIQUE VEHICLE</p> <p>C = CLASSIC VEHICLE</p> <p>F = OUT OF COUNTRY</p> <p>G = ORIGINALLY MFD. FOR NON-USE DISTRIBUTION</p> <p>H = AGRICULTURAL VEHICLE</p> <p>L = LOGGING VEHICLE</p> <p>P = FORMERLY A POLICE VEHICLE</p> <p>R = RECONSTRUCTED</p> <p>S = STREET ROD</p> <p>T = RECOVERED THEFT VEHICLE</p> <p>V = VEHICLE CONTAINS REBUILT VIN</p> <p>W = FLOOD VEHICLE</p> <p>X = FORMERLY A TAXI</p> </div>									
ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW									
REGISTERED OWNER(S)									
RUSSELL G WOODS									
RD 1 BOX 158A									
WEST DECATUR PA 16878									
FIRST LIEN FAVOR OF:					SECOND LIEN FAVOR OF:				
HARRIS SAVINGS BANK									
FIRST LIEN RELEASED _____ DATE _____					SECOND LIEN RELEASED _____ DATE _____				
BY _____ AUTHORIZED REPRESENTATIVE _____					BY _____ AUTHORIZED REPRESENTATIVE _____				
MAILING ADDRESS									
031007									
HARRIS SAVINGS BANK									
205 PINE ST									
HARRISBURG PA 17105									
BRADLEY L MALLORY									
Secretary of Transportation									
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>D. APPLICATION FOR TITLE AND LIEN INFORMATION -</b></p> <p>SUBSCRIBED AND SWORN TO BEFORE ME _____</p> <p>NO. _____ DAY _____ YEAR _____</p> <p>SIGNATURE OF PERSON ADMINISTERING OATH _____</p> <p>SEAL _____</p> <p>The undersigned hereby make application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.</p> <p>SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER _____</p> <p>SIGNATURE OF CO-APPLICANT/TITLE OR AUTHORIZED SIGNER _____</p> </div> <div style="width: 50%;"> <p>When applying for title with a co-owner, other than your spouse, check one of these boxes. If no box is checked, title will be issued as "Tenants in Common".</p> <p><input type="checkbox"/> A Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).</p> <p><input type="checkbox"/> B Tenants in Common (on death of one owner, interest of deceased owner passes to his or her heirs or estate).</p> <p>LIEN DATE _____ IF NO LIEN CHECK BOX <input type="checkbox"/></p> <p>FIRST LIENHOLDER:</p> <p>NAME _____</p> <p>STREET _____</p> <p>CITY _____</p> <p>STATE _____ ZIP _____</p> <p>LIEN DATE _____ IF NO LIEN CHECK BOX <input type="checkbox"/></p> <p>SECOND LIENHOLDER:</p> <p>NAME _____</p> <p>STREET _____</p> <p>CITY _____</p> <p>STATE _____ ZIP _____</p> </div> </div>									
STORE IN A SAFE PLACE - IF NOT APPLICANT FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE									

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

06894994

EXHIBIT

2

## FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

**EXHIBIT** "3"

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Lisa Marsh  
(NAME)

VP of Waypoint Bank, plaintiff herein, that  
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Lisa Marsh VP  
(SIGNATURE)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

RUSSELL G. WOODS,

Defendant

No. *04-1922-CD*

COMPLAINT IN REPLEVIN

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#03939473

*2cc Sheriff*  
*pd/ 3:00 PM*  
DEC 02 2004 *Any pd. 85.00*  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYPOINT BANK

Plaintiff

vs.

Civil Action No.

RUSSELL G. WOODS,

Defendant

**COMPLAINT IN REPLEVIN AND NOTICE TO DEFEND**

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 an 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. OF 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

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.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 1300-1301

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 449 Eisenhower Blvd., P.O. Box 1711, Harrisburg, PA 17111.
2. Defendant is an adult individual residing at 650 Woods Hollow Rd., W. Decatur, PA 16878.
3. Plaintiff is the holder of a Retail Installment Contract (hereinafter the "Contract") and Security Agreement secured by a mobile home duly executed and delivered by Defendant in favor of Family Mobile Homes, Inc., on or about June 24, 1996. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract and Security Agreement, Defendant took possession of the mobile home more particularly identified in the Contract as a 1995 Skyline Brookstone Mobile Home, Serial Number 2G11-1209HAB.
5. Family Mobile Homes, Inc., subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
6. Under the terms of the Contract, Defendant was to make 240 (two hundred and forty) consecutive monthly payments of \$397.23 beginning July 24, 2004.



7. The total principal amount due to Plaintiff pursuant to the Contract was \$42,615.00.
8. Plaintiff maintains a first lien on the aforesaid mobile home by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.
9. Defendant is in default of the terms and conditions of the Contract because Defendant has failed to make the required monthly payments since May 11, 2004.
10. Plaintiff is entitled to immediate possession of said mobile home which Plaintiff holds a security interest in and any proceeds of the mobile home, including insurance proceeds by virtue of Defendant's default.
11. Defendant has made partial payment under the Contract leaving an unpaid balance in the amount of \$34,505.65 as of October 9, 2004.
12. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendant wrongfully remain in possession of the mobile home at the above-stated address.
13. By virtue of Defendant's default, Plaintiff has an immediate right to possession of the mobile home covered by the Security Agreement the value of which is \$32,219.28, plus continuing finance charges at the aforesaid rate of 8.98% per annum.

14. Under the terms of the Contract, Defendant has undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendant, russell G. Woods, individually, in Count I of this Complaint In Replevin, as follows:

A. For possession of the mobile home, more particularly identified as a 1995 Skyline Brookstone Mobile Home, Serial Number 2G11-1209HAB

COUNT II  
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

15. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

16. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendant's default for the accelerated balance due under the Contract in the amount of \$34,505.65, plus appropriate additional finance charges at the rate of 6% per annum on the balance due and costs.

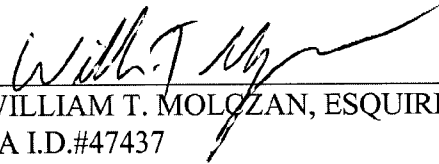
17. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

18. Plaintiff avers that such attorneys' fees amount to \$300.00 to date.

21. Contemporaneously hereunder, Defendant has been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendant, individually, in the amount of \$34,505.65 plus continuing finance charges at the aforesaid rate of 6% per annum, expenses for retaking possession, attorneys fees of \$300.00 and costs.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.

  
WILLIAM T. MOLQZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#:03939473

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED  
SHALL BE USED FOR THAT PURPOSE.**

<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b>	<b>Seller</b> FAMILY MOBILE HOMES INC	<b>Buyer</b> WOODS, RUSSELL G.
	<b>Address</b> 1883 E PLEASANT VALLEY BLVD	RD 1 Bx 158A
	ALTOONA, PA. 16602	Address WEST DECATUR, PA 16878
No. _____ Date <u>June 24, 1996</u>	"We" and "us" mean the Seller above, its successors and assigns.	"You" and "your" mean each Buyer above and guarantor, jointly and individually.

**SALE:** You agree to purchase from us, subject to the terms and conditions of this Contract and Security Agreement, the Vehicle in its present condition described below.

Year	Make	Model	Manufacturer's Serial Numbers	License No./Year
95	SKYLINE	BROOKSTONE	2G11-1209HAR	

**OTHER DESCRIPTION:** Size: 28x52

Skirting, (1) 4' x 8' Deck

**SECURITY:** You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessories, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 42615.00, plus finance charges accruing at the rate of 9.50 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid

amounts, we will, instead, earn interest at 9.50 percent per year.

**DOWN PAYMENT:** You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

☐ **MINIMUM FINANCE CHARGE:** We may retain a minimum finance charge of \$ \_\_\_\_\_ if you pay off this Contract before we have earned that much interest.

### TRUTH IN LENDING DISCLOSURES

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf.	<b>TOTAL OF PAYMENTS</b> The amount you will have paid when you have made all scheduled payments.	<b>TOTAL SALE PRICE</b> The total cost of your purchase on credit, including your down payment of \$ 10500.00
9.50 %	\$ 52720.20	\$ 42615.00	\$ 95135.20	\$ 105835.20

**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
240	\$ 397.23	24th of each month beginning <u>July</u> , 19 <u>96</u>
	\$	and each <u>15th</u> thereafter until paid.

**Security:** You are giving a security interest in the Vehicle being purchased.

☒ **Late Charge:** You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.

**Assumption:** Someone buying your home cannot assume the obligation on the original terms.

**Prepayment:** If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty. **Filing Fees \$120.00**

**Contract Provisions:** You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

**CREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

<b>CREDIT LIFE:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$	_____

<b>CREDIT DISABILITY:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$	_____

**PROPERTY INSURANCE:** You are required by us to insure the Vehicle securing this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

**LIABILITY INSURANCE:** Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

**EXHIBIT**

**SECURITY:** You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessions, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 42615.00, plus finance charges accruing at the rate of 9.50 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid amounts, we will, instead, earn interest at 9.50 percent per year.

**DOWN PAYMENT:** You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

☐ **MINIMUM FINANCE CHARGE:** We may retain a minimum finance charge of \$ \_\_\_\_\_ if you pay off this Contract before we have earned that much interest.

### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ <u>10500.00</u>
9.50 %	\$ 52720.20	\$ 42615.00	\$ 95335.20	\$ 105835.20

**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
240	\$ 397.23	24th of each month beginning July 19 96
	\$	and each month thereafter until paid.
	\$	

**Security:** You are giving a security interest in the Vehicle being purchased.

☒ **Late Charge:** You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.

**Assumption:** Someone buying your home cannot assume the obligation on the original terms.

**Prepayment:** If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty. Filing Fees \$120.00

**Contract Provisions:** You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

**CREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

<b>CREDIT LIFE:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$ _____	
<b>CREDIT DISABILITY:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$ _____	
Insurance Company Name and Home Office Address:	
I Want the Credit Insurance Specified Above:	
First Buyer _____	Second Buyer _____

**PROPERTY INSURANCE:** You are required by us to insure the Vehicle securing this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

**LIABILITY INSURANCE:** Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

If you get the insurance from or through us, you will pay \$ 2035.00 for 60 months of coverage.

The Vehicle insurance premium is calculated as follows:

- ☐ Fire-Theft and Combined Add'l. Coverage \$ \_\_\_\_\_
- ☐ \$ \_\_\_\_\_ Deductible Comprehensive Cov. \$ \_\_\_\_\_
- ☐ \$ \_\_\_\_\_ Deductible Collision Coverage \$ \_\_\_\_\_
- ☐ \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ \_\_\_\_\_ \$ \_\_\_\_\_

☐ A charge for an Extended Service Contract is added to this Contract. The Extended Service Contract sold or provided by us is:

Coverage: \_\_\_\_\_ for Term: \_\_\_\_\_

**MODERN CREDIT PROTECTION POLICY:**

Premium \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

MOTOR VEHICLE (page 1 of 3)

R6W

# ITEMIZATION OF AMOUNT FINANCED

Vehicle \$ 50950.00  
 (including accessories, delivery, services,  
 and sales tax of \$ 0.00)  
 Extended Service Contract \$ 0.00  
 Cash Price \$ 50950.00  
 Cash Down Payment \$ 0.00  
 Manufacturer's Rebate \$ 0.00  
 Description of Trade-in  
 88 COMMODORE 14X76  
 Trade-in \$ 13500.00  
 Less: Amount Owning \$ 3000.00  
 (paid by Seller)  
 Net Trade-in \$ 10500.00  
 Down Payment \$ 10500.00  
 Unpaid Balance of Cash Price  
 (Cash Price less Down Payment) \$ 40450.00  
 Paid to Public Officials - Sales Tax / Tire Tax \$ 0.00  
 Paid to Property Insurance Company / MCPP \$ 0.00  
 Paid to Credit Life Insurance Company \$ 0.00  
 Paid to Credit Disability Insurance Company \$ 0.00  
 Filing Fee / UCC \$ 20.00  
 TO: Notary & Prep / Flood Report \$ 10.00  
 TO: \$  
 Other Charges  
 (including Amounts Paid to Others on Your Behalf) \$ 2165.00  
 (Less) Prepaid Finance Charges \$ 0.00  
 Amount Financed  
 (Unpaid Balance of Cash Price plus Other Charges) \$ 42615.00  
 You agree to the terms on pages 1, 2, and 3 of this Contract.

## ADDITIONAL TERMS OF THE CONTRACT AND SECURITY AGREEMENT

**GENERAL TERMS:** As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

**WARRANTY:** Vehicle warranty information is supplied to you separately.

**PREPAYMENT:** You may prepay this Contract in part or in full at any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

**OWNERSHIP AND DUTIES TOWARD PROPERTY:** By giving us a security interest in the Vehicle, you represent and agree to the following.

- You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the lawful purposes for which it was intended. Unless

B. We, in good faith, believe that the prospect of payment or the prospect of your performance of any other of your obligations under this Contract is impaired.

If you default, you agree to pay court costs we incur to collect this Contract as well as attorneys' fees if we refer this Contract for collection to an attorney.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

**REMEDIES:** If you are in default on this Contract, we have all of the remedies provided by law and this Contract.

A. We may require you to immediately pay us the remaining unpaid balance of the amount financed, finance charges, less any refund required by law, and all other agreed charges.

B. We may pay taxes, assessments, or other liens or make repairs to the Vehicle if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us, will be immediately due, and will earn interest from the date paid at the highest lawful contract rate permitted by law until paid in full.

C. We may immediately take possession of the Vehicle by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.

D. We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address, as reflected in our records, at least 10 days before the date of the intended disposition for such other period of time as is required by law.

**REINSTATEMENT:** If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, accrued default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of suit if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

**NOTICE OF PROPOSED INSURANCE:** You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance (or each person signing the request for joint credit life insurance). The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

**INSURANCE:** You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security on this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

If you fail to obtain or maintain this insurance, we may obtain insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest

Unpaid Balance of Cash Price (Cash Price less Down Payment)	\$ 40450.00
Paid to Public Officials - Sales Tax / Tire Tax	\$ 0.00
Paid to Property Insurance Company / MCPP	\$ 035.00 0.00
Paid to Credit Life Insurance Company	\$ 0.00
Paid to Credit Disability Insurance Company	\$ 0.00
Filing Fee / UCC	\$ 20.00 100.00
To: <u>Notary &amp; Prep / Flood Region</u>	\$ 10.00 0.00
To:	\$
Other Charges (including Amounts Paid to Others on Your Behalf)	\$ 2165.00
(Less) Prepaid Finance Charges	\$ 0.00
Amount Financed (Unpaid Balance of Cash Price plus Other Charges)	\$ 42615.00

You agree to the terms on pages 1, 2, and 3 of this Contract.

### ADDITIONAL TERMS OF THE CONTRACT AND SECURITY AGREEMENT

**GENERAL TERMS:** As used in this document, Contract includes the terms of the Contract and Security Agreement. You have been given an opportunity to purchase the Vehicle and/or services described on page 1 for the cash price or the total sale price. The total sale price is the total price of the Vehicle and/or services if you buy it over time. The total sale price shown in the TRUTH IN LENDING DISCLOSURES is based on the assumption that all payments will be made as scheduled. You agree to buy this property and/or services from us at the actual total sale price according to the terms of this Contract.

You agree this Contract will be governed by the law of the State of Pennsylvania. You agree that we have not made any oral warranties or promises regarding the property. This Contract takes effect when signed by you. If any part of this Contract cannot be enforced, this fact will not affect the remaining terms.

**WARRANTY:** Vehicle warranty information is supplied to you separately.

**PREPAYMENT:** You may prepay this Contract in part or in full at any time. Any partial payment will not excuse any later scheduled payments until you pay in full.

**OWNERSHIP AND DUTIES TOWARD PROPERTY:** By giving us a security interest in the Vehicle, you represent and agree to the following.

- You will defend this property against any claim made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle ahead of the claim of anyone else.
- The security interest you are giving us in this Vehicle comes ahead of the claim of any other of your general or secured creditors. You have signed or immediately will sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle.
- You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle only for the lawful purposes for which it was intended. Unless otherwise agreed in writing, the Vehicle will be located at your address listed on page 1.
- You will not attempt to sell the Vehicle (unless it is inventory and identified as such) or otherwise transfer any rights in this property to anyone else, without our prior written consent.
- You will pay all taxes and assessments on the Vehicle as they become due.
- You will notify us of any loss or damage to the Vehicle. You will provide us reasonable access to the Vehicle for the purpose of inspection. Our entry and inspection must be accomplished in a lawful manner and without breaching the peace.
- You will endorse the certificate of title to this Vehicle, if any, to show the security interest we have in this Vehicle.

**DEFAULT:** You will be in default on this Contract if any one or more of the following occurs (except as prohibited by law).

- You fail to perform any obligation which you have undertaken in this Contract.

process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your secured obligations.

D. We may be entitled to a deficiency judgment against you if the proceeds of the sale do not pay all of the expenses and what you owe us (except when prohibited by law).

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of the intended sale or disposition of the Vehicle, this notice will be considered reasonable if sent by mail to your last known address, as reflected in our records, at least 10 days before the date of the intended disposition for such other period of time as is required by law).

**REINSTATEMENT:** If the Vehicle has been repossessed or taken through legal action, we may reinstate the Contract and return the Vehicle to you. The Contract will be reinstated if you pay all past due installments, accrued default, plus any other amount lawfully due under the Contract. In addition, you agree to pay for the costs of suit if we retake the Vehicle through legal action. If default has existed for more than 15 days at the time of repossession, the expenses for retaking, repairing, and storing the Vehicle as authorized by law must also be paid by you.

**NOTICE OF PROPOSED INSURANCE:** You take notice that group credit life insurance coverage and/or group credit accident and health insurance coverage will be applicable to this Contract if so marked on page 1. Group credit life insurance coverage and/or group credit accident and health insurance coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person signing the request for such insurance for each person signing the request for joint credit life insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the originally scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to us a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

**INSURANCE:** You agree to buy insurance on the Vehicle against the risks and for the amounts we require. You will name us as loss payee on any such policy. We may require added security on this Contract if you agree that insurance proceeds may be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will buy the insurance from a firm authorized to do business in Pennsylvania. You will keep the insurance until this Contract is paid in full.

If you fail to obtain or maintain this insurance, we may obtain insurance to protect our interest in the Vehicle. If you fail to name us as loss payee, we may obtain insurance to protect our interest in the Vehicle. We will notify you if we do so. The cost of such insurance will be added to the amount you owe us. The cost will be immediately due. The cost will accrue interest at the highest lawful contract rate, until paid in full.

**WAIVER:** You give up your rights (to the extent permitted by law) to require us to do certain things. You will not require us to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid; (3) give notice that we are making the Contract immediately due.

**OBLIGATIONS INDEPENDENT:** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following.

- You must pay this Contract even if someone else has signed it.
- We may release any co-signer or guarantor and you will still be obligated to pay the Contract.
- We may release any security and you will still be obligated to pay the Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

(page 2 of 3)

### FTC NOTICES

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.

IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

### THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Vehicle described on page 1. You also agree to be bound by the terms of this Contract, including the WAIVER section on page 2, EXCEPT that you will not be liable for the payments it requires. You agree that we may renew, extend, or change this Contract. You also agree that we may release any party or Vehicle without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract and Security Agreement.

X \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

**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:

Russell G. Woods 6/24/96  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT

Buyer:

Russell G. Woods 6/24/96  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ASSIGNMENT:** This Contract and Security Agreement is assigned to HARRIS SAVINGS BANK.

(name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below.

Seller: FAMILY MOBILE HOMES INC

By: [Signature]

### ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement on June 24, 19 96 to HARRIS SAVINGS BANK, 205 PINE ST, HARRISBURG, PA. 171051211 the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: ☐ UNDER THE TERMS OF A SEPARATE AGREEMENT  
☒ PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
  - The statements contained in this Contract are true and correct;
  - The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
  - This sale was completed in accordance with all applicable federal and state laws and regulations;
  - This Contract is valid and enforceable in accordance with its terms;
  - The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
  - This Contract is not subject to any claims or defenses on the part of the Buyer;
  - A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution; and
  - The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
- If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The



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:

Signature: Russell G Woods Date: 6/24/96

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT**

Buyer:

Signature: Russell G Woods Date: 6/24/96

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ASSIGNMENT: This Contract and Security Agreement is assigned to HARRIS SAVINGS BANK (name and address), the Assignee, under the terms of the ASSIGNMENT BY SELLER below.

Seller: FAMILY MOBILE HOMES INC

By: David J. Piro

**ASSIGNMENT BY SELLER**

Seller sells and assigns this Retail Installment Contract and Security Agreement on June 24, 19 96, to HARRIS SAVINGS BANK, 205 PINE ST, HARRISBURG, PA 171051711 the Assignee, its successors and assigns, all its rights, title and interest in this Contract and Security Agreement, and any guarantee executed in connection with this Contract and Security Agreement.

THIS ASSIGNMENT IS MADE: ☐ UNDER THE TERMS OF A SEPARATE AGREEMENT.  
☒ PURSUANT TO THE FOLLOWING TERMS.

Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract. Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis;
- The statements contained in this Contract are true and correct;
- The down payment was made by the Buyer in the manner stated on page 1 and no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives;
- This sale was completed in accordance with all applicable federal and state laws and regulations;
- This Contract is valid and enforceable in accordance with its terms;
- The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct;
- This Contract is not subject to any claims or defenses on the part of the Buyer;
- A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution; and
- The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including interest) plus the cost and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS INDICATED BY CHECKING THE BOX BELOW, THIS ASSIGNMENT IS WITHOUT RECOURSE.

☐ WITH RECOURSE: Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract and Security Agreement, Seller will, upon demand, repurchase this Contract and Security Agreement for the amount of the unpaid balance, including finance charges, due at that time.

Seller: FAMILY MOBILE HOMES INC

By: David J. Piro

Title: President

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF TITLE FOR A VEHICLE

9,126

952400022002331-001

26111209HB

VEHICLE IDENTIFICATION NUMBER

95

YEAR

SKYLINE

MAKE OF VEHICLE

50029785301 WO

TITLE NUMBER

MH

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

9/17/96

DDOM. PROCD. DATE

EXEMPT

ODOM. MILES

4

ODOM. STATUS

9/17/96

DATE PA TITLED

9/17/96

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

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

RUSSELL G WOODS

RD 1 BOX 158A

WEST DECATUR PA 16878

FIRST LIEN FAVOR OF:

HARRIS SAVINGS BANK

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

HARRIS SAVINGS BANK

205 PINE ST

HARRISBURG PA 17105

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

BRADLEY L MALLORY

Secretary of Transportation

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

D. APPLICATION FOR TITLE AND LIEN INFORMATION -

SUBSCRIBED AND SWORN TO BEFORE ME

NO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

NOT IN PRESENCE OF A NOTARY

The undersigned hereby make 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 OR AUTHORIZED SIGNER

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 boxes. 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 passes to his or her heirs or estate).

LIEN DATE

IF NO LIEN CHECK BOX

FIRST LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

LIEN DATE

IF NO LIEN CHECK BOX

SECOND LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

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

06894994

EXHIBIT

2

## FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period; no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

**EXHIBIT "3"**

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Lisa Marsh  
(NAME)

VP of Waypoint Bank, plaintiff herein, that  
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Lisa Marsh VP  
(SIGNATURE)

FILED

DEC 02 2004

William A. Shaw  
Prothonotary/Clerk of Courts