

2004-1937-CD
Greenpoint vs Keith Chandler et al

04-1937-CD
GREENPOINT CREDIT LLC vs. KEITH R. CHANDLER, et al.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

Plaintiff,

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

CIVIL DIVISION

No. *04-1937-CD*

TYPE OF PLEADING:
Complaint in Replevin

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

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PA I.D. #82058

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Firm #332

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FILED Atty pd. 85.00
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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No.

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

COMPLAINT IN REPLEVIN

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

1. Keith R. Chandler and Rhonda A. Chandler, hereinafter referred to as "Defendants," are individuals whose last known address is 468 Blackburn Road, Madera, PA 16661.
2. Greenpoint Credit LLC hereinafter referred to as "Plaintiff," is a limited liability company and is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about November 2, 1998, Defendants entered into a "Retail Installment Contract, Security Agreement, Waiver of Trial by Jury and Agreement to Arbitration or Reference or Trial by Judge Alone," hereinafter referred to as the "Security Agreement," whereby Defendants purchased and financed from Family Mobile Homes, Inc., a 1985 Liberty manufactured home (serial no. 08L56263) with certain furnishings, equipment, appliances, and accessories included at the time of

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

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

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, Greenpoint Credit Corp., on or about November 2, 1998, as permitted by the Security Agreement.

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

7. Pursuant to the Security Agreement, Defendants promised to pay the financed amount of \$19,505.00.

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

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

10. Plaintiff avers that the approximate retail value of the Manufactured Home is \$12,454.00.

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

when due. As of November 23, 2004, the delinquent payment amount due and owing from Defendants to Plaintiff is \$1,074.40.

12. As of November 23, 2004, the amount owed by Defendants to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$20,230.75. The interest on said amount is accruing at the daily rate of \$6.07.

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

14. On October 7, 2004, Plaintiff provided each Defendant with a Notice of Default, true and correct copies of the same are marked as Exhibits "C" and "D" and are attached hereto and made a part hereof.

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

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$12,454.00, plus attorneys fees in the amount of \$600.00, costs, interest from November 23, 2004, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan
Attorneys for Plaintiff

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

PENNSYLVANIA

61301867

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

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

NAME: _____

BUYERS NAME: _____
ADDRESS: HC BOX 135C

MH FIXED RATE CONTRACT

FOR OFFICE USE ONLY	LOAN PLAN: FC1 1C0698 OFFICE NUMBER: 79061 LOAN SOURCE NO: 750039 ACCT. NO.: 61301867 FUNDING CODE: _____
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COUNTY: CLEARFIELD

CITY: MADERA STATE: PA ZIP: 16661

PHONE: 800-60-9708 210-54-4000

PROPOSED LOCATION OF MANUFACTURED HOME: HC BOX 135C, MADERA, PA 16661

"I," "me," "myself" or "my" mean all persons who sign this Contract as buyer or co-buyer, jointly and severally, and "you" or "your" mean the Seller and any assignee. This Contract will be submitted to the Creditor indicated below, at a local office and, if approved, it will be assigned to that Creditor. On the date of this Contract, I buy from you on a credit sale basis the manufactured home described on page 2, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

CREDITOR: GREENPOINT CREDIT CORP.

PROMISE TO PAY: I promise to pay you at such address as you may direct the Unpaid Balance shown on page 2 of this Contract (item 5) with interest at the rate of:

13.25 % per

year until the debt is fully paid. I will pay this amount in installments as shown in the payment schedule until the Unpaid Balance is fully paid. If, on 11-2-13, I still owe any amount under this Contract, I will pay such amount in full on that date, which is called the "Maturity Date." Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: 13.25 %	The dollar amount the credit will cost me: \$ 25,496.80	The amount of credit provided to me or on my behalf: \$ 19,505.00	The amount I will have paid after I have made all payments as scheduled: \$ 45,001.80	The total cost of my purchase on credit including my down payment: \$ 2,300.00 ; \$ 47,301.80
See page 2.		See page 2.		Total Payment - Down Payment
<p>See Contract terms for additional information about nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties.</p> <p>Prepayment: If I pay off early, I will not have to pay a penalty, but I will not be entitled to a refund of the Prepaid Finance Charge, if any.</p> <p>Security: I give you a security interest in the goods or property being purchased.</p> <p>Late Charge: If a payment is more than 15 days late, I will be charged 2 % of the unpaid amount of such payment, not to exceed \$ 5.00.</p> <p>Assumption: Someone buying my Manufactured Home may not assume the remainder of the Contract on the original terms without your prior written consent.</p> <p>Estimates: All numerical disclosures except the late payment disclosures are estimates.</p>				



100698

Description of
Manufactured
Home:

TRADE NAME: LIBERTY

MODEL: UNKNOWN

YEAR: 85 NEW: USED: X LENGTH: 66 ft. WIDTH: 14 ft.

SERIAL
NUMBERS: 08156263ADDITIONAL ITEM NUMBER SERIAL NUMBER
ADDITIONAL ITEM NUMBER SERIAL NUMBERADDITIONAL SKIRTING
ACCESSORIES DECK
AND FURNISHINGS:OIL TANK
AND FURNISHINGS:

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Including Sales Tax of \$.00): \$ 20,632.00
2. a. Cash Down Payment \$.00
- b. Trade-In (Year, Make, Model): 74 ESQUIRE UNKNOWN
Length 7 C Width 12
Gross Value \$ 3,000.00 Liens \$ 700.00
(Seller to pay off)
Net Trade-In Value \$ 2,300.00
3. Total Down Payment \$ 2,300.00
4. Unpaid Balance of Cash Price (1 minus 2) \$ 18,332.00
4. Amounts paid to others on my behalf:
 a. To Insurance Companies:
 (1) Property Insurance \$ 1,110.00
 (2) Credit Life Insurance \$.00
 b. To Public Officials:
 (1) Certificate of Title \$ 22.50
 (2) FILING FEES \$ 5.00
 c. To Creditor:
 For: \$.00
 d. To:
 For: NOTARY FEES \$ 35.50
 e. To:
 For: \$.00
 f. To:
 For: \$.00
 g. To:
 For: \$.00
 h. To:
 For: \$.00
 Total (a + b + c + d + e + f + g + h) \$ 1,173.00
5. Unpaid Balance (3 plus 4) \$ 19,505.00
6. Prepaid Finance Charge \$.00
7. Amount Financed (5 minus 6) \$ 19,505.00

* I understand and agree that a portion of certain of these amounts may be retained by you or your affiliate.

INSURANCE

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

Type of Insurance	Term	Premium
<input checked="" type="checkbox"/> Physical Damage Coverage	6 CMOS	\$ 1,110.00
	CMOS	\$.00
		\$.00

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

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

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

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

Type of Coverage	Term	Premium
Single	_____	\$ _____
Joint	_____	\$ _____

Date _____
(signature)

Date _____
(signature)

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

ORIGINAL COPY

ADDITIONAL TERMS AND CONDITIONS

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

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

PROPERTY INSURANCE:

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

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

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

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

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

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

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

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:

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

d. Self-Help, Foreclosure, and Provisional Remedies. The provisions of this paragraph shall not limit any rights that you or I may have to exercise self-help remedies such as set-off or repossession, to foreclose by power of sale or judicially against or sell any collateral or security, or to obtain any provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration under subparagraph (b) above. Neither the obtaining nor the exercise of any such remedy shall serve as a waiver of the right of either you or me to demand that the related or any other dispute or controversy be determined by arbitration as provided above.

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

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

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

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

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

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

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

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

YOU AND I HAVE READ AND FULLY UNDERSTAND THIS CONTRACT, INCLUDING THE PARAGRAPH CALLING FOR RESOLVING DISPUTES BY ARBITRATION, REFERENCE, OR TRIAL BY A JUDGE, AND NOT BY JURY TRIAL, AND AGREE THAT THIS CONTRACT SETS FORTH OUR ENTIRE AGREEMENT AND THAT NO OTHER PROMISES HAVE BEEN MADE.

ACCEPTED: The foregoing Contract is hereby assigned under the terms of the Assignment below.

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

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

BUYER(S) SIGNATURE(S):

SELLER: FAMILY MOBILE HOMES, INC.
SELLER'S ADDRESS: 1683 E PLEASANT VALLEY BLVD
ALTOONA, PA 166020000
SELLER'S SIGNATURE: Keith R. Chandler
SELLER'S TITLE: President

Keith R. Chandler
KEITH R. CHANDLER

Rhonda A. Chandler
RHONDA A. CHANDLER

DATE OF THIS CONTRACT: November 2, 1998

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

Keith R. Chandler
(Signature of Buyer)

Rhonda A. Chandler
(Signature of Co-Buyer)

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON PAGE 1 ("Creditor")

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

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

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

8-439

61301867

983170041001239-001

08156263	85	LIBERTY	37469017002 CH
VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE OF VEHICLE
MH	0	PRIOR TITLE STATE	12/10/98
BODY TYPE	DUP	SEAT CAP	ODOM. PROCD. DATE
8/07/85	12/10/98	UNLADEN WEIGHT	EXEMPT
DATE PA TITLED	DATE OF ISSUE	GWWR	ODOM. MILES
TITLE BRANDS		ODOM. STATUS	
GCWR		TITLE BRANDS	

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

TITLE BRANDS
 A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = COLLECTIBLE VEHICLE
 F = OUT OF COUNTRY
 G = ORIGINALLY IMPORTED FOR NON-U.S.
 DISTRIBUTION
 H = AGRICULTURAL VEHICLE
 L = LOGGING VEHICLE
 P = USED AS A POLICE VEHICLE
 R = RECONSTRUCTED
 S = STREET ROD
 T = RECOVERED THEFT VEHICLE
 V = VEHICLE CONTAINS PURSUED VIN
 W = FLOOD VEHICLE
 X = IS/WAS A TAXI

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

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

FIRST LIEN FAVOR OF:

GREENPOINT CREDIT CORP

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

SECOND LIEN RELEASED

DATE

BY _____ AUTHORIZED REPRESENTATIVE
 MAILING ADDRESS
 031007
 GREENPOINT CREDIT CORP
 400 SOUTHPOINT BLVD
 STE 230
 CANONSBURG PA 15317

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

SECOND LIEN RELEASED

DATE

BY _____ AUTHORIZED REPRESENTATIVE

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

BRADLEY L MALLORY

Secretary of Transportation

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

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

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWEARN
 TO BEFORE ME.

MO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

1ST LIEN DATE IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

PEN-000-631-6869

PLAINTIFF'S
 EXHIBIT
 B

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

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

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

A. ASSIGNMENT OF TITLE-

Registered dealers must complete forms MV2TA or MV2TB as required by law. If purchaser is NOT a registered dealer, Section D on the front of this form must be completed.

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

~~TENTHS~~ miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:

Reflects the amount of mileage
in excess of its mechanical limits Is NOT the actual mileage

WARNING: Odometer discrepancy

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

SUBSCRIBED AND SWORN

TO BEFORE ME: MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

DO NOT WRITE BELOW THIS LINE
I/WE CERTIFY THAT THE
PURCHASED NAME IS
AND SELLER IS A DEALER

B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER-

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

~~TENTHS~~ miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:

Reflects the amount of mileage
in excess of its mechanical limits Is NOT the actual mileage

WARNING: Odometer discrepancy

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

SUBSCRIBED AND SWORN

TO BEFORE ME: MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

DO NOT WRITE BELOW THIS LINE
I/WE CERTIFY THAT THE
PURCHASED NAME IS
AND SELLER IS A DEALER

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER-

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

~~TENTHS~~ miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:

Reflects the amount of mileage
in excess of its mechanical limits Is NOT the actual mileage

WARNING: Odometer discrepancy

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

SUBSCRIBED AND SWORN

TO BEFORE ME: MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

DO NOT WRITE BELOW THIS LINE
I/WE CERTIFY THAT THE
PURCHASED NAME IS
AND SELLER IS A DEALER

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER-

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

~~TENTHS~~ miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:

Reflects the amount of mileage
in excess of its mechanical limits Is NOT the actual mileage

WARNING: Odometer discrepancy

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

SUBSCRIBED AND SWORN

TO BEFORE ME: MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

DO NOT WRITE BELOW THIS LINE
I/WE CERTIFY THAT THE
PURCHASED NAME IS
AND SELLER IS A DEALER

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

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

LAST	FIRST	M.I.
PURCHASER OR FULL BUSINESS NAME		
CO-PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR DIN

PURCHASER SIGNATURE
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER
SELLER AND/OR CO-SELLER MUST HANDPRINT NAME HERE

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

LAST	FIRST	M.I.
PURCHASER OR FULL BUSINESS NAME		
CO-PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR DIN

COPURCHASER SIGNATURE
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER
SELLER MUST HANDPRINT NAME HERE

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

LAST	FIRST	M.I.
PURCHASER OR FULL BUSINESS NAME		
CO-PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR DIN

COPURCHASER SIGNATURE
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER
SELLER MUST HANDPRINT NAME HERE

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

LAST	FIRST	M.I.
PURCHASER OR FULL BUSINESS NAME		
CO-PURCHASER		
STREET ADDRESS		
CITY		
STATE	ZIP	PURCHASE PRICE OR DIN

COPURCHASER SIGNATURE
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER
SELLER MUST HANDPRINT NAME HERE

ACW (100)

NOTICE OF DEFAULT

October 7, 2004

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

RHONDA A. CHANDLER
468 BLACKBURN RD
MADERA, PA 16661

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

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

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

Past Due Monthly Payment(s)	\$	790.80
Late Charge(s)	\$	10.00
Total Due Now	\$	800.80

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

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

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

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

CC: File

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

PA (144) 095-11-0000061301867-00001
Via Certified Mail: 7103 5580 3025 1316 5308



GreenPoint Credit

NOTICE OF DEFAULT

October 7, 2004

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

KEITH R. CHANDLER
468 BLACKBURN RD
MADERA, PA 16661

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

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

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Past Due Monthly Payment(s)	\$	790.80
Late Charge(s)	\$	10.00
Total Due Now	\$	800.80

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

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

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

CC: File

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

PA (144) 095-11-0000061301867-00001

Via Certified Mail: 7103 5580 3025 1316 5292



GreenPoint Credit

VERIFICATION

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

Natalie Marc

Natalie Marc
Legal Processor
Greenpoint Credit LLC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100046
NO: 04-1937-CD
SERVICE # 1 OF 2
COMPLAINT IN REPLEVIN

PLAINTIFF: GREENPOINT CREDIT LLC
VS.
DEFENDANT: KEITH R. CHANDLER and RHONDA A. CHANDLER

SHERIFF RETURN

NOW, December 09, 2004 AT 9:40 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON KEITH R. CHANDLER DEFENDANT AT 468 BLACKBURN ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RHONDA CHANDLER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

*FILED
Q1354016e
JAN 21 2005*

William A. Shaw
Prothonotary, Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100046
NO: 04-1937-CD
SERVICE # 2 OF 2
COMPLAINT IN REPLEVIN

PLAINTIFF: GREENPOINT CREDIT LLC
VS.
DEFENDANT: KEITH R. CHANDLER and RHONDA A. CHANDLER

SHERIFF RETURN

NOW, December 09, 2004 AT 9:40 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON RHONDA A. CHANDLER DEFENDANT AT 468 BLACKBURN ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RHONDA CHANDLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100046
NO: 04-1937-CD
SERVICES 2
COMPLAINT IN REPLEVIN

PLAINTIFF: GREENPOINT CREDIT LLC
vs.
DEFENDANT: KEITH R. CHANDLER and RHONDA A. CHANDLER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VOELKER & ASSOC.	7789	20.00
SHERIFF HAWKINS	VOELKER	7789	39.75

Sworn to Before Me This

____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-1937 CD

v.

Keith R. Chandler and Rhonda A. Chandler,

TYPE OF PLEADING:

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

Defendants.

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

COUNSEL OF RECORD:

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED Atty pd.
m/2/2004 00:00
JAN 26 2005 No CC
Notice to Defs.
William A. Shaw Statement to
Prothonotary/Clerk of Courts Atty
J

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-1937 CD

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

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

TO THE PROTHONOTARY:

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

Principal	\$12,454.00
Interest	\$540.23 (89 days × \$ 6.07 per diem)
Attorneys fees	\$600.00
Costs	<u>to be added</u>
TOTAL	<u>\$13,594.23</u>

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

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

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan
Attorneys for Plaintiff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC.
Plaintiff.

CIVIL DIVISION

No. 04-1937 CD

v.

Keith R. Chandler and Rhonda A. Chandler,
Defendants.

TO: Rhonda A. Chandler
DATE OF NOTICE: 12/29/2004

IMPORTANT NOTICE

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

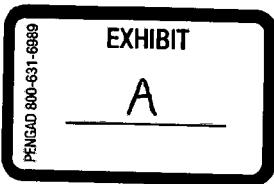
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

VOELKER & ASSOCIATES, P.C.


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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC.
Plaintiff.

CIVIL DIVISION
No. 04-1937 CD

v.

Keith R. Chandler and Rhonda A. Chandler,
Defendants.

TO: Keith R. Chandler
DATE OF NOTICE: 12/29/2004

IMPORTANT NOTICE

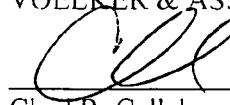
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT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

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

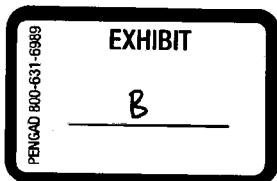
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David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext 5982

VOELKER & ASSOCIATES, P.C.



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



CERTIFICATE OF SERVICE

The undersigned does hereby certify that the attached was served upon the defendant by regular First Class Mail this 7 day of January, 2005.

Rhonda A. Chandler and Keith R. Chandler
468 Blackburn Road
Madera, PA 16661



CHAD R. CALLAHAN

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

Greenpoint Credit LLC
Plaintiff(s)

No.: 2004-01937-CD

Real Debt: \$13,594.23

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Keith R. Chandler
Rhonda A. Chandler
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 26, 2005

Expires: January 26, 2010

Certified from the record this 26th day of January, 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

Greenpoint Credit LLC,

Plaintiff,

v.

Keith R. Chandler and Rhonda A. Chandler,

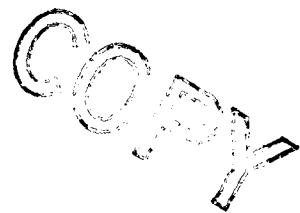
Defendants.

CIVIL DIVISION

No. 04-1937 CD

TYPE OF PLEADING:

Notice of Order, Decree or Judgment



FILED ON BEHALF OF PLAINTIFF:

Greenpoint Credit LLC

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D. #55414

Chad R. Callahan

PA I.D. #82058

Gregory W. Bevington

PA I.D. #92143

Voelker & Associates, P.C.

Firm #332

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-1937 CD

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Plaintiff Defendant Garnishee Additional Defendant

You are hereby notified that the following Order, Decree, or Judgement has been entered against you on January 26, 2005.

Decree Nisi in Equity.

Final Decree in Equity.

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

Judgment is for possession and in the amount:

\$13,594.23 Plus Costs

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

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

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

Name of Attorney for Plaintiff:

PROTHONOTARY

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

By: _____

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-1937 CD

v.

TYPE OF PLEADING:
Praeclipe for Writ of Possession

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

1/2/2004 10:22 AM
1/2/2004 to Shff
JAN 26 2004 Atty pd. 20.00
William A. Shaw
Prothonotary-Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-1937 CD

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

PRAECIPE FOR WRIT OF POSSESSION

TO THE PROTHONOTARY:

Please issue a Writ of Possession in the above captioned matter for the 1985 Liberty manufactured home (serial no. 08L56263) located at 468 Blackburn Road, Madera, PA 16661.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan
Attorneys for Plaintiff

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

CERTIFICATE OF SERVICE

The undersigned does hereby certify that the attached was served upon the defendant by regular First Class Mail this 7 day of January, 2005.

Rhonda A. Chandler and Keith R. Chandler
468 Blackburn Road
Madera, PA 16661



CHAD R. CALLAHAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-1937 CD

v.

TYPE OF PLEADING:
Writ of Possession

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-1937 CD

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

WRIT OF POSSESSION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

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

1985 Liberty manufactured home (serial no. 08L56263) located at 468 Blackburn Road,
Madera, PA 16661.

Date: 11/26/05

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20091
NO: 04-1937-CD

PLAINTIFF: GREENPOINT CREDIT LLC

vs.

DEFENDANT: KEITH R. CHANDLER AND RHONDA A. CHANDLER

Execution POSSESSION

SHERIFF RETURN

DATE RECEIVED WRIT: 01/26/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

(ES)
FILED
01/26/2005
APR 07 2005

William A. Shaw
Prothonotary/Clerk of Courts

WRIT RETURNED 04/07/2005

DATE DEED FILED

PROPERTY ADDRESS 468 BLACKBURN ROAD MADERA, PA 16661

SERVICES

04/06/2005 @ 2:43 PM SERVED KEITH R. CHANDLER

SERVED KEITH R. CHANDLER, DEFENDANT, AT HIS RESIDENCE 468 BLACKBURN ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RHONDA CHANDLER WIFE/DEFENDANT

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

04/06/2005 @ 2:43 PM SERVED RHONDA A. CHANDLER

SERVED RHONDA A. CHANDLER, DEFENDANT, AT HER RESIDENCE 468 BLACKBURN ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RHONDA A. CHANDLER

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

@ SERVED

NOW, APRIL 7, 2005 RETURN WRIT AS BEING SERVED. THE PROPERTY WAS EMPTY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20091
NO: 04-1937-CD

PLAINTIFF: GREENPOINT CREDIT LLC

vs.

DEFENDANT: KEITH R. CHANDLER AND RHONDA A. CHANDLER

Execution POSSESSION

SHERIFF RETURN

SHERIFF HAWKINS \$66.02

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


By Amhera Butler-Augheroff
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-1937 CD

v.

TYPE OF PLEADING:
Writ of Possession

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
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Pittsburgh, PA 15219-1604

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-1937 CD

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

WRIT OF POSSESSION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

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

1985 Liberty manufactured home (serial no. 08L56263) located at 468 Blackburn Road,
Madera, PA 16661.

Date: 1/26/05

Will H. Hargan
Prothonotary

Received January 26, 2005 @ 3:00 P.M.
Chester A. Hawkins
by Amitha Both-Chapman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

CIVIL DIVISION

Plaintiff,

No. 04-1937 CD

v.

TYPE OF PLEADING:
Praeclipe to Discontinuē

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED

APR 22 2005

m/4:00p
William A. Shaw
Prothonotary

*1 cent to ATF w/ cert of
D.S.C.*

copy to CJA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,
Plaintiff,

CIVIL DIVISION

No. 04-1937 CD

v.

Keith R. Chandler and Rhonda A. Chandler,
Defendants.

Praecipe to Discontinue

To the Prothonotary

Kindly discontinue the above matter, without prejudice.

VOELKER & ASSOCIATES, P.C.



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

FILED

APR 22 2005

William A. Shaw
Prothonotary

39.75
20. -
86. 62
145. 77
125. -
270. 77

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

CIVIL DIVISION

Greenpoint Credit LLC

Vs.

No. 2004-01937-CD

**Keith R. Chandler
Rhonda A. Chandler**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 22, 2005, marked:

Discontinue without prejudice

Record costs in the sum of \$270.77 have been paid in full by Atty. Callahan.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of April A.D. 2005.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,

Plaintiff,

v.

Keith R. Chandler and Rhonda A. Chandler,

Defendants.

CIVIL DIVISION

No. 04-1937 CD

TYPE OF PLEADING:
Praecipe to Mark Satisfied

FILED ON BEHALF OF PLAINTIFF:
Greenpoint Credit LLC

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

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Firm #332

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

(412) 765-0543

FILED

APR 22 2005
m/3:45/ (R)
William A. Shaw
Prothonotary
1 can to Attys

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Greenpoint Credit LLC,
Plaintiff,

CIVIL DIVISION

No. 04-1937 CD

v.

Keith R. Chandler and Rhonda A. Chandler,
Defendants.

Praecipe to Mark Satisfied

To the Prothonotary

Kindly mark the judgment in the above matter satisfied, without prejudice.

VOELKER & ASSOCIATES, P.C.



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