

05-94-CD

Green Tree et al vs. R. Shaffer et al

al. vs. RAYMOND A. SHAFFER, et al.

Green Tree Con. V. Raymond Shaffer et al
2005-094-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company, f/k/a GreenPoint Credit, LLC,

CIVIL DIVISION

v.

Raymond A. Shaffer, Janis Shaffer, and
Kristi Manahan,

Defendants.

No. 05-94-CD

Complaint in Civil Action
In Mortgage Foreclosure

CERTIFICATE OF LOCATION

I hereby certify that the location of the
real estate affected by this lien is:

Township of Sandy, County of Clearfield

RR1 Box 340A
DuBois, Pennsylvania 15801

Parcel Number 128-A4-19

Filed on Behalf of the Plaintiff:
Green Tree Consumer Discount
Company, f/k/a GreenPoint Credit, LLC

By:


Erin P. Dyer
Attorney for Plaintiff

Counsel of Record for This Party:
Erin P. Dyer, Esquire
PA ID Number: 52748
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

FILED
M 2000 BA 3CC to shff
2005 1cc to atty
JAN 21 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company, f/k/a GreenPoint Credit,)	
LLC,)	
)	
Plaintiff,	)	No.
)	
v.	)	Complaint in Civil Action
	)	In Mortgage Foreclosure
Raymond A. Shaffer, Janis Shaffer,)	
and Kristi Manahan,)	
)	
Defendants.)	

NOTICE

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

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

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

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company, f/k/a GreenPoint Credit,)	
LLC,)	
)	
Plaintiff,	)	No.
)	
v.)	
)	
Raymond A. Shaffer, Janis Shaffer,	)	THIS FIRM IS A DEBT COLLECTOR
and Kristi Manahan,	)	ATTEMPTING TO COLLECT A DEBT AND
	)	ANY INFORMATION OBTAINED WILL BE
	)	USED FOR THAT PURPOSE. IF YOU HAVE
	)	PREVIOUSLY RECEIVED A DISCHARGE IN
	)	BANKRUPTCY AND THIS DEBT WAS NOT
	)	REAFFIRMED, THIS NOTICE IS NOT AND
	)	SHOULD NOT BE CONSTRUED TO BE AN
Defendants.	)	ATTEMPT TO COLLECT A DEBT, BUT
	)	ONLY ENFORCEMENT OF A LIEN
	)	AGAINST PROPERTY.
)	
)	

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, Green Tree Consumer Discount Company, f/k/a GreenPoint Credit, LLC, by and through its Attorney, Erin P. Dyer, and files this Complaint in Mortgage Foreclosure and in support thereof avers as follows:

1. Plaintiff, Green Tree Consumer Discount Company, f/k/a GreenPoint Credit, LLC, ("Green Tree"), is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has a principal place of business located at 400 Southpointe Boulevard, Southpointe Plaza I, Suite 230, Canonsburg, Pennsylvania 15317.
2. Raymond A. Shaffer and Janis Shaffer, ("Borrowers"), are adult individuals whose last known address is RR 1, Box 340A, Dubois, Pennsylvania 15801.
3. Kristi Manahan, ("Co-Borrower"), is an adult individual whose last known address is RR 1, Box 340A, Dubois, Pennsylvania 15801.

4. Borrowers and Co-Borrower shall be referred to jointly as Defendants where applicable.

5. On or about December 28, 2001, in consideration of a loan in the amount of \$72,392.81, the said Borrowers executed and delivered a Note, Disclosure, and Security Agreement, Waiver of Trial by Jury and Agreement to Arbitration or Referenced or Trial by Judge Along (the "Note") payable to GreenPoint Credit, LLC, (the "Mortgagee.") A copy of the Note is attached hereto and marked Exhibit "A."

6. On December 28, 2001, contemporaneously with the execution of the Note and in order to secure payment of the same, Borrowers and Co-Borrower executed and delivered to Mortgagee, a certain real estate mortgage (the "Mortgage") which is recorded in the Recorder of Deeds Office of this County at Instrument Number 200200233, conveying to Mortgagee a first lien on the subject premises. A copy of the Mortgage is attached hereto and marked as Exhibit "B."

7. Defendants are the present owners of the property subject to the Mortgage.

8. Neither the Note nor the Mortgage have been assigned.

9. The land subject to the Mortgage is located in the Township of Sandy, County of Clearfield, and Commonwealth of Pennsylvania at RR1 Box 340A, DuBois 15801, being identified as Parcel Number 128-A4-19, and more particularly described in a Deed which is recorded in the said Recorder of Deeds Office at Instrument Number 200119048.

10. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on September 19, 2004 and have continued in default since that date, despite demand being made for cure of the outstanding arrearages.

11. On November 1, 2004, Green Tree Consumer Discount Company acquired the GreenPoint manufactured housing portfolio.

12. As of January 11, 2005, the Mortgage is in arrears in the amount of \$2,440.64.

13. The notice required by the Loan Interest and Protection Law, Act 6, 41 P.S. Section 403 *et seq.*, and the Homeowners' Emergency Mortgage Assistance Act, Act 91, 35 P.S. Section 1680.401c, *et seq.* was mailed to Defendants on December 20, 2004. A copy of the Notice is attached hereto and marked as Exhibit "C."

14. Defendants failed to meet with the mortgagee or an approved consumer credit counseling agency within the period specified.

15. Green Tree elects under the acceleration terms of the Mortgage instrument to declare the entire balance (interest, principal, costs, and attorneys' fees provided for under the terms of the Note) due and payable immediately.

16. The following amounts are due on the Mortgage:

Principal balance as of January 11, 2005	\$73,151.61
Accrued Interest	1,786.38
Insurance	0.00
Late Charges	<u>36.96</u>
 Total as of January 11, 2005	 <u>\$74,974.95</u>

Together with interest at the rate of 9.122% after January 11, 2005, and other charges, costs, and attorneys' fees to date of Sheriff's Sale.

17. No judgment has been entered upon said Mortgage in any jurisdiction.

18. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

WHEREFORE, Plaintiff prays that this Honorable Court enter judgment in mortgage foreclosure against Defendants for the aforementioned total amount due of \$74,974.95 with interest at the rate of 9.122%, together with other charges, attorneys' fees and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

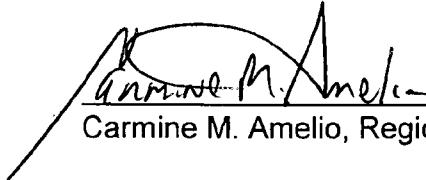


Erin P. Dyer, Esquire
PA ID Number: 52748
Attorney for Plaintiff
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

VERIFICATION

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

GREEN TREE CONSUMER DISCOUNT COMPANY

 _____
Carmine M. Amelio, Regional Manager

PENNSYLVANIA

NOTE, DISCLOSURE AND SECURITY AGREEMENT, WAIVER
OF TRIAL BY JURY AND AGREEMENT TO ARBITRATION OR
REFERENCE OR TRIAL BY JUDGE ALONE (Agreement)BORROWER(S): NAME: RAYMOND A. SHAFFERNAME: JANIS SHAFFER

NAME: _____

NAME: _____

BORROWER'S ADDRESS: RR 1 BOX 340CITY: DU BOIS STATE: PA ZIP CODE: 15801 PHONE: () 371-2773

PROPOSED LOCATION OF MANUFACTURED HOME: ("Real Property"):

RR#1 BOX 340A DUBOIS, PA 15801

"I," "me," "myself" or "us" means all persons who sign this Agreement as borrower or co-borrower, jointly and severally, and "you" or "your" means the Lender indicated below. On the date of this Agreement, I borrow from you an amount not to exceed the Unpaid Balance shown below, to be disbursed in accordance with this Agreement to pay for the costs of the Real Property the manufactured home described below, together with furnishings, equipment, appliances and accessories affixed to the manufactured home (called "Manufactured Home") and other site preparation improvements (collectively the "Improvements") to be made to the Real Property. This loan is secured by a first lien Deed of Trust or Mortgage and by the Security Agreement contained herein. All advances, maximum of four, under this Agreement shall be deemed advances under this loan and shall also be secured by the Manufactured Home, Real Property and Improvements. Once the total Unpaid Balance has been advanced, I am not entitled to further loan advances.

LENDER: GREENPOINT CREDIT, LLCLENDER'S ADDRESS: 400 SOUTHPOINTE BL 2ND FLR CANONSBURG, PA 15317

PROMISE TO PAY: I promise to pay you at such address as you may direct the principal sum of:

SEVENTY TWO THOUSAND THREE HUNDRED NINETY TWO AND 81/100

DOLLAR

(US \$ 72,392.81), the "Unpaid Balance" with interest until the debt is paid in full. I will pay interest on the Unpaid Balance at the initial rate of 7.500 % per year. The interest rate I pay per year will change in accordance with the provisions of this Agreement. I will pay this amount in monthly installments as shown herein in the Payment Schedule or as required by the terms and conditions herein or as recomputed due to the changes in the interest rate until the Unpaid Balance is fully paid. If on 05/01/2022, I still owe any amount under this Agreement, I will pay such amount in full on that date, which is called the "Maturity Date." During the permanent phase, as defined below, each monthly payment will be applied as of the schedule due date. If no interest rate is disclosed above, the initial interest rate is the Annual Percentage Rate shown herein.

INTEREST RATE: My initial interest rate may not be based on the index used to make later adjustments. My interest rate may change 12 months after signing this Agreement and every 12 months thereafter based on movements in the average interbank offered rates for one year U.S. dollar denominated deposits in the London market based upon the quotation of major banks as published in the "Money Rates" section of The Wall Street Journal on the first publication day of each month, also known as the London Interbank Offered Rates (LIBOR), which is the index rate. This is called my "interest rate change date." My interest rate cannot increase or decrease by more than 2.00 % at any interest rate change date or by more than 5.000 % over the term of the Agreement. The interest rate will equal the index rate in effect 45 days before the interest rate change date plus a margin of 6.500 % (rounded to the nearest 1/8 of one percentage point) unless the interest rate cap limits the amount of change in the interest rate. If this index is no longer available, you may choose a new index that is based upon comparable information.

PAYMENTS: (a) Construction Phase: During the construction phase of the loan, which shall not exceed 120 days and which begins on the date of this loan and ends when the permanent phase of this loan begins, I will NOT BE REQUIRED TO MAKE ANY PAYMENTS OF INTEREST

on that portion of the Unpaid Balance that has been disbursed. During the construction phase, if interest is due, then interest shall be calculated on the basis of 365/366 day year and actual days elapsed; (b) Permanent Phase: The permanent phase shall begin upon the completion of the construction phase. The construction phase shall be considered completed IMMEDIATELY after the Unpaid Balance has been disbursed, but in no event more than 120 days from the date of this loan. I agree to make principal and interest payments beginning one month after the beginning of the permanent phase. THIS DATE MAY BE OTHER THAN THE DATE SHOWN IN THE PAYMENT SCHEDULE HEREIN.

FOR	LOAN PLAN: <u>A03 12/26/2001</u>
OFFICE	OFFICE NUMBER: <u>79061</u>
USER	LOAN SOURCE NO.: <u>750116</u>
ONLY	ACCT. NO.: <u>8267658</u>
	FUNDING CODE: <u>XMCBC A</u>

S. SEC. #(S): 190-40-0608
184-46-5708

COUNTY: CLEARFIELD

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate:	FINANCE CHARGE The dollar amount the credit will cost me:	Amount Financed The amount of credit provided to me or on my behalf:	Total of Payments The amount I will have paid after I have made all payments as scheduled:
<u>9.122 %</u>	<u>\$ 84,651.13</u>	<u>\$ 69,431.75</u>	<u>\$ 154,082.88</u>

PAYMENT SCHEDULE:

Construction Phase: No Payments will be due during the construction phase.

Permanent Phase:	Number of Payments	Amount of Payments	When Payments Are Due (Estimated)
My payment schedule will be:	<u>8</u>	<u>\$ 583.20</u>	<u>Monthly, beginning JUNE 01, 2002</u>
	<u>232</u>	<u>\$ 644.04</u>	<u>Monthly, beginning FEBRUARY 01, 2003</u>
		<u>\$</u>	<u>Monthly, beginning</u>

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

Security: I give you a security interest in:

the Manufactured Home.

Real Property located at: RR#1 BOX 340A DUBOIS, PA 15801

Late Charge: If a payment is more than 15 days late, I will be charged 1 1/2% of the unpaid amount of such payment, not to exceed \$5.00.

Variable Rate: My Agreement contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

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

Security Interest Charges: Security Interest Fees \$ 147.50

See the terms of this Agreement for additional information about nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties. All numerical disclosures except the late payment disclosures are estimates.

The above disclosures are based on terms in effect on the date this Agreement is signed. If the interest rate changes, actual Amount of Payments, Annual Percentage Rate, Finance Charge and Total of Payments will be more or less than disclosed above.

INSURANCE

PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this Agreement. 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 for the term and premium shown, and I want it financed on this Agreement.

Type of Insurance	Term	Premium
<u>Physical Damage Coverage</u>	<u>12 Months</u>	<u>\$</u>
<u>Broad Form</u>	<u>Months</u>	<u>\$</u>
	<u>Months</u>	<u>\$</u>

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

CREDIT LIFE INSURANCE: CREDIT LIFE INSURANCE IS NOT REQUIRED FOR THIS AGREEMENT OR A FACTOR IN ITS APPROVAL. IT WILL NOT BE PROVIDED UNLESS I SIGN BELOW AND AGREE TO PAY THE ADDITIONAL COST. 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: Single Joint Term: Months Premium: \$ _____

Date _____ Date _____

(signature)

(signature)

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

Description of Manufactured Home:	TRADE NAME: <u>FLEETWOOD</u>	MODEL: <u>4523R</u>			
	YEAR: <u>2002</u>	NEW: <u>X</u> USED: <u> </u>			
	LENGTH: <u>52</u> ft. WIDTH: <u>28</u> ft.				
	SERIAL NUMBERS: _____				
ADDITIONAL ACCESSORIES AND FURNISHINGS					
ITEM #	SERIAL NUMBER	ITEM #	SERIAL NUMBER	ITEM #	SERIAL NUMBER
REFRIGERATOR	_____	_____	_____	_____	_____
RANGE	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

ADDITIONAL TERMS AND CONDITIONS**VARIABLE RATE:**

- a. **Monthly Payment Changes.** My monthly payment amount will change each time my interest rate is adjusted. I will pay the amount of the new monthly payment beginning with the first monthly payment at the interest rate change date. The monthly payment amount would fully amortize the remaining unpaid balance I am expected to owe on the interest rate change date at the adjusted interest rate in equal monthly payments over the remaining Term of this Agreement.
- b. **Notice of Interest Rate and Monthly Payment Changes.** You will send me notice of an adjustment in the interest rate and monthly payment at least 25 days before my new payment is due. This notice will contain information about the index rate, interest rate, payment amount and remaining unpaid balance.
- c. **Conversion to Fixed Rate.** I may choose to convert this Agreement to a fixed rate agreement at any time beginning on the first day of the permanent phase and ending 20 years from the date of this Agreement. In order to convert to fixed rate, I must not be in default under the terms of this Agreement, I must notify you in writing of my desire to convert to fixed rate, I must execute a revision agreement and I must pay a nonrefundable conversion fee. The new fixed interest rate will be your standard fixed interest rate for a comparable agreement on the date that you receive my written notification. The new fixed rate will take effect on the "Conversion Date," which shall be my next payment due date that is at least 30 days after your timely receipt of a revision agreement signed by all Borrowers together with a nonrefundable conversion fee of \$ 200.00. The new fixed rate and the Conversion Date are subject to change if my revision agreement and fees are received after the date specified in the revision agreement. My new payment amount will be effective with the first payment following the Conversion Date.

CONSTRUCTION LOAN CONDITIONS: Disbursement of loan proceeds under this Agreement is contingent upon the completion of all required work to your satisfaction. Prior to any disbursement, I agree to obtain final bids from competent contractor(s) to perform the improvements or shall cause the improvements to be completed. I warrant that these improvements shall be completed in a workmanlike manner. In addition, I agree that all fees, including but not limited to inspection and appraisal fees, may be paid by you directly from loan proceeds, and if I fail to complete all or any part of the repairs or improvements on or before the end of the construction phase as defined above, or if a dispute develops between any of the parties hereto regarding the satisfactory completion of the improvements, you shall have the right (but not the obligation) to enter into a contract with any third party for the completion of such part of the work that has not been adequately performed. If you complete any of the repairs and improvements, I hereby authorize and empower you and your agents, employees, contractors and laborers to enter the subject property for the purpose of completing such improvements. If, for any reason, the Unpaid Balance is insufficient to complete the improvements and perform necessary inspections or appraisals, you may demand that I deposit additional monies necessary to effect completion, and I agree to do so. I agree that you or your agent may perform on-site inspections at any time and you may exercise your sole discretion in determining whether or not the improvements are satisfactorily completed. I acknowledge that you are under no obligation to supervise the completion of the work, and that any inspection of work by you is solely for the purpose of protecting your security. Such "approved" inspections are not a representation that construction will be free from faulty material or workmanship. I understand and agree that I should either supervise construction personally or obtain the services of a qualified contractor to protect my interest in insuring that the project meets my needs and standards and the requirements of any applicable state building codes. I understand that if for any reason the improvements are not completed and the loan is not fully disbursed by the end of the construction phase, you are under no obligation to extend the construction phase and in addition to any other remedies that you may have, you may apply any amounts not fully disbursed to pay down the principal balance and to convert the loan to the permanent phase at that time. Any extensions of the construction phase that you may grant shall not imply any obligation or willingness on your part to grant any further extensions.

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 and affixed to the Manufactured Home including but not limited to the items listed as "Additional Accessories and Furnishings" on page 3 of this Agreement, (3) any refunds of unearned insurance premiums financed in this Agreement, (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 Agreement, including any additional debt arising because of my failure to perform my obligations under this Agreement and includes any contractual extensions, renewals or modifications. If this Agreement is secured by a Mortgage or Deed of Trust on my real estate, then this security agreement is not exclusive. Your rights and remedies under this Agreement and any Mortgage or Deed of Trust executed herewith are cumulative, but my right to a Notice of Default and Right to Cure Default under this Agreement shall not be affected by any inconsistent provision of any Mortgage or Deed of Trust. My execution of this Agreement constitutes a waiver of my personal property and homestead exemption rights to the Manufactured Home and Real 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 LOAN 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 Agreement 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 and Improvements or the remaining unpaid balance I owe from time to time under this Agreement (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 canceled prior to payment in full of this Agreement, I must obtain no less than the Minimum Coverage at my expense for the remaining term of this Agreement. 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 the fact and that the cost, plus interest at the rate provided for in this Agreement, 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 and Improvements, 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 and Improvements, 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 for 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 Agreement, whether or not then due, and give me an 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 if you have not received the full amount of any monthly payment as set forth on page 2 of this Agreement. Only one late charge will be made on any delinquent installment regardless of the period for which that installment remains in default. After this Agreement matures, whether by acceleration or otherwise, I will not be charged a late charge.

EVENTS OF DEFAULT: I will be in default under this Agreement if: (a) I fail to make any payment when due; (b) I break an other promise I made to you in this Agreement, in the Deed of Trust or Mortgage which secures this Agreement and the Construction Loan Agreement; (c) 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 and Improvement is located; (d) I violate restrictive covenants, rules or regulations relating to the Real Property and/or facility where the Manufactured Home is located; (e) I fail to keep the Manufactured Home in good repair and condition, as you may reasonably determine; (f) I remove the Manufacture Home from the address shown on this Agreement unless I notify you in advance and receive your written consent; (g) I sell or attempt to sell the Manufactured Home or Real Property or to transfer any beneficial interest therein 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 all taxes and other liens and encumbrances on the Manufactured Home or on the Real Property on which it is located; and/or (j) fail to do anything else which I have promised to do under this Agreement.

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 Agreement. 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 which could jeopardize your security interest.

REMEDIES UPON DEFAULT: If I do not cure the default, you may do any or all 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 Agreement plus accrued interest, (b) cancel any credit life insurance and apply any refund to this Agreement, (c) you can repossess the Manufactured Home pursuant to the security interest I give you under this Agreement, or (d) you can foreclose on the Real Property under the Mortgage or Deed of Trust. 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 are in possession of the Manufactured Home or the Real Property, 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 you and me or our assignees arising out of or relating to this Agreement or any agreements or instruments relating to or delivered in connection with this Agreement, 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 relating 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 Agreement touches and concerns interstate commerce, an arbitration under this Agreement shall be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in this Agreement. 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 Agreement or any instrument or agreement required under this Agreement, or in connection with any dispute relating to this Agreement, 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 reasonable fees imposed on you by an attorney who is not your salaried employee, together with court costs and necessary disbursements to the full extent permitted by law.

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 including any cushion or reserve that is permitted by the Real Estate Settlement Procedures Act of 1974, and implementing regulations as may be amended from time to time; (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 rate provided for in this Agreement 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 rate provided for in this Agreement, the amount of funds you actually advance on my behalf to correct my default; (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 Agreement; and (f) if another person attempts to make payments on my behalf, you are not obligated to accept them. If you do accept them, you are not releasing me or waiving any of your rights against me, and I authorize you to discuss with another person who is making payments on my account any information about this loan, including its status and your collection procedures and remedies.

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

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 the Real Property, and any insurance policies on the Manufactured Home and the Real Property, to any insurance agent to enable such agent to quote premiums to me and solicit my insurance business. If I want to dispute any information you report to a consumer information reporting agency on this account, I must send the specific information regarding my dispute, in writing, along with any related documents, to you at the following address: P.O. Box 969085, San Diego, California 92126-9085.

WAIVER, MODIFICATION, INTEGRATION: Waiver of any default shall not constitute a waiver of any other default. No term of this Agreement shall be changed unless in writing and signed by one of your officers. This Agreement and any Mortgage or Deed of Trust, Construction Loan Agreement and other documents executed by me in connection with this Agreement, 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 Agreement.

VALIDITY: Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement 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 Agreement. This Agreement shall be of no effect until and unless signed by me and accepted by you. In no event shall any charge under this Agreement 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 Agreement shall be construed in accordance with and governed by the laws of the Commonwealth 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.

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

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

I AGREE TO THE TERMS ON ALL PAGES OF THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS AGREEMENT.

BORROWER(S) SIGNATURE(S):


RAYMOND A. SHAFFER


Janis Shaffer

DATE OF THIS
AGREEMENT: DECEMBER 28, 2001

12/27/2001 14:09 PAA

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200200233
RECORDED ON
Jan 04, 2002
3:17:13 PM
Total Pages: 19

WHEN RECORDED, MAIL TO:
GREENPOINT CREDIT, LLC
400 SOUTHPOINTE BL 2ND FLR
CANONSBURG, PA 15317

Parcel Number:

8267658

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 28, 2001
The Mortgagor is
RAYMOND A. SHAFFER
JANIS SHAFFER
Kristi *Maia Han*
whose address is RR 1 BOX 340, DU BOIS, PA 15801

This Security Instrument is given to
GREENPOINT CREDIT, LLC
("Borrower").

which is organized and existing under the laws of Delaware
and whose address is 400 SOUTHPOINTE BL 2ND FLR
CANONSBURG, PA 15317
("Lender").

Borrower owes Lender the principal sum of

** SEVENTY TWO THOUSAND THREE HUNDRED NINETY TWO AND
81/100

Dollars
(U.S.\$ 72,392.81). This debt is evidenced by Borrower's Note, Disclosure and
Security Agreement dated the same date as this Security Instrument ("Agreement"),
which provides for monthly payments, with the full debt, if not paid earlier, to be due
and payable on MAY 01, 2022.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by
the Agreement, with interest, and all renewals, extensions and modifications of the
Agreement; (b) the payment of all other sums, with interest, advanced under paragraph
6 to protect the security of this Security Instrument; and (c) the performance of

HSPA0346-0101

Original Copy

Initials: *Ray*

PAGE 1 OF 8

J.S.
K.J.H.
EXHIBIT "B"

Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby give, mortgage, grant, bargain, sell, release, transfer, enfeoff, alienate, convey and confirm to Lender, the following described property located in the County of CLEARFIELD
 SANDY Township, Commonwealth of Pennsylvania:

>>> SEE ATTACHED LEGAL DESCRIPTION <<<

INCLUDING the following Manufactured Home: FLEETWOOD (make)
 4523R (model) 28x 52 (size) 2002 (year)
 (serial number(s))
 (serial number(s))

which has the address of RR#1 BOX 340A, DUBOIS

Pennsylvania 15801 ("Property Address");
 (Zip Code)

TOGETHER WITH all and singular the present and future buildings and improvements now or hereafter erected on the property, and all rights, privileges, hereditaments, easements, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures, equipment and other articles of real, personal or mixed property now or hereafter attached to, situated on or installed in or upon the above described property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

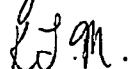
- Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement, and any prepayment and late charges and any other charges due under the Agreement.
- Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to interest due; second, to principal due; third, to late charges; and last to any other charges due under the Agreement.
- Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless

Initials: 

HSPA0346-0101

Original Copy

PAGE 2 OF 8



Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

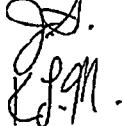
4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage as described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the collateral in accordance with paragraph 6. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened.
If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.
5. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, other than in accordance with the Agreement, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
6. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security

Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property.
8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.
9. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and

convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.
12. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 20.
13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.
16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
17. **Prior Notice and Opportunity to Correct Broken Promise.** Lender will give Borrower prior notice and an opportunity to make up a missed payment or correct a broken promise as required by Section 501 of the Depository Institutions Deregulation and Monetary Act of 1980 (or the regulation which implements it). The statute (and regulation) do not require Lender to give Borrower prior notice before repossession or requiring payment of the entire balance if either (a) Borrower has abandoned the manufactured home, (b) other extreme circumstances apply such



as where Borrower has threatened to do damage to the manufactured home, or (c) this would be Borrower's third notice in any one year.

18. Sale of Agreement; Change of Loan Servicer. The Agreement or a partial interest in the Agreement (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

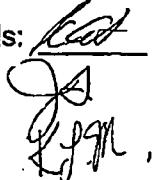
19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or Agreement (but not prior to acceleration under paragraph 16 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things, (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in



the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorney's fees and costs of title evidence to the extent permitted by applicable law.

21. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
22. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.
23. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 17 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.
24. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage within the meaning of 42 Pa.C.S.A. Section 8141.
25. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgement is entered on the Agreement or in an action of mortgage foreclosure shall be the rate payable from time to time under the Agreement.
26. **Notice to Prior Mortgages.** Borrower hereby authorizes Lender, at Lender's sole discretion, to give notice under 42 Pa.C.S.A. Section 8143(b), in form and substance satisfactory to Lender, of the lien and security interest created by this Security Instrument to a holder of a previously recorded mortgage which is a lien against the Property in order to subordinate further advances by such holder to the lien and security interest created by this Security Instrument.
27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

Adjustable Rate Rider
 Other(s) [specify]

Construction Loan Rider
 Security Agreement

28. **Security Agreement.** This Security Instrument is intended to be a security agreement, pursuant to the Uniform Commercial Code for any building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property and any of the items specified in the Security Instrument as part of the Property, which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a first and prior security interest in said items. Borrower agrees that Lender 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 as part of the Property. Any reproduction of this Security Instrument or of any other security agreement or financing statement shall be sufficient as well as extensions, renewals and amendments thereof, and reproductions of this Security Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Security Instrument, including the covenants to pay when due all sums secured by this party under the Uniform Commercial Code, Lender may also invoke, at Lender's option, the remedies provided in Paragraph 20 of this Security Instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in Paragraph 20 of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Linda Beeyub
Linda Beeyub

The undersigned certifies that the precise residence of the within-named Lender is:

By: _____
AGENT FOR LENDER

Certificate of Residence

I, Linda Beeyub
address of the within-named Mortgagee is

, do hereby certify that the correct

Witness my hand this _____ day of

AGENT OF MORTGAGEE

COMMONWEALTH OF PENNSYLVANIA,

County ss:

On this, the 28th day of December, 2001, before me, the undersigned officer, personally appeared Raymond A. Shaffer, Janis Shaffer, & Kristi Mahan known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

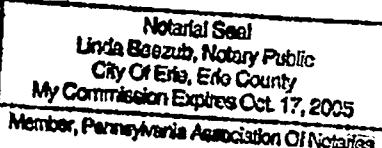
My Commission Expires:

Linda Beeyub
Settlement Agent
TITLE OF OFFICER

HSPA0346-0101

Original Copy

PAGE 9 OF 8



1100 Circle 75 Pkwy
Suite 1100
Atlanta, GA 30339
Tel. (770) 226-9649



ACT 6 NOTICE

December 20, 2004

TO: Raymond Shaffer

RE: ACCOUNT # 61304580

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The mortgage HELD by GreenTree Servicing (hereinafter we, us or ours), on your property located at RR 1 Box 340A has not made the monthly payments of 610.16. Late charges have also accrued to this date in the amount of 31.96. The total now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is 2474.60. You may cure this default within thirty (30) days of this letter by paying to us the above amount of 2472.60, plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check, or money order and made to GreenTree Servicing 1100 Circle 75 Pkwy Suite 1100, Atlanta, GA 30339.

If you do not cure the default within THIRTY (30) days, we intend to exercise our right to accelerate the mortgage payments ever is owing n the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property will be sold by the Sheriff to pay off the mortgaged debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they exceed \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

That sum includes the following:

\$610.16 DUE	#09/19/04
\$610.16 DUE	#10/19/04
\$610.16 DUE	#11/19/04
\$610.16 DUE	#12/19/04
\$ DUE	#
LATE CHARGES \$31.96	

\$2472.60 TOTAL AMOUNT DUE

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the HOMEOWNER'S EMERGENCY ASSISTANCE FUND. In order to do this, you must fill out, sign, and file a completed HOMEOWNER'S EMERGENCY ASSISTANCE APPLICATION with one of the designated credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a credit counseling agency. Your application must be filed or postmarked within thirty (30) days of your face-to-face meeting.

IT IS EXTREMELY IMPORTANT THAT YOU FILE YOUR APPLICATION PROMPTLY. IF YOU DO NOT DO SO, OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY.

Available funds for emergency mortgage assistance are very limited. They are disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, PO Box 8029, Harrisburg, PA 17105. Telephone number (717) 780-3800 OR 1-800-342-2397 (TOLL FREE NUMBER). Persons with impaired hearing can call (717) 780-1869.

In addition you may receive another notice from this lender under ACT 6 OF 1974. That notice is called a "NOTICE OF INTENTION TO FORECLOSURE." You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving assistance.

Very yours truly,

Stacey Hardy
Foreclosure Collection Specialist
GreenTree Servicing 1-877-472-7338 EXT4262

91 NOTICE

IMPORTANT: NOTICE OF HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM

**PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR
FINANCIAL ASSISTANCE WHICH CAN SAVE
YOUR HOME FROM FORECLOSURE AND HELP
YOU MAKE FUTURE MORTGAGE PAYMENTS.**

**RE: ACCOUNT NUMBER: 61304580
TO: Raymond Shaffer**

FROM: GREEN TREE SERVICING, LLC

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE THAT WILL PREVENT FORECLOSURE ON YOUR MORTGAGE IF YOU COMPLY WITH THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"). YOU MAY BE ELIGIBLE FOR EMERGENCY TEMPORARY ASSISTANCE IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL. YOU HAVE A REASONABLE PROSPECT OF RESUMING YOUR MORTGAGE PAYMENTS, AND IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY. PLEASE READ ALL OF THIS NOTICE. IT CONTAINS AN EXPLANATION OF YOUR RIGHTS.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange and attend a "face-to-face" meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur within the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address, and telephone number of our representative is: Deborah Johnson, Foreclosure Manager, Green Tree Servicing, LLC 1100 Circle 75 Pkwy, Atlanta, GA 30339. Telephone # 1-800-472-7338 Ext. 4353.

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions. Your mortgage is in default because you have failed to pay promptly installments of principle and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency

If you have not cured the default within the thirty day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late charges then due, as well as reasonable attorney's fees connected with the foreclosure sale (and perform any other requirements under the mortgage.) It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately 31 days. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out any time exactly what the required amount will be by calling us at the following number: 1-800-472-7338. This payment must be in cash, cashier's check, certified check or money order and made payable to us at Green Tree Servicing, LLC, 1100 Circle 75 Pkwy, Suite 1100, Atlanta, GA 30339.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED ALL THE OUTSTANDING PAYMENTS, CHARGES, AND ATTORNEY FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. (CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MAY EXIST.) YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

If you have any questions, please call the undersigned immediately.

Sincerely,

Stacey Hardy
Foreclosure Collection Specialist
Green Tree Servicing, LLC
1-888-472-7338 EXT 4262

1100 Circle 75 Pkwy
Suite 1100
Atlanta, GA 30339
Tel. (770) 226-9649



ACT 6 NOTICE

December 20, 2004

TO: Janis Shaffer

RE: ACCOUNT # 61304580

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The mortgage HELD by GreenTree Servicing (hereinafter we, us or ours), on your property located at RR 1 Box 340A has not made the monthly payments of 610.16. Late charges have also accrued to this date in the amount of 31.96. The total now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is 2474.60. You may cure this default within thirty (30) days of this letter by paying to us the above amount of 2472.60, plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check, or money order and made to GreenTree Servicing 1100 Circle 75 Pkwy Suite 1100, Atlanta, GA 30339.

If you do not cure the default within THIRTY (30) days, we intend to exercise our right to accelerate the mortgage payments ever is owing n the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property will be sold by the Sheriff to pay off the mortgaged debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they exceed \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

That sum includes the following:

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LATE CHARGES \$31.96	

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IT IS EXTREMELY IMPORTANT THAT YOU FILE YOUR APPLICATION PROMPTLY. IF YOU DO NOT DO SO, OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY.

Available funds for emergency mortgage assistance are very limited. They are disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by that Agency of its decision on your application.

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Very yours truly,

Stacey Hardy
Foreclosure Collection Specialist
GreenTree Servicing 1-877-472-7338 EXT4262

91 NOTICE

IMPORTANT: NOTICE OF HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM

**PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR
FINANCIAL ASSISTANCE WHICH CAN SAVE
YOUR HOME FROM FORECLOSURE AND HELP
YOU MAKE FUTURE MORTGAGE PAYMENTS.**

RE: ACCOUNT NUMBER: 61304580

TO: Janis Shaffer

FROM: GREEN TREE SERVICING, LLC

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE THAT WILL PREVENT FORECLOSURE ON YOUR MORTGAGE IF YOU COMPLY WITH THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT."). YOU MAY BE ELIGIBLE FOR EMERGENCY TEMPORARY ASSISTANCE IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL. YOU HAVE A REASONABLE PROSPECT OF RESMING YOUR MORTGAGE PAYMENTS, AND IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY. PLEASE READ ALL OF THIS NOTICE. IT CONTAINS AN EXPLANATION OF YOUR RIGHTS.

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You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

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If you have any questions, please call the undersigned immediately.

Sincerely,

Stacey Hardy
Foreclosure Collection Specialist
Green Tree Servicing, LLC
1-888-472-7338 EXT 4262

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

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

OFFICIAL USE

9370	8402	0002	0010	2003	8402	0002	0010	2003	8402	0002	0010	2003
Postage <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												
Certified Fee <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												
Return Receipt Fee (Endorsement Required) <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												
Restricted Delivery Fee (Endorsement Required) <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												
Total Postage & Fees <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												
Postmark Here												
Send To <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												
Street, Apt. No. or PO Box No. <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												
City, State, ZIP <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												

PS Form 3800, June 2002 See Reverse for Instructions

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

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

OFFICIAL USE

9363	8402	0002	0010	2003	8402	0002	0010	2003	8402	0002	0010	2003
Postage <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												
Certified Fee <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												
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Street, Apt. No. or PO Box No. <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												
City, State, ZIP <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>												

PS Form 3800, June 2002 See Reverse for Instructions

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount) CIVIL DIVISION
Company, f/k/a GreenPoint Credit,)
LLC,) No. 05 - 94 - CD
Plaintiff,)
v.)
Raymond A. Shaffer, Janis Shaffer,)
and Kristi Manahan,)
Defendants.)

FILED ^{no cc}
m/12/5/05 Cert. of
lk FEB 18 2005 Disc. to Att'l
copy to clA
William A. Shaw
Prothonotary/Clerk of Courts

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

To the Prothonotary:

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

Respectfully submitted,

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

PA ID # 52748

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Green Tree Consumer Discount Company

vs.

No. 2005-00094-CD

**Raymond A. Shaffer
Janis Shaffer
Kristi Manahan**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 18, 2005, marked:

Discontinued pursuant to Pa.R.C.P. Rule 229. Discontinued without prejudice and shall not be deemed to bar the bringing of an action to collect any deficiency (or deficiency judgment) owed to Plaintiff by Defendants

Record costs in the sum of \$85.00 have been paid in full by Erin P. Dyer, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of February A.D. 2005.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100165
NO: 05-94-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
VS.
DEFENDANT: RAYMOND A. SHAFFER, JANIS SHAFFER and KRISTI MANAHAN

SHERIFF RETURN

NOW, February 11, 2005 AT 2:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RAYMOND A. SHAFFER DEFENDANT AT 619 MAPLEDALE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RAYMOND A. SHAFFER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED (GX)
01/27/05
MAR 15 2005

CLERK OF COURT
PROBATE & DOMESTIC COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100185
NO. 02-04-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
v.
DEFENDANT: RAYMOND A. SHAFFER, JAMES SHAFER and KRISTI MANAHAN

SHERIFF RETURN

NOW, July 17, 2002 AT 5:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KRISTI MANAHAN DEFENDANT AT 818 MAPLEDALE ROAD, DUGOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RAYMOND A. SHAFFER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUNDRILL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100165
NO: 05-94-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: RAYMOND A. SHAFFER, JANIS SHAFFER and KRISTI MANAHAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	3687	30.00
SHERIFF HAWKINS	DYER	3687	70.00
SHERIFF HAWKINS	DYER	3909	6.17

Sworn to Before Me This

So Answers,

____ Day of _____ 2005



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100165
NO. 05-94-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: RAYMOND A. SHAFFER, JANIS SHAFFER and KRISTI MANAHAN

SHERIFF RETURN

NOW, February 11, 2005 AT 2:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JANIS SHAFFER DEFENDANT AT 619 MAPLEDALE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RAYMOND A. SHAFFER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100165
NO: 05-94-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: RAYMOND A. SHAFFER, JANIS SHAFFER and KRISTI MANAHAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	3687	30.00
SHERIFF HAWKINS	DYER	3687	70.00
SHERIFF HAWKINS	DYER	3909	6.17

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100165
NO: 05-94-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: RAYMOND A. SHAFFER, JANIS SHAFFER and KRISTI MANAHAN

SHERIFF RETURN

NOW, February 11, 2005 AT 2:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JANIS SHAFFER DEFENDANT AT 619 MAPLEDALE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RAYMOND A. SHAFFER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100165
NO: 05-94-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: RAYMOND A. SHAFFER, JANIS SHAFFER and KRISTI MANAHAN

SHERIFF RETURN

NOW, February 11, 2005 AT 2:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KRISTI MANAHAN DEFENDANT AT 619 MAPLEDALE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RAYMOND A. SHAFFER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100165
NO: 05-94-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: RAYMOND A. SHAFFER, JANIS SHAFFER and KRISTI MANAHAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	3687	30.00
SHERIFF HAWKINS	DYER	3687	70.00
SHERIFF HAWKINS	DYER	3909	6.17

Sworn to Before Me This

____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff