

05-340-CD

Green Tree vs. Dennis Mabie et al

vs

DENNIS L. MABIE AL

Green Tree Cons. Co., v. Dennis Mabie et  
2005-340-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount  
Company,

CIVIL DIVISION

Plaintiff,

No. 05-340-CD

v.

Complaint in Civil Action - Replevin

Dennis L. Mabie and Karen A.  
Mabie,

Filed on behalf of:  
Green Tree Consumer Discount  
Company

Defendants.

Counsel of Record for this Party:

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

FILED <sup>200</sup> Sheriff  
*m 135701*  
MAR 10 2005 Atypd. 85.00  
*BLD*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company,	)	
	)	No.
Plaintiff,	)	
	)	Complaint in Replevin
v.	)	
	)	
Dennis L. Mabie and Karen A.	)	
Mabie,	)	
	)	
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. Meholic, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company,	)	
	)	No.
Plaintiff,	)	
	)	THIS FIRM IS A DEBT COLLECTOR
v.	)	ATTEMPTING TO COLLECT A DEBT AND
	)	ANY INFORMATION OBTAINED WILL BE
Dennis L. Mabie and Karen A. Mabie,	)	USED FOR THAT PURPOSE. IF YOU HAVE
	)	PREVIOUSLY RECEIVED A DISCHARGE IN
Defendants.	)	BANKRUPTCY AND THIS DEBT WAS NOT
	)	REAFFIRMED, THIS NOTICE IS NOT AND
	)	SHOULD NOT BE CONSTRUED TO BE AN
	)	ATTEMPT TO COLLECT A DEBT, BUT
	)	ONLY ENFORCEMENT OF A LIEN AGAINST
	)	PROPERTY.

**COMPLAINT**

**COUNT I - REPLEVIN**

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

1. Green Tree Consumer Discount Company, hereinafter referred to as "Plaintiff" or "Green Tree," is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at Stonewood Commons III, 105 Bradford Road, Suite 200, Wexford, PA 15090.
2. Dennis L. Mabie and Karen A. Mabie, hereinafter referred to as "Defendants," are individuals whose last known address is 3627 Windburne Road, Morrisdale, PA 16858.
3. On or about November 8, 1996, Defendants purchased a 1997 Skyline Limited Edition Manufactured Home, Serial Number 2N110656J, (the "Mobile Home"), from Family Mobile Homes, Inc., (the "Seller"), and entered into a written Manufactured Home

Retail Installment Contract and Security Agreement, (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

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

5. Plaintiff avers that the approximate retail value of said Mobile Home is \$19,000.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

6. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of February 23, 2005, the Defendants' payments of interest and principal were in arrears in the amount of \$683.44. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of February 23, 2005, is \$17,356.10.

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

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

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

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

- a. the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;
- b. court costs and disbursements; and
- c. costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

11. In order to bring this action Green Tree Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, requests:

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

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

## COUNT II - DAMAGES

By way of separate and alternative pleading, Plaintiff, Green Tree Consumer Discount Company, alleges the following:

12. Paragraphs 1 through 11 of this Complaint are incorporated herein by reference as though fully set forth.

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

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, requests:

a) judgment against Defendants in the amount of \$17,356.10 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

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



Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Green Tree  
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

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

Date November 8, 1996

HABIE, KAREN A:

BUYER: HABIE, DENNIS L., BOX 578 T-9, OSCEOLA MILLS, PA 16666

SELLER: FAMILY MOBILE HOMES, INC., 1683 E PLEASANT VALLEY BLVD. ALTOONA, PA 16602

ASSIGNEE: GREEN TREE CONSUMER DISCOUNT CO., 105 BRADFORD RD, BLDG III, SUITE 200, WEXFORD, PA 15090

## FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a Yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of \$ 1076.00 )
12.75 %	\$ 34471.80	\$ 19485.00	\$ 53956.80	\$ 55032.80

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
240	224.82	Monthly beginning December 10, 1996

SECURITY: I am giving a security interest in:

 The goods or property being purchased. Real property located at \_\_\_\_\_

FILING FEES: \$ 20.00. LATE CHARGE: If a payment is more than 15 days late, I will be charged \$ 5.00 or 2.00 % of the payment, whichever is less.

PREPAYMENT: If I pay off early, I will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms.

See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

## ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including Taxes of)	\$ 19556.00
2. Gross Trade-In .....	\$ .00
Less Amount Owed on Trade-in \$ .00	
Net Trade-in .....	\$ .00
Description, Make _____ Year 0000 Size 00 x 00	
3. Cash Down Payment ....	\$ 1076.00
4. Total Down Payment.....	\$ 1076.00
5. Unpaid Balance of Cash Sale Price (1 - 4) ...	\$ 18480.00
6. Paid to Public Officials .....	\$ 20.00
7. Paid to Insurance Companies .....	\$ 985.00
8. Paid to Appraiser.....	\$ .00
9. a. Paid to .....	\$ .00
b. Paid to .....	\$ .00
c. Paid to .....	\$ .00
d. Paid to .....	\$ .00
e. Paid to .....	\$ .00
f. Paid to .....	\$ .00
g. Paid to .....	\$ .00
10. Principal Balance (5 + 6 + 7 + 8 + 9 a-g.) ...	\$ 19485.00
11. Prepaid Finance Charges .....	\$ .00
12. Amount Financed (10 - 11) .....	\$ 19485.00

## PHYSICAL DAMAGE INSURANCE

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

\$ 985.00 for insurance protection for a term of 05 years.

 Comprehensive (\$ 250.00 deductible) Flood Liability N/A Other N/A Vendor's Single InterestOPTIONAL CREDIT LIFE  
AND DISABILITY INSURANCE

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

The term of this insurance is 00 years.

 N/A Single Credit Life Insurance \$ .00 N/A Joint Credit Life Insurance \$ .00 N/A Single Credit Disability Insurance \$ .00

Total \$ .00

 Signature of Buyer(s) Insured

Date

## CONTRACT AND SECURITY AGREEMENT

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

NEW OR USED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
N	1997 SKYLINE	LIMITED EDITION	2M11-0656-J	14 x 64

Sellers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form GT-MHRCLAZPA 5/22/95 DLM (initial) KAM (page 1 of 31)  
TOTAL P.09

EXHIBIT "A"

Stove  Refrigerator  Washer  Dryer  Air Conditioner  Wheels/Axles

Other  
(Describe)  SKIRTING, DECK

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

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

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

5. PREPAYMENT: I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE OF THIS CONTRACT WITHOUT ANY PENALTY.

6. SIMPLE INTEREST CONTRACT: This is a simple interest contract. The interest rate is 12.75 % per annum until paid in full. Interest will accrue upon the unpaid principal balance outstanding from time to time. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

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

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

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

10. DEFAULT: I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) Acceleration: You can require me to immediately pay you the entire remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

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

- (a) all amounts which would have been due in the absence of default and acceleration,
- (b) reasonable attorney's fees plus court costs and actual out-of-pocket expenses as further defined in paragraph 12,
- (c) any late charges that are due,
- (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale,
- (e) perform any other obligations under default.

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

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

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

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

15. **ARBITRATION:** All disputes, claims and controversies arising from or relating to this Contract or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law and all other laws including, but not limited to, all contract, tort and property disputes will be subject to binding arbitration in accord with this Contract. The parties agree that the arbitrator shall have all powers provided by law, the Contract and the agreement of the parties. These powers shall include all legal and equitable remedies including, but not limited to, money damages, declaratory relief and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial (filing a lawsuit) or non-judicial relief to enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation secured by the Manufactured Home or to foreclose on the Manufactured Home. The institution and maintenance of a lawsuit to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Contract, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

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

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

**BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.**

*X Dennis L. Mabie*  
Signature of Buyer DENNIS L. MABIE

*X Karen A. Mabie*  
Signature of Buyer KAREN A. MABIE

**ASSIGNMENT BY SELLER**

Seller hereby sells, assigns and transfers its entire right, title and interest in the Contract and the property described therein (the "Property") to Assignee. To induce Assignee to purchase the Contract, Seller warrants that: (a) the Contract and Guaranty, if any, are genuine, legally valid and enforceable and arose from the sale of the Property; (b) the Contract is subject to no defense, counterclaim or setoff; (c) copies of the Contract and all other documents signed by the Buyer(s) were given to the Buyer prior to consummation; (d) Seller has complied with all applicable federal, state and local laws, regulations, rules and ordinances; (e) the Buyer is not a minor and has legal capacity to execute this Contract; (f) the Property is free and clear of all liens and encumbrances except that security interest granted herein and Seller has the right to assign its interest in the Contract; (g) the security interest granted to Seller constitutes a valid first lien on the Property and has been filed or recorded according to law indicating Assignee as first secured party; (h) the down payment shown on the face hereof has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (i) all statements of fact made in the Contract and all statements made by or on behalf of the Buyer in the credit applications and any other forms relating to the Contract are true to the best of Seller's knowledge and belief; (j) Buyer has physical damage insurance in the amount of the indebtedness; (k) there have been no material changes in the Buyers' income, indebtedness or employment and no other material changes between loan approval and funding. This is a condition to Assignee funding the Contract. If there is a breach of any of the foregoing warranties, as solely determined by Assignee, without regard to the Seller's knowledge with respect thereto or Assignee's reliance thereon, Seller agrees unconditionally to repurchase the Contract from Assignee, upon demand, for the full amount then unpaid plus costs and expenses incurred by Assignee (plus accrued and unpaid interest), whether the Contract shall then be, or not be, in default, and to indemnify, defend and hold Assignee harmless from any loss, damages or claims of any nature by reason of such breach of warranty, including attorneys' fees, court costs, disbursements and out-of-pocket expenses.

Seller further agrees that in the event Buyer asserts against Assignee any claim, defense or counterclaim against payment of any sum owing under the Contract or in defense of repossession on the assertion, either oral or written, that the Property is defective, not as represented to Buyer by Seller or that Seller refuses to honor any warranty or service agreement of Seller or the manufacturer, Seller will, upon Assignee's demand, repurchase the Contract from Assignee and pay Assignee the full amount remaining unpaid (plus accrued and unpaid interest) plus Assignee's costs and expenses including attorneys' fees, whether or not any such claim, defense or counterclaim shall be meritorious and without awaiting adjudication of Buyer's claim, defense or counterclaim; and Seller also agrees to indemnify, defend and hold Assignee harmless from any such claims, including attorneys' fees, court costs, disbursements and out-of-pocket expenses.

The liability of Seller shall not be affected by any extension, renewal or other change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for payment thereof, or the release or non-perfection of any security thereunder. Assignee shall not be bound to exhaust its recourse against Buyer or any other person or any security before being entitled to payment by the Seller hereunder. Seller waives notice of acceptance of this Agreement and notices of nonpayment and nonperformance of the Contract and any other notices required by law and waives all setoffs and counterclaims.

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

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

*FAMILY MOBILE HOMES, INC.*  
By: *President* Title: *President*  
 A. Without Recourse  B. Limited Recourse  C. Repurchase  D. With Recourse  E. Limited Repurchase  
 Payments  
 Payments

733/651

**COMMONWEALTH OF PENNSYLVANIA**  
**DEPARTMENT OF TRANSPORTATION**  
**CERTIFICATE OF TITLE FOR A VEHICLE**

8-365

970071881000348-001

2N1E00656J	97	SKYLINE	50326947001 MA
VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE OF VEHICLE
MR	1		TITLE NUMBER
BODY TYPE	DUP	SEAT CAP	PRIOR TITLE STATE
12/31/95	1	5	ODOM. PROO. DATE
12/31/95	1	5	ODOM. MILES
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GWRR
		14,000	GWRR
			TITLE BRANDS

**ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW**

REGISTERED OWNER(S)  
**DENNIS L & KAREN A  
 MABIE  
 RD 1 BOX 578  
 OSCEOLA MILLS PA 16566**

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

TITLE BRANDS  
 A = ANTIQUE VEHICLE  
 C = CLASSIC VEHICLE  
 D = COLLECTIVE VEHICLE  
 F = OUT OF COUNTRY  
 G = ORIGINALLY MFGD. FOR NON-  
 DISTRIBUTION  
 H = RACE/STOCK VEHICLE  
 L = LOADING VEHICLE  
 P = FORMERLY A POLICE VEHICLE  
 R = RECONSTRUCTED  
 S = STREET ROD  
 T = RECOVERED THEFT VEHICLE  
 V = VEHICLE CONTAINS REISSUED VIN  
 W = FLOOD VEHICLE  
 X = FORMERLY A TAXI

FIRST LIEN FAVOR OF:  
**GREEN TREE CONS DISC CO**

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED  DATE  BY  AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED  DATE  BY  AUTHORIZED REPRESENTATIVE

MAILING ADDRESS  
**GREEN TREE CONS DISC CO  
 105 BRADFORD RD STE 200  
 PO BOX 1158  
 WEXFORD PA 15090**

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.

**BRADLEY L MALLORY**  
 Secretary of Transportation

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

**D. APPLICATION FOR TITLE AND LIEN INFORMATION**

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

SUBSCRIBED AND SWORN  
 TO BEFORE ME:  NO.  DAY  YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

SIGN IN SPACES

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

IF NO LIEN  
 CHECK BOX

STORE IN A SAFE PLACE. DO NOT APPLY FOR A DUPLICATE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

000121920

**EXHIBIT "B"**

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

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

**DATE OF NOTICE:1-25-05**

**Certified Mail Receipt No.**

**DENNIS MABIE  
3627 WINDBURN MUNSON RD  
NORRISDALE,PA 16858**

**GREEN TREE CONSUMER DISCOUNT CO.  
105 BRADFORD ROAD SUITE 200  
WEXFORD, PA 15090  
1-800-245-1340**

Account No :73321651

CREDITOR: GREEN TREE CONSUMER DIS.CO

Credit Transaction: MANUFACTURED HOME ACCOUNT

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

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

**Your default consists of 3payments (plus NA in fees and charges) totaling\$792.05.**

**Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$792.05 which consists of \$787.56 for past due payments and\$4.49for late charges,or by doing the following: NA.**

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

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount\$17440.71shall be due and payable without any further notice from the creditor. Additional expenses,interest and chagres accured after the date of this notice shall also be due and payable.

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

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

**EXHIBIT "C"**

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

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

**DATE OF NOTICE:1-25-05**

**Certified Mail Receipt No.**

**KAREN MABIE  
3627 WINDBURNE MUNSON RD  
NORRISDALE,PA 16858**

**GREEN TREE CONSUMER DISCOUNT CO.  
105 BRADFORD ROAD SUITE 200  
WEXFORD, PA 15090  
1-800-245-1340**

Account No :73321651

**CREDITOR: GREEN TREE CONSUMER DIS.CO**

**Credit Transaction: MANUFACTURED HOME ACCOUNT**

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

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

**Your default consists of 3payments (plus NA in fees and charges) totaling\$792.05.**

**Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$792.05 which consists of \$787.56 for past due payments and\$4.49for late charges,or by doing the following: NA.**

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

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount\$17440.71shall be due and payable without any further notice from the creditor. Additional expenses,interest and chagres accrued after the date of this notice shall also be due and payable.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100294  
NO: 05-340-CD  
SERVICE # 1 OF 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: DENNIS L. MABIE and KAREN A. MABIE

**SHERIFF RETURN**

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NOW, March 15, 2005 AT 8:56 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON DENNIS L. MABIE DEFENDANT AT 3627 WINDBURN MUNSON ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KAREN MABIE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

50

**FILED**  
019-4397  
APR 12 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100294  
NO: 05-340-CD  
SERVICE # 2 OF 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: DENNIS L. MABIE and KAREN A. MABIE

**SHERIFF RETURN**

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NOW, March 15, 2005 AT 8:56 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON KAREN A. MABIE DEFENDANT AT 3627 WINDBURN MUNSON ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KAREN A. MABIE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

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

DOCKET # 100294  
NO: 05-340-CD  
SERVICES 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

vs

DEFENDANT: DENNIS J. MARIE and KAREN A. MARIE

## SHERIFF RETURN

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## RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	3892	20.00
SHERIFF HAWKINS	DYER	3892	34.53

### Sworn to Before Me This

### So Answers,

1  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, ) CIVIL DIVISION  
) No. 05-340-CD  
Plaintiff, )  
)  
v. )  
)  
Dennis L. Mabie and Karen A. Mabie, )  
)  
Defendants. )

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

To the Prothonotary:

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

Respectfully submitted,

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