

05_937-CD

2005-937-CD
Green Tree Cons. et al v. Dennis Sherry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, as
Agent and Servicer for Bank of America,

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

CIVIL DIVISION

No. 05-937-CD

TYPE OF PLEADING:

Complaint in Replevin

FILED ON BEHALF OF PLAINTIFF:

Green Tree Consumer Discount Company, as
Agent and Servicer for Bank of America

COUNSEL OF RECORD:

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED *icc Shff*
m 1:31801 *Att'y pd. 85.00*
JUN 29 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, as
Agent and Servicer for Bank of America,

CIVIL DIVISION

No.

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, as
Agent and Servicer for Bank of America,

CIVIL DIVISION

No.

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

COMPLAINT IN REPLEVIN

AND NOW, comes Green Tree Consumer Discount Company, as Agent and Servicer for Bank of America, by and through its attorneys, Edward F. Voelker, Jr., Esq., Chad R. Callahan, Gregory W. Bevington, and Voelker & Associates, P.C., and avers the following in support of its Complaint in Replevin:

1. Dennis A. Shirey, hereinafter referred to as "Defendant," is an individual whose last known address is PO Box 262, Clearfield, PA 16830-0262.

2. Green Tree Consumer Discount Company, as Agent and Servicer for Bank of America hereinafter referred to as "Plaintiff," is duly authorized to conduct business in the Commonwealth of Pennsylvania.

3. On or about August 13, 1996, Defendant entered into a "Retail Installment Contract and Security Agreement," hereinafter referred to as the "Security Agreement," whereby Defendant

purchased and financed from Family Mobile Homes Inc., a 1997 Skyline Corp. Bay Springs manufactured home (serial no. 6A110362J) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

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

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, BankAmerica Housing Services, a division of Bank of America, fsb, on or about August 13, 1996, as permitted by the Security Agreement.

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

7. Pursuant to the Security Agreement, Defendant promised to pay the financed amount of \$29,398.00.

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

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

10. Plaintiff avers that the approximate retail value of the Manufactured Home is \$24,000.00.

11. Defendant has defaulted under the Security Agreement by failing to make payments when due. As of April 12, 2005, the delinquent payment amount due and owing from Defendant to Plaintiff is \$667.40.

12. As of April 12, 2005, the amount owed by Defendant to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$24,987.98. The interest on said amount is accruing at the daily rate of \$8.03.

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

14. On March 22, 2005, Plaintiff provided Defendant with a Notice of Default, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

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

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$24,000.00, plus attorneys fees, costs, interest from April 12, 2005, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan
Attorneys for Plaintiff

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

PENNSYLVANIA
RETAIL INSTALLMENT CONTRACT
and SECURITY AGREEMENT

NAME DENNIS A. SHIREY

BUYER(S): NAME _____
NAME _____

BUYER'S NAME: _____
ADDRESS: R D 4 APT F-9

STREET: CLEARFIELD CITY: CLEARFIELD STATE: PA ZIP: 16830

PROPOSED LOCATION OF MANUFACTURED HOME: WASHINGTON AVE HYDE PARK, ILLINOIS

PROPOSED LOCATION OF MANUFACTURED HOME WASHINGTON AVE HYDE, PA 16843

1. "me" or "us" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "you" or "your" means the seller and

any assignee. This contract will be submitted to the Creditor indicated below, at a local office, and if approved, it will be assigned to that Creditor. Creditors are not to be held responsible for any errors in this contract.

Creditor. On the date of this contract, I buy from you on a credit sale basis the manufactured home described below, together with

furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home")

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

Description of Manufactured Home:	TRADE NAME: <u>SKYLINE CORP.</u>	MODEL: <u>BAY SPRINGS</u>		
	YEAR: <u>97</u>	NEW: <u>X</u> USED: <u> </u>		
	SERIAL NUMBERS:	<u>6A11-0362J</u>		
	ITEM	SERIAL NUMBER	ITEM	SERIAL NUMBER
ADDITIONAL ACCESSORIES	<u>SKIRTING</u>	<u> </u>	<u>2 DECKS 4X4</u>	<u> </u>
AND FURNISHINGS:	<u>OIL TANK</u>	<u> </u>	<u> </u>	<u> </u>

PROMISE TO PAY: I promise to pay you the Unpaid Balance shown in (Item 6) with interest at the rate of

12.00 % per year until the debt is fully paid. I'll pay this amount in installments as shown in the payment schedule. Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: <u>12.00 %</u>	The dollar amount the credit will cost me: <u>\$ 48,290.00</u>	The amount of credit provided to me or on my behalf: <u>\$ 29,398.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 77,688.00</u>	The total cost of my purchase on credit including my down payment of <u>\$ 3,500.00</u> <u>\$ 81,188.00</u>

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

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

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

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

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

EXHIBIT
A

ITEMIZATION OF AMOUNT FINANCED		
1. Cash Price (Incl. Sales Tax of \$.00	\$ 31,500.00
2. a. Cash Downpayment	\$ 3,500.00	
b. Trade-In (Year, Make, Model):		
Length	Width	
Gross Value \$.00	Liens \$.00	
(Seller to pay off)		
Net Trade-In Value	\$.00	
Total Downpayment	\$ 3,500.00	
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 28,000.00	
4. Amounts paid to others on my behalf:		
a. To Insurance Companies:		
(1) Property Insurance	\$ 1,335.00	
(2) Credit Life Insurance	\$.00	
b. To Public Officials:		
(1) Certificate of Title	\$ 15.00	
(2) <u>FILING FEES</u>	\$ 5.00	
c. To Seller:		
For:	\$.00	
(Prepaid Finance Charge)		
d. To:		
For: <u>ADMIN FEE</u>	\$ 35.00	
TIRE TAX	\$ 8.00	
e. To:		
For:	\$.00	
Total (a + b + c + d + e)		\$ 1,398.00
5. Unpaid Balance (3 plus 4)	\$ 29,398.00	
6. Prepaid Finance Charge	\$.00	
7. Amount Financed (5 minus 6)	\$ 29,398.00	

INSURANCE		
PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown:		
Type of Insurance	Term	Premium
<input type="checkbox"/> Broad Form Comp.	0MOS	\$.00
<input checked="" type="checkbox"/> Mobile Home Owners	60MOS	\$ 1,335.00
<input type="checkbox"/> SERV CNTRT		\$
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS MOBILE HOME OWNERS INSURANCE IS INDICATED IN THE PROPERTY INSURANCE SECTION ABOVE.		
CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:		
Proposed Insured _____		
Proposed Insured _____		
(Only spouse can be insured jointly.)		
This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:		
Type of Coverage	Term	Premium
<input type="checkbox"/> Single		\$
<input type="checkbox"/> Joint		\$
(signature) _____ Date _____		
(signature) _____ Date _____		

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

SELLER: FAMILY MOBILE HOMES INC

SELLER'S ADDRESS:

1683 E PLEASANT VALLEY BLVD

ALTOONA, PA 166020000

SELLER'S SIGNATURE

Dennis A. Shirey

SELLER'S TITLE

President

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

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

BUYER'S SIGNATURE(S)

Dennis A. Shirey
DENNIS A. SHIREY

DATE OF THIS CONTRACT: August 13, 1996

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

(Signature of Buyer)

(Signature of Co-Buyer)

ADDITIONAL TERMS AND CONDITIONS

SECURITY INTEREST: I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in all goods that are or may hereafter by operation of law become accessions to it, (2) any refunds of unearned insurance premiums financed in this contract, and (3) all proceeds of such Manufactured Home and accessions. This security interest secures payment and performance of my obligations under this contract, including any additional debt arising because of my failure to perform my obligations under this contract, and includes any contractual extensions, renewals or modifications. If this contract 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 contract and any mortgage or deed of trust executed herewith are cumulative, but my right to a Notice of Default and Right to Cure Default shall not be affected by any inconsistent provision of any mortgage or deed of trust. My execution of this contract constitutes a waiver of my personal property and homestead exemption rights to the personal and real property herein described.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE

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

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON OTHER PAGE ("Creditor")

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

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

TS302363

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, WV (LH), WY **GREEN TREE**



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

Date of Notice:03/22/2005

Certified Mail Receipt No. 71067112169345248982

Dennis A. Shirey
PO Box 262
Clearfield, PA 16830-0262

Green Tree Consumer Discount Company
Three Executive Park Drive Suite 14
Bedford, NH 03110
800-524-6717

Account No: 735043606

Creditor: Green Tree Consumer Discount Company

Brief identification of 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 date of this Notice.

If you are interested in further information, contact the [WHO](http://www.who.int/mediacentre/factsheets/114) or the [CDC](http://www.who.int/mediacentre/factsheets/114).

Your default consists of a [link](#) to [the same page](#).

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$667.40, which consists of \$647.40 for past due

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

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

If you fail to cure the total amount of your default within the cure period described above, then we will have the right to terminate this Agreement.

If you have any questions, write Green Tree at the above address or call the number on page 1.

If you have any questions, write Green Tree at the above address or call the number provided.

If this default was caused by your failure to make a payment or 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 Green Tree.

This communication is an attempt to collect a dataset, which can be used to demonstrate the use of the `l00Z` package.

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

COMPLETE THIS SECTION ON DELIVERY	
A. Recipient by (Please Print Clearly)	
B. Date of Delivery	
C. Signature	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee <input type="checkbox"/> D <input type="checkbox"/> Yes <input type="checkbox"/> No	
D. Is delivery address different from name ?	
E. YES, enter delivery address below.	

CERTIFIED MAIL		3 Service Type	4 Registered Delivered? (Extra Fee) <input type="checkbox"/>	1 Article addressed to:
Green Tree Consumer Discount Company		Tempe III	<input checked="" type="checkbox"/>	
7360 South Kyrene Rd				
Tempe, AZ 85283-4583				

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION



VERIFICATION

I, Dalton Baskerville, Collections Manager, and duly authorized representative of Green Tree Consumer Discount Company do hereby depose and say subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of my information and belief.



Dalton Baskerville
Collection Manager
Green Tree Consumer Discount Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100603
NO: 05-937-CD
SERVICE # 1 OF 1
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: DENNIS A. SHIREY

SHERIFF RETURN

NOW, July 15, 2005 AT 1:43 PM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON DENNIS A. SHIREY DEFENDANT AT 14 C CLARENDON AVE, HOOVERS TR. CT., HYDE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENNIS A. SHIREY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
d2:48 PM
SEP 29 2005
V

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	VOELKER	8704	10.00
SHERIFF HAWKINS	VOELKER	8704	21.24

Sworn to Before Me This

So Answers,

____ Day of _____ 2005

Chester A. Hawkins
by Marilyn Hasan
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

CIVIL DIVISION

No. 05-937 CD

TYPE OF PLEADING:

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

FILED ON BEHALF OF PLAINTIFF:
Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America

COUNSEL OF RECORD:

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED Atty pd. 20.00
10/2/2005 No cc
OCT 03 2005
Notice to Def.
William A. Shaw
Prothonotary/Clerk of Courts
⑥

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

CIVIL DIVISION

No. 05-937 CD

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

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

TO THE PROTHONOTARY:

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

Principal	\$24,000.00
Interest	\$1,148.29 (143 days × 8.03 per diem)
Attorneys fees	\$500.00
Costs	<u>to be added</u>
TOTAL	<u>\$25,648.29</u>

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

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

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan
Attorneys for Plaintiff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America.

CIVIL DIVISION

No. 05-937 C D

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

TO: Dennis Shirey PO Box 262 Clearfield, PA 16830-0262
DATE OF NOTICE: 8/04/2005

IMPORTANT NOTICE

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

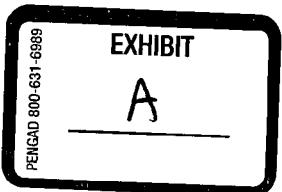
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

VOELKER & ASSOCIATES, P.C.


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



CERTIFICATE OF SERVICE

The undersigned does hereby certify that the attached was served upon the defendant by regular First Class Mail this 16 day of August, 2005.

Dennis A. Shirey
PO Box 262
Clearfield, PA 16830-0262

CHAD R. CALLAHAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

CIVIL DIVISION

No. 05-937-CD



COPY

TYPE OF PLEADING:

Notice of Order, Decree or Judgment

FILED ON BEHALF OF PLAINTIFF:

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America

COUNSEL OF RECORD:

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

CIVIL DIVISION

No. 05-937-CD

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Plaintiff Defendant Garnishee Additional Defendant

You are hereby notified that the following Order, Decree, or Judgement has been entered
against you on October 3, 2005.

Decree Nisi in Equity.

Final Decree in Equity.

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

Judgment is for possession and in the amount:

\$25,648.29 Plus Costs

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

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

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

Name of Attorney for Plaintiff:

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

10/3/05

Will Shirey
301

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

 COPY

Green Tree Consumer Discount Company
Bank of America
Plaintiff(s)

No.: 2005-00937-CD

Real Debt: \$25,648.29

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Dennis A. Shirey
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 3, 2005

Expires: October 3, 2010

Certified from the record this 3rd day of October, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

CIVIL DIVISION

No. 05-937-CD

TYPE OF PLEADING:

Praeclipe for Writ of Possession

FILED ON BEHALF OF PLAINTIFF:
Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED Atty pd.
m12:21pm 20.00
OCT 03 2005 No CC

William A. Shaw
Prothonotary/Clerk of Courts
11 W. 1st Street
(610) 742-1111

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

CIVIL DIVISION

No. 05-937-CD

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

PRAECIPE FOR WRIT OF POSSESSION

TO THE PROTHONOTARY:

Please issue a Writ of Possession in the above captioned matter for the 1997 Skyline Corp. Bay Springs manufactured home (serial no. 6A110362J) located at PO Box 262, Clearfield, PA 16830-0262.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan
Attorneys for Plaintiff

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

CERTIFICATE OF SERVICE

The undersigned does hereby certify that the attached was served upon the defendant by regular First Class Mail this 16 day of August, 2005.

Dennis A. Shirey
PO Box 262
Clearfield, PA 16830-0262


CHAD R. CALLAHAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

CIVIL DIVISION

No. 05-937-CD

TYPE OF PLEADING:

Writ of Possession

 COPY

FILED ON BEHALF OF PLAINTIFF:

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America

COUNSEL OF RECORD:

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

CIVIL DIVISION

No. 05-937-CD

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

WRIT OF POSSESSION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

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

1997 Skyline Corp. Bay Springs manufactured home (serial no. 6A110362J) located at
PO Box 262, Clearfield, PA 16830-0262.

Date: 10/3/05

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100865
NO. 05-937-CD
SERVICE # 1 OF 1
WRIT OF POSSESSION

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: DENNIS A. SHIREY

SHERIFF RETURN

NOW, October 12, 2005 AT 9:15 AM SERVED THE WITHIN WRIT OF POSSESSION ON DENNIS A. SHIREY DEFENDANT AT WORK: CLEARFIELD ELEMENTARY SCHOOL, HIGH LEVEL ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENNIS A. SHIREY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED

01/10/13 AM
OCT 26 2005

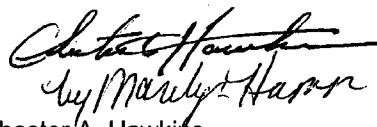
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	VOELKER	8870	10.00
SHERIFF HAWKINS	VOELKER	8870	20.00

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

CIVIL DIVISION

No. 05-937 CD

TYPE OF PLEADING:
Praeclipe to Discontinue

FILED ON BEHALF OF PLAINTIFF:
Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED
DEC 12 2005
m/w:ws
William A. Shaw
Prothonotary/Clerk of Courts
1 clear to Atty
Court of Pleas. to
Atty & C/N

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

CIVIL DIVISION

No. 05-937 C D

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

Praecipe to Discontinue

To the Prothonotary

Kindly discontinue the above matter, without prejudice.

VOELKER & ASSOCIATES, P.C.



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

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

CIVIL DIVISION

**Green Tree Consumer Discount Company
Bank of America**

Vs. **No. 2005-00937-CD**
Dennis A. Shirey

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 December 12, 2005, marked:

Discontinued without prejudice

Record costs in the sum of \$198.24 have been paid in full by Atty. for Plaintiff's.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 12th day of December A.D. 2005.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

CIVIL DIVISION

No. 05-937 CD

TYPE OF PLEADING:
Praeclipe to Mark Satisfied

FILED ON BEHALF OF PLAINTIFF:
Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED

DEC 12 2005

William A. Shaw

Prothonotary/Clerk of Courts

1 copy to Atty Y Crans.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,
as Agent and Servicer for Bank of America,

CIVIL DIVISION

No. 05-937 C D

Plaintiff,

v.

Dennis A. Shirey,

Defendant.

Praecipe to Mark Satisfied

To the Prothonotary

Kindly mark the above matter satisfied, without prejudice.

VOELKER & ASSOCIATES, P.C.


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

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

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2005-00937-CD

Green Tree Consumer Discount Company
Bank of America

Debt: \$25,648.29

Vs.

Atty's Comm.:

Dennis A. Shirey

Interest From:

Cost: \$7.00

NOW, Monday, December 12, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 12th day of December, A.D. 2005.

Prothonotary