

05-949-CD

Green Tree Con. Disc. Vs E. Webster et al

2005-949-CD

Green Tree Consumer et al v. Tessy Allie

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
Consumer Discount Company,

CIVIL DIVISION

No. 05-949-CD

Plaintiff,

Complaint in Civil Action - Replevin

v.

Edward M. Webster and Peggy S.  
Allen,

Filed on behalf of:  
Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
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 *Atty pd.*  
*7/4/05* *85.00*  
JUN 3 0 2005 *2cc Shff*

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, f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No.
	)	
Plaintiff,	)	Complaint in Replevin
	)	
v.	)	
	)	
Edward M. Webster and Peggy S.	)	
Allen,	)	
	)	
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, f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No.
	)	
Plaintiff,	)	THIS FIRM IS A DEBT COLLECTOR
	)	ATTEMPTING TO COLLECT A DEBT AND
v.	)	ANY INFORMATION OBTAINED WILL BE
Edward M. Webster and Peggy S.	)	USED FOR THAT PURPOSE. IF YOU HAVE
Allen,	)	PREVIOUSLY RECEIVED A DISCHARGE IN
	)	BANKRUPTCY AND THIS DEBT WAS NOT
Defendants.	)	REAFFIRMED, THIS NOTICE IS NOT AND
	)	SHOULD NOT BE CONSTRUED TO BE AN
	)	ATTEMPT TO COLLECT A DEBT, BUT
	)	ONLY ENFORCEMENT OF ALIEN AGAINST
	)	PROPERTY.

**COMPLAINT**

**COUNT I - REPLEVIN**

AND NOW, comes Green Tree Consumer Discount Company, f/k/a Conseco Finance 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, f/k/a Conseco Finance 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. Edward M. Webster and Peggy S. Allen, hereinafter referred to as "Defendants," are individuals whose last known address is 85 Hemlock Drive, Penfield, PA 15849.

3. On or about June 16, 2000, Defendants purchased a 2000 Fleetwood Suncrest Manufactured Home, Serial Number PAFLX22AB46827SC13, (the "Mobile Home"), from Larry's Homes of PA., 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 Conseco Finance Consumer Discount Company, who 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. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the new name of the corporation is Green Tree Consumer Discount Company

6. Plaintiff avers that the approximate retail value of said Mobile Home is \$41,500.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

7. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of June 15, 2005, the Defendants' payments of interest and principal were in arrears in the amount of \$1,469.28. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of June 15, 2005, is \$46,351.88.

8. 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."

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

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

11. 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.

12. In order to bring this action Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance 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, f/k/a Conseco Finance Consumer Discount Company, alleges the following:

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

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

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests:

a) judgment against Defendants in the amount of \$46,351.88 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.

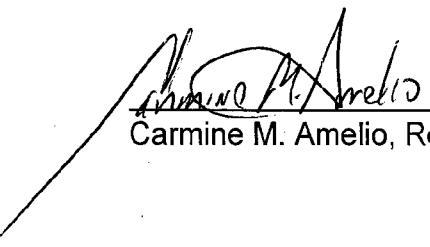


Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Plaintiff  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

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

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT  
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)Date 6-16-00

ALLEN, PEGGY S.

BUYER: WEBSTER, EDWARD H., 85 HEMLOCK DRIVE, PENFIELD, PA 15849

SELLER: LARRY'S HOMES OF PA, INC., RD #1 BOX 155 ROUTE 255, PENFIELD, PA 15849

ASSIGNEE: CONSECO FINANCE CONSUMER DISCOUNT COMPANY, 105 BRADFORD RD 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 \$ 2300.00 )
13.06 %	\$ 128523.31	\$ 42858.29	\$ 171381.60	\$ 173681.60

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	476.06	Monthly beginning <u>July 30, 2000</u>

SECURITY: I am giving a security interest in:

XX The goods or property being purchased. N/A Other (Describe): N/AFILING FEES: \$ 40.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged  
\$5.00 or 5.0% of the unpaid amount of the installment, whichever is less.PREPAYMENT: If I pay off early, I N/A may XX 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.

BUYER RESTRICTIONS: If I do not meet this Contract's obligations, I may lose the property that I bought in this sale.

ITEMIZATION OF THE AMOUNT FINANCED		
1. Cash Sale Price (including Taxes of)	\$ .00	\$ 41500.00
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 ....	\$ 2300.00	
4. Total Down Payment.....	+\$ 2300.00	
5. Unpaid Balance of Cash Sale Price (1 - 4) ...	+\$ 39200.00	
6. Paid to Public Officials.....	+\$ 40.00	
7. Paid to Insurance Companies .....	+\$ 3123.29	
8. Paid to Appraiser.....	+\$ .00	
9. a. Paid to CREDITOR FOR PTS/ORIG. FEE	+\$ 2571.49	
h. Paid to SERVICE CONTRACT	+\$ 495.00	
c. Paid to _____	+\$ .00	
d. Paid to _____	+\$ .00	
e. Paid to _____	+\$ .00	
f. Paid to _____	+\$ .00	
g. Paid to _____	+\$ .00	
10. Principal Balance(B-6+7+8+9 a-g.) ....	+\$ 45429.78	
11. Prepaid Finance Charges. ....	+\$ 2571.49	
12. Amount Financed (10 - 11) .....	\$ 42858.29	

## 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\$ 1455.00 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 INSURANCECredit 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 05 years.

<input checked="" type="checkbox"/> Single Credit Life Insurance	\$ 1668.29
<input type="checkbox"/> Joint Credit Life Insurance	\$ .00
<input type="checkbox"/> Single Credit Disability Insurance	\$ .00
Total	\$ 1668.29

X Edward M. Webster  
Signature of Buyer(s) Insured

6-16-00

Date

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). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

NEW OR USED	YEAR AND MAKE	MODEL	Manufactured Home	SERIAL NUMBER	SIZE
N	2000 FLEETWOOD	SUNCREST		PAFLX22AB46827-SC13	28 X 40
X	Stove	X Refrigerator	Washer	Dryer	X Air Conditioner
Other (Describe)	SKIRTING, STEPS, BLOCKS, FOOTERS				

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 proceeds and premium refunds of any insurance and service contracts purchased with this Contract. 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. NSF FEE: If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of N/A

6. PREPAYMENT: I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A

N/A . PARTIAL PREPAYMENTS WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.

7. SIMPLE INTEREST CONTRACT: This is a simple interest contract. The interest rate is 12.25% per annum

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. 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.

8. 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.

9. 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.

10. 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 do 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, attorneys' 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.

11. NOTICE OF PROPOSED INSURANCE: If so indicated on the front of this Contract, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this Contract. The insurance company named on the front of this Contract will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this Contract. The term of insurance will begin as of the date of this Contract and will end on the original due date of this Contract.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this Contract is prepaid before it is due, a refund of insurance charges will be made when due.

12. 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.

**13. 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, and
- (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale, and
- (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.

**14. 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.

**15. 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.

**16. 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.

**17. ARBITRATION:** All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. 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 or opportunity 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 agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto to the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court 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 in this Agreement.

**18. ADDITIONAL TERMS:**

N/A

**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 Edward M. Webster*  
Signature of Buyer EDWARD M. WEBSTER

6-16-00  
Date

*X Peggy S. Allen*  
Signature of Buyer PEGGY S. ALLEN

6-16-00  
Date

**ASSIGNMENT BY SELLER**

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

**IN ADDITION TO THE ABOVE**, 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:

LARRY'S HOMES OF PA, INC

Date: 06-16-00

By: *M. Michael Dunning*

(Seller)

Title: VD

A. Without Recourse ( ) B. Limited Recourse ( ) C. Repurchase ( ) D. With Recourse ( ) E. Limited Repurchase ( )  
Payments

133-21586

**COMMONWEALTH OF PENNSYLVANIA**

**CERTIFICATE OF TITLE FOR A VEHICLE**

7,008

002070063000559-001

PAFLX22A846827SC13

VEHICLE IDENTIFICATION NUMBER

2000

YEAR

MAKE OF VEHICLE

55099444201 WE

TITLE NUMBER

MH

BODY TYPE

0

DUP SEAT CAP

PRIOR TITLE STATE

8/24/00

ODOM. PROCD. DATE

EXEMPT

ODOM. MILES

8/24/00  
DATE PA TITLED

8/24/00  
DATE OF ISSUE

UNLADEN WEIGHT

GWVR

GOWR

TITLE BRANDS

ODOMETER STATUS

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

TITLE BRANDS

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

**ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW**

REGISTERED OWNER(S)

EDWARD M WEBSTER  
PEGGY S ALLEN  
85 HEMLOCK DR  
PENFIELD PA 15849

FIRST LIEN FAVOR OF:

CONSECO FINANCE  
CONSUMER DISC CO

FIRST LIEN RELEASED

DATE

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

CONSECO FINANCE  
CONSUMER DISC CO  
105 BRADFORD RD  
STE 200  
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.

SECOND LIEN RELEASED

DATE

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

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

**BRADLEY L. MALLORY**

Secretary of Transportation

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

SUBSCRIBED AND SWORN  
TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

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

SIGNATURE OF APPLICANT OR AUTHORIZED

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHO

STORE IN A SAFE PLACE - IF LOST

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

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner,) CHECK HERE  Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE:  IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:  IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

ZIP

**EXHIBIT "B"**

VOIDS THIS TITLE

ROCKDALE RDAL, 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: 5-28-05

CERTIFIED MAIL RECEIPT NO.

Edward M. Webster  
Peggy S. Allen  
85 Hemlock Dr.  
Penfield- PA 15849

GREEN TREE CONSUMER DISCOUNT CO.  
105 BRADFORD ROAD SUITE 200  
WEXFORD, PA 15090

1-800-245-1340

Account No:

733 275861

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 though you did not default.

Your default consists of 3 payments (plus  in fees and charges) totaling \$ 1,464.28

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$  which consists of ~~\$1464.28 for past due payments and  for late charges or by doing the following: N/A~~

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 of ~~\$465.76 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.~~

If you have questions, write Green Tree Consumer Discount 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 Green Tree Consumer Dis.Co.

ROCKDALE RDAL, 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:

5-28-05

CERTIFIED MAIL RECEIPT NO.

Edward M. Webster  
Peggy S. Allen  
95 Hemlock Dr.  
Penfield, PA 15849

GREEN TREE CONSUMER DISCOUNT CO.  
105 BRADFORD ROAD SUITE 200  
WEXFORD, PA 15090

1-800-245-1340

Account No:

733 27586-1

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 3 payments (plus  in fees and charges) totaling \$ 1464.28.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$  Which consists of \$ 144.28 for past due payments and  for late charges or by doing the following: N/A

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 of \$ 16,527.60 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.

If you have questions, write Green Tree Consumer Discount 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 Green Tree Consumer Dis.Co.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **100606**

GREEN TREE CONSUMER DISCOUNT COMPANY f/k/a CONSECO  
FINANCE CONSUMER DISCOUNT COMPANY

Case # 05-949-CD

vs.

EDWARD M. WEBSTER and PEGGY S. ALLEN

**SHERIFF RETURNS**

NOW August 03, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN  
REPLEVIN "NOT FOUND" AS TO EDWARD M. WEBSTER, DEFENDANT. MOVED LEFT NO FORWARDING.

SERVED BY: /

**FILED**  
02:33 AM  
AUG 03 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

**Sheriff Docket # 100606**

GREEN TREE CONSUMER DISCOUNT COMPANY f/k/a CONSECO  
FINANCE CONSUMER DISCOUNT COMPANY

Case # 05-949-CD

vs.

EDWARD M. WEBSTER and PEGGY S. ALLEN

**SHERIFF RETURNS**

NOW August 03, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN  
REPLEVIN "NOT FOUND" AS TO PEGGY S. ALLEN, DEFENDANT. MOVED LEFT NO FORWARDING.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100606  
NO: 05-949-CD  
SERVICES 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY f/k/a CONSECO FINANCE CONSUMER  
DISCOUNT COMPANY

vs.

DEFENDANT: EDWARD M. WEBSTER and PEGGY S. ALLEN

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	4325	20.00
SHERIFF HAWKINS	DYER	4325	31.96

Sworn to Before Me This

So Answers,

Day of 2005

  
by Marilyn Hamer

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
Consumer Discount Company,

CIVIL DIVISION

No. 05-949-CD

Plaintiff,

Complaint in Civil Action - Replevin

v.

Edward M. Webster and Peggy S.  
Allen,

Defendants.

Filed on behalf of:  
Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
Consumer Discount Company

Counsel of Record for this Party:

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

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

JUN 30 2005

Attest.

*Wm. L. B.*  
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, f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No.
	)	
Plaintiff,	)	Complaint in Replevin
	)	
v.	)	
	)	
Edward M. Webster and Peggy S.	)	
Allen,	)	
	)	
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, f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No.
	)	
Plaintiff,	)	THIS FIRM IS A DEBT COLLECTOR
	)	ATTEMPTING TO COLLECT A DEBT AND
v.	)	ANY INFORMATION OBTAINED WILL BE
	)	USED FOR THAT PURPOSE. IF YOU HAVE
Edward M. Webster and Peggy S.	)	PREVIOUSLY RECEIVED A DISCHARGE IN
Allen,	)	BANKRUPTCY AND THIS DEBT WAS NOT
	)	REAFFIRMED, THIS NOTICE IS NOT AND
Defendants.	)	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, f/k/a Conseco Finance 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, f/k/a Conseco Finance 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. Edward M. Webster and Peggy S. Allen, hereinafter referred to as "Defendants," are individuals whose last known address is 85 Hemlock Drive, Penfield, PA 15849.

3. On or about June 16, 2000, Defendants purchased a 2000 Fleetwood Suncrest Manufactured Home, Serial Number PAFLX22AB46827SC13, (the "Mobile Home"), from Larry's Homes of PA., 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 Conseco Finance Consumer Discount Company, who 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. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the new name of the corporation is Green Tree Consumer Discount Company

6. Plaintiff avers that the approximate retail value of said Mobile Home is \$41,500.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

7. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of June 15, 2005, the Defendants' payments of interest and principal were in arrears in the amount of \$1,469.23. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of June 15, 2005, is \$46,351.88.

8. 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."

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

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

11. 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.

12. In order to bring this action Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance 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, f/k/a Conseco Finance Consumer Discount Company, alleges the following:

13. Paragraphs 1 through 12 of this Complaint are incorporated herein by reference as though fully set forth.
14. This Count is brought in the alternative to the relief sought in Count I.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests:

a) judgment against Defendants in the amount of \$46,351.88 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.

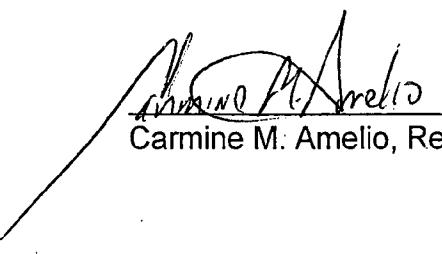


Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Plaintiff  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

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

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

ALLEN, PEGGY S.

BUYER: WEBSTER, EDWARD M., 85 REMLOCK DRIVE, PENFIELD, PA 15849

SELLER: LARRY'S HOMES OF PA, INC., RD #1 BOX 165 ROUTE 255, PENFIELD, PA 15849

ASSIGNEE: CONSECO FINANCE CONSUMER DISCOUNT COMPANY, 105 BRADFORD RD 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 \$ 2300.00 )
13.06 %	\$ 128583.31	\$ 42858.29	\$ 171381.60	\$ 173681.60

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	476.06	Monthly beginning July 30, 2008

SECURITY: I am giving a security interest in:

XX The goods or property being purchased. N/A Other (Describe): N/A

FILING FEES: \$ 40.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$5.00 or 5.0% of the unpaid amount of the installment, whichever is less.

PREPAYMENT: If I pay off early, I N/A may XX 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.

BUYER RESTRICTIONS: If I do not meet this Contract's obligations, I may lose the property that I bought in this sale.

ITEMIZATION OF THE AMOUNT FINANCED			
1. Cash Sale Price (including Taxes of)	\$ .00	\$ 41500.00	
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 ...	\$ 2300.00		
4. Total Down Payment .....	\$ 2300.00		
5. Unpaid Balance of Cash Sale Price (1 - 4) ... + \$	\$ 39200.00		
6. Paid to Public Officials .....	+ \$ 40.00		
7. Paid to Insurance Companies .....	+ \$ 3123.29		
8. Paid to Appraiser .....	+ \$ .00		
9. a. Paid to CREDITOR FOR PTS/ORIG. FEE	+ \$ 2571.49		
h. Paid to SERVICE CONTRACT	+ \$ 495.00		
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) ... + \$	\$ 45429.78		
11. Prepaid Finance Charges .....	- \$ 2571.49		
12. Amount Financed (10 - 11) .....	\$ 42858.29		

## 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

1455.00 for insurance protection for a term of 05 years  
 Comprehensive (\$ 250.00 deductible)  
 N/A Flood  
 N/A Liability  
 N/A Other  
 N/A Vendor's Single Interest

OPTIONAL 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 05 years.

<input checked="" type="checkbox"/> Single Credit Life Insurance	\$ 1668.29
<input type="checkbox"/> N/A Joint Credit Life Insurance	\$ .00
<input type="checkbox"/> N/A Single Credit Disability Insurance	\$ .00
Total	\$ 1668.29

X Edward M. Webster  
Signature of Buyer(s) Insured6-16-00  
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). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

NEW OR USED	YEAR AND MAKE	MODEL	MANUFACTURED HOME SERIAL NUMBER	SIZE
N	2000 FLEETWOOD	SUNCREST	PAFLXZ2A846827-5C13	28 X 40
<input checked="" type="checkbox"/> Stove	<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Washer	<input type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Air Conditioner
<input type="checkbox"/> Other (Describe)	SKIRING, STEPS, BLOCKS, FOOTERS			<input type="checkbox"/> Wheels/Axles

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 proceeds and premium refunds of any insurance and service contracts purchased with this Contract. 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. NSF FEE: If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of N/A

6. PREPAYMENT: I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A

**PARTIAL PREPAYMENTS  
WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.**

7. SIMPLE INTEREST CONTRACT: This is a simple interest contract. The interest rate is 12.25% per annum

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. 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.

8. 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.

9. 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.

10. 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, attorneys' 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.

11. NOTICE OF PROPOSED INSURANCE: If so indicated on the front of this Contract, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this Contract. The insurance company named on the front of this Contract will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this Contract. The term of insurance will begin as of the date of this Contract and will end on the original due date of this Contract.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this Contract is prepaid before it is due, a refund of insurance charges will be made when due.

12. 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.

**13. 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, and
- (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale, and
- (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.

**14. 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.

**15. 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. **16. 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.

**17. ARBITRATION:** All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. 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 or opportunity 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 agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto to the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a money judgment, or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

**18. ADDITIONAL TERMS:**

N/A

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 Edward M. Webster*  
Signature of Buyer EDWARD M. WEBSTER

6-16-00  
Date

*X Peggy S. Allen*  
Signature of Buyer PEGGY S. ALLEN

6-16-00  
Date

ASSIGNMENT BY SELLER

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

IN ADDITION TO THE ABOVE, 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:

LARRY'S HOMES OF PA, INC

Date: 06-16-00

By: *X Michael D. Lang* (Seller) Title: VP  
 A. Without Recourse  B. Limited Recourse  C. Repurchase  D. With Recourse  E. Limited Repurchase  
 Payments

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

7,008

002070063000559-001

PAFLX22AB46827SC13

VEHICLE IDENTIFICATION NUMBER

2000 FLEET

YEAR MAKE OF VEHICLE

55099444201 WE

TITLE NUMBER

MH

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

8/24/00

ODOM. PROCD. DATE

EXEMPT

ODOM. MILES

ODOM. STATUS

8/24/00  
DATE PA TITLED

8/24/00  
DATE OF ISSUE

UNLADEN WEIGHT

GWWR

GCWR

TITLE BRANDS

### ODOMETER STATUS

- 6 = ACTUAL MILEAGE
- 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
- 2 = NOT THE ACTUAL MILEAGE
- 3 = NOT THE ACTUAL MILEAGE-Odometer TAMPERED/VERIFIED
- 4 = EXEMPT FROM ODOMETER DISCLOSURE

### TITLE BRANDS

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

### ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW (REGISTERED OWNER(S))

EDWARD M WEBSTER

Department of Transportation

PEGGY S ALLEN

85 HEMLOCK DR

PENFIELD PA 15849

FIRST LIEN FAVOR OF:

CONSECO FINANCE  
CONSUMER DISC CO

SECOND LIEN FAVOR OF:

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.

FIRST LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE  
MAILING ADDRESS

SECOND LIEN RELEASED \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

031007

CONSECO FINANCE  
CONSUMER DISC CO  
105 BRADFORD RD  
STE 200  
WEXFORD PA 15090

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:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

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

SIGNATURE OF APPLICANT OR AUTHORIZER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTH

STORE IN A SAFE PLACE - IF LOST  
THIS TITLE IS VOID

EXHIBIT "B"

133-21586  
VOIDS THIS TITLE

ROCKDALE RDAL, 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: 5-28-05

CERTIFIED MAIL RECEIPT NO.

Edward M. Webster  
Peggy S. Allen  
35 Hemlock Dr.  
Penfield- PA 15849

GREEN TREE CONSUMER DISCOUNT CO.  
105 BRADFORD ROAD SUITE 200  
WEXFORD, PA 15090

1-800-245-1340

Account No:

733 275861

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 3 payments (plus 0 in fees and charges) totaling \$ 1,464.28

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$ Which consists of \$1464.28 for past due payments and 0 for late charges or by doing the following: N/A

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 of \$465.76 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.

If you have questions, write Green Tree Consumer Discount 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 Green Tree Consumer Dis.Co.

ROCKDALE RDAL, 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:

5-28-05

CERTIFIED MAIL RECEIPT NO.

Edward M. Webster  
Peggy S. Allen  
85 Hemlock Dr.  
Penfield, PA 15849

GREEN TREE CONSUMER DISCOUNT CO.  
105 BRADFORD ROAD SUITE 200  
WEXFORD, PA 15090

1-800-245-1340

Account No:

733 27586-1

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 though you did not default.

Your default consists of 3 payments (plus ~~Q~~ in fees and charges) totaling \$ 1464.28.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$ ~~1464.28~~ which consists of ~~\$ 1464.28 for past due payments and \$ 0 for late charges or by doing the following: N/A~~

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 of \$ 16,537.60 ~~shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.~~

If you have questions, write Green Tree Consumer Discount 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 Green Tree Consumer Dis.Co.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
Consumer Discount Company,

CIVIL DIVISION

No. 05-949-CD

Plaintiff,

Complaint in Civil Action - Replevin

v.

Edward M. Webster and Peggy S.  
Allen,

Filed on behalf of:  
Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
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

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

JUN 30 2005

Attest.

*William D. Dyer*  
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, f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No.
	)	
Plaintiff,	)	Complaint in Replevin
	)	
v.	)	
	)	
Edward M. Webster and Peggy S.	)	
Allen,	)	
	)	
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 Company, f/k/a Conseco Finance Consumer Discount Company,	)	CIVIL DIVISION
	)	No.
	)	
Plaintiff,	)	THIS FIRM IS A DEBT COLLECTOR
	)	ATTEMPTING TO COLLECT A DEBT AND
v.	)	ANY INFORMATION OBTAINED WILL BE
	)	USED FOR THAT PURPOSE. IF YOU HAVE
Edward M. Webster and Peggy S. Allen,	)	PREVIOUSLY RECEIVED A DISCHARGE IN
	)	BANKRUPTCY AND THIS DEBT WAS NOT
Defendants.	)	REAFFIRMED, THIS NOTICE IS NOT AND
	)	SHOULD NOT BE CONSTRUED TO BE AN
	)	ATTEMPT TO COLLECT A DEBT, BUT
	)	ONLY ENFORCEMENT OF ALIEN AGAINST
	)	PROPERTY.

**COMPLAINT**

**COUNT I - REPLEVIN**

AND NOW, comes Green Tree Consumer Discount Company, f/k/a Conseco Finance 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, f/k/a Conseco Finance 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. Edward M. Webster and Peggy S. Allen, hereinafter referred to as "Defendants," are individuals whose last known address is 85 Hemlock Drive, Penfield, PA 15849.

3. On or about June 16, 2000, Defendants purchased a 2000 Fleetwood Suncrest Manufactured Home, Serial Number PAFLX22AB46827SC13, (the "Mobile Home"), from Larry's Homes of PA., 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 Conseco Finance Consumer Discount Company, who 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. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the new name of the corporation is Green Tree Consumer Discount Company

6. Plaintiff avers that the approximate retail value of said Mobile Home is \$41,500.00 and that the said Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

7. Defendants defaulted under the terms of the Security Agreement by failing to make payments when due. As of June 15, 2005, the Defendants' payments of interest and principal were in arrears in the amount of \$1,469.28. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of June 15, 2005, is \$46,351.88.

8. 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."

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

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

11. 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.

12. In order to bring this action Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance 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, f/k/a Conseco Finance Consumer Discount Company, alleges the following:

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

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

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests:

a) judgment against Defendants in the amount of \$46,351.88 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.

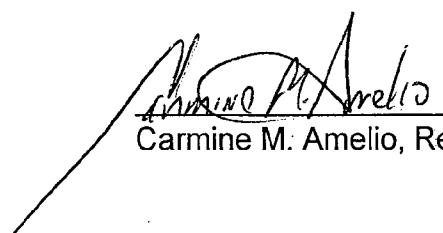


Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Plaintiff  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

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

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

Date

6-16-00

ALLEN, PEGGY S.

BUYER: WEBSTER, EDWARD M., 85 HEMLOCK DRIVE, PENFIELD, PA 15849

SELLER: LARRY'S HOMES OF PA, INC., RD #1 BOX 165 ROUTE 255, PENFIELD, PA 15849

ASSIGNEE: CONSECO FINANCE CONSUMER DISCOUNT COMPANY, 105 BRADFORD RD 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 provided 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 purchase on credit, including my down payment of \$ 2300.00)
13.06 %	\$ 128523.31	\$ 42858.29	\$ 171381.60	\$ 173681.60

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	476.06	Monthly beginning July 30, 2000

SECURITY: I am giving a security interest in:

 The goods or property being purchased.  N/A Other (Describe):  N/A

FILING FEES: \$ 40.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$5.00 or 5.0% of the unpaid amount of the installment, whichever is less.

PREPAYMENT: If I pay off early, I  N/A may  XX 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.

## BUYER RESTRICTIONS: If I do not meet this Contract's obligations, I may lose the property that I bought in this sale.

## ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including Taxes of)	\$ .00	\$ 41500.00
2. Gross Trade-in .....	\$ .00	
Less Amount Owed on Trade-in	\$ .00	
Net Trade-in .....	\$ .00	
Description: Make Year 2000	Size 00 X 00	
3. Cash Down Payment ....	\$ 2300.00	
4. Total Down Payment .....	\$ 2300.00	
5. Unpaid Balance of Cash Sale Price (1 + 4) ...	\$ 39200.00	
6. Paid to Public Officials .....	\$ .00	
7. Paid to Insurance Companies .....	\$ 3123.29	
8. Paid to Appraiser .....	\$ .00	
9. a. Paid to CREDITOR FOR PTS/ORIG. FEE	\$ 2571.49	
h. Paid to SERVICE CONTRACT	\$ 495.00	
c. Paid to .....	\$ .00	
d. Paid to .....	\$ .00	
e. Paid to .....	\$ .00	
f. Paid to .....	\$ .00	
g. Paid to .....	\$ .00	
10. Principal Balance (8 - 6 + 7 + 8 + g - a - g) ....	\$ 45429.78	
11. Prepaid Finance Charges .....	\$ 2571.49	
12. Amount Financed (10 - 11) .....	\$ 42858.29	

## 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

\$ 1455.00 for insurance protection for a term of 05 years

 Comprehensive (\$ 250.00 deductible) N/A Flood N/A 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 05 years.

 Single Credit Life Insurance \$ 1668.29 N/A Joint Credit Life Insurance \$ .00 N/A Single Credit Disability Insurance \$ .00

Total \$ 1668.29

X Edward M. Webster

Signature of Buyer(s) Insured

6-16-00

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). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

NEW OR USED	YEAR AND MAKE	MANUFACTURED HOME MODEL	SERIAL NUMBER	SIZE							
<input checked="" type="checkbox"/>	2000 FLEETWOOD	SUMCREST	PATLX22AB46827-5C13	28 X 40							
<input checked="" type="checkbox"/>	Stove	<input checked="" type="checkbox"/>	Refrigerator	<input type="checkbox"/>	Washer	<input type="checkbox"/>	Dryer	<input checked="" type="checkbox"/>	Air Conditioner	<input type="checkbox"/>	Wheels/Axes
Other (Describe)	SKIRTING, STEPS, BLOCKS, FOOTERS										

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 proceeds and premium refunds of any insurance and service contracts purchased with this Contract. 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. NSF FEE: If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of N/A

6. PREPAYMENT: I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A

N/A . PARTIAL PREPAYMENTS WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.

7. SIMPLE INTEREST CONTRACT: This is a simple interest contract. The interest rate is 12.25% per annum

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. 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.

8. 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.

9. 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.

10. 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 do 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, attorneys' 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.

11. NOTICE OF PROPOSED INSURANCE: If so indicated on the front of this Contract, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this Contract. The insurance company named on the front of this Contract will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this Contract. The term of insurance will begin as of the date of this Contract and will end on the original due date of this Contract.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this Contract is prepaid before it is due, a refund of insurance charges will be made when due.

12. 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 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.

**13. 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:

- (e) 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, and
- (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale, and
- (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.

14. **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.

**15. 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.

**18. 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, the seller.

14. ~~Waiver of Arbitration~~ ~~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.

**17. ARBITRATION:** All disputes, claims and controversies arising out of or relating to this Contract, including any claim for damages, shall be finally settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**17. ARBITRATION:** All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. 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 or opportunity 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 agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything herein to the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the rights of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

**18. ADDITIONAL TERMS.**

八三

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 Edward M. Webster*  
Signature of Buyer EDWARD M. WEBSTER

6-16-00  
Date

*X Peggy S. Allen*  
Signature of Buyer PEGGY S. ALLEN

6-16-00  
Date

ASSIGNMENT BY SELLER

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

IN ADDITION TO THE ABOVE, 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:

LARRY'S HOMES OF PA, INC

Date: 06-16-00

By: *X Michael D. Murphy* (Seller) Title: VP  
 A. Without Recourse ( ) B. Limited Recourse ( ) C. Repurchase ( ) D. With Recourse ( ) E. Limited Repurchase  
 Payments

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

7,008

002070063000559-001

PAFLX22AB46827SC13

VEHICLE IDENTIFICATION NUMBER

2000

FLEET

YEAR

MAKE OF VEHICLE

55099444201 WE

TITLE NUMBER

MH

BODY TYPE

0

DUP

SEAT CAP

PRIOR TITLE STATE

8/24/00

ODOM. PROCD. DATE

EXEMPT

ODOM. MILES

ODOM. STATUS

8/24/00  
DATE PA TITLED

8/24/00  
DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GWCR

TITLE BRANDS

**ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW**  
 REGISTERED OWNER(S)

EDWARD M WEBSTER  
 PEGGY S ALLEN  
 85 HEMLOCK DR  
 PENFIELD PA 15849

Department of Transportation

FIRST LIEN FAVOR OF:

**CONSECO FINANCE  
 CONSUMER DISC CO**

FIRST LIEN RELEASED \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE  
 MAILING ADDRESS

SECOND LIEN FAVOR OF:

SECOND LIEN RELEASED \_\_\_\_\_  
 BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

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

SECOND LIEN RELEASED \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

031007

**CONSECO FINANCE  
 CONSUMER DISC CO  
 105 BRADFORD RD  
 STE 200  
 WEXFORD PA 15090**

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY SEAL WATERMARK

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 SWEARN  
 TO BEFORE ME:

MO.      DAY      YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

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

SIGNATURE OF APPLICANT OR AUTHORIZED

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHO

STORE IN A SAFE PLACE - IF LOST /

1ST LIEN DATE:      → IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:      → IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

ZIP

VOIDS THIS TITLE

**EXHIBIT "B"**

• ROCKDALE RDAL, 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: 5-28-05

CERTIFIED MAIL RECEIPT NO.

Edward M. Webster  
Peggy S. Allen  
35 Hemlock Dr  
Penfield - PA 15849

GREEN TREE CONSUMER DISCOUNT CO.  
105 BRADFORD ROAD SUITE 200  
WEXFORD, PA 15090

1-800-245-1340

Account No:

733 275861

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 though you did not default.

Your default consists of 3 payments (plus 0 in fees and charges) totaling \$ 1,464.28

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$ Which consists of \$1464.28 for past due payments and \$0 for late charges or by doing the following: N/A

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 of \$1464.28 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.

If you have questions, write Green Tree Consumer Discount 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 Green Tree Consumer Dis.Co.

ROCKDALE RDAL, 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:

5-28-05

CERTIFIED MAIL RECEIPT NO.

Edward M. Webster  
Peggy S. Allen  
85 Hemlock Dr.  
Penfield, PA 15849

GREEN TREE CONSUMER DISCOUNT CO.  
105 BRADFORD ROAD SUITE 200  
WEXFORD, PA 15090

1-800-245-1340

Account No:

733 27586-1

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 though you did not default.

Your default consists of 3 payments (plus 0 in fees and charges) totaling \$ 1464.28.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$ 146.28 for past due payments and 0 for late charges or by doing the following: N/A

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 of \$16,507.60 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable.

If you have questions, write Green Tree Consumer Discount 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 Green Tree Consumer Dis.Co.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount ) CIVIL DIVISION  
Company, f/k/a Conseco Finance )  
Consumer Discount Company, ) No. 05-949-CD  
Plaintiff, )  
V. )  
Edward M. Webster and Peggy S. )  
Allen, )  
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,



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

FILED <sup>no cc</sup>  
m 12:46 (07) Cert. of Disc.  
AUG 03 2005 to Atty  
William A. Shaw *Copy to CJA*  
Prothonotary/Clerk of Courts *68*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

**Green Tree Consumer Discount Company f/k/a  
Conseco Finance Consumer Discount Company**

Vs.

No. 2005-00949-CD

**Edward M. Webster**

**Peggy S. Allen**

**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 August 3, 2005, marked:

Discontinued without Prejudice

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 3rd day of August A.D. 2005.

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William A. Shaw, Prothonotary