

05-1637-CD

Green Tree Con. Disc. Co. vs Barbie

Green Tree Con. Disc. Vs Barbie Denochick
2005-1637-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

Plaintiff,

v.

Barbie J. Denochick and Bill Gray,

Defendants.

CIVIL DIVISION

No. *05-1037-CD*

TYPE OF PLEADING:
Complaint in Replevin

FILED ON BEHALF OF PLAINTIFF:
Green Tree Consumer Discount Company

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED *2ccsaff*
m11:04 8/11
OCT 24 2005 *my pd 85.00*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

Barbie J. Denochick and Bill Gray,

Defendants.

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

Barbie J. Denochick and Bill Gray,

Defendants.

COMPLAINT IN REPLEVIN

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

1. Barbie J. Denochick, hereinafter referred to as "Defendant Denochick," is an individual whose last known address is 224 Horseshoe Curve Road, Osceola, PA 16666.
2. Bill Gray, hereinafter known as "Defendant Gray", is an individual whose last known address is 610 Mary Street, Houtzdale, PA 16651.
3. Green Tree Consumer Discount Company hereinafter referred to as "Plaintiff," is duly authorized to conduct business in the Commonwealth of Pennsylvania.
4. On or about June 25, 1996, Defendant Denochick entered into a "Retail Installment Contract and Security Agreement," hereinafter referred to as the "Security Agreement," whereby

Defendant purchased and financed from Family Mobile Homes, Inc., a 1997 Skyline Limited Edition manufactured home (serial no. 2N110203J) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

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

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

7. Pursuant to the Security Agreement, Defendant promised to pay the financed amount of \$72,316.00.

2. As security for the loan, Defendant Denochick, by the Security Agreement, granted Plaintiff a security interest in the Manufactured Home.

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

4. Plaintiff avers that the approximate retail value of the Manufactured Home is \$21,900.00.

5. Defendant has defaulted under the Security Agreement by failing to make payments when due. As of October 7, 2005, the delinquent payment amount due and owing from Defendant Denochick to Plaintiff is \$483.85.

6. As of October 7, 2005, the amount owed by Defendant Denochick to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$21,908.91. The interest on said amount is accruing at the daily rate of \$6.57.

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

8. On September 21, 2005, Plaintiff provided Defendant with a Notice of Default, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

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

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$21,900.00, plus attorneys fees, costs, interest from October 7, 2005, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.

A handwritten signature in black ink, appearing to read 'C. Callahan', written over a horizontal line.

Chad R. Callahan

Attorneys for Plaintiff

Voelker & Associates, P.C.

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219

(412) 765-0543

MW-30-1996 09:45
 31-70-101 (4/95) MFI-100

P.01/02

**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**
Date June 25, 1996BUYER: WISNICK, BARRY J., 610 MARY STREET, HOUTZDALE, PA 15666SELLER: FAMILY HOMES, INC., 1603 E PLEASANT VALLEY BLVD. ALTOONA, PA 16602ASSIGNEE: CROWN TYRE CONSUMER DISCOUNT CO., 103 BRADY RD, BLDG XII, 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 \$ 4000.00)
11.25 %	\$ 66115.00	\$ 72316.00	\$ 66831.00	\$ 70831.00

My payment schedule will be:

Number of Payments 500	Amount of Payments 223.77	When Payments Are Due Monthly beginning July 25, 1996
----------------------------------	-------------------------------------	--

SECURITY: I am giving a security interest in:

☒ The goods or property being purchased. Real property located at _____
 FILING FEE: \$ 20.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$ 5.00 or 2.00 % of the payment, whichever is less.

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

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms.
 See this Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including taxes off)	\$ 25056.00
2. Gross Trade-in	\$ 4000.00
Less Amount Owed on Trade-in	\$.00
Net Trade-in	\$ 4000.00
Description: Make <u>MERCEDES</u> Year <u>1965</u> Size <u>56</u> X <u>12</u>	
3. Cash Down Payment	\$.00
4. Total Down Payment	\$ 4000.00
5. Unpaid Balance of Cash Sale Price (1 - 4)	\$ 21056.00
6. Paid to Public Officials	\$ 20.00
7. Paid to Insurance Companies	\$ 1240.00
8. Paid to Appraiser	\$.00
9. Paid to _____	\$.00
a. Paid to _____	\$.00
b. Paid to _____	\$.00
c. Paid to _____	\$.00
d. Paid to _____	\$.00
e. Paid to _____	\$.00
f. Paid to _____	\$.00
g. Paid to _____	\$.00
10. Principal Balance (5 + 6 + 7 + 8 + 9 a.-g.)	\$ 22316.00
11. Prepaid Finance Charges	\$.00
12. Amount Financed (10 - 11)	\$ 22316.00

PHYSICAL DAMAGE INSURANCE

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

\$ 1240.00 (for insurance protection for a term of 03 years.)

☒ Comprehensive (\$ 250.00 deductible)

☒ Flood

☒ Liability

☒ Other

☒ 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 00 years.

☒ Single Credit Life Insurance \$.00

☒ Joint Credit Life Insurance \$.00

☒ Single Credit Disability Insurance \$.00

Total \$.00

☒ Signature of Buyer(s) Insured _____ Date _____

CONTRACT AND SECURITY AGREEMENT

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

NEW OR USED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
<input checked="" type="checkbox"/> NEW	1997 BRYTNE	LIMITED EDITION	2N11-0203J	14 X 64

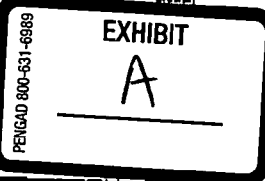
Burland Systems, Inc., St. Cloud, MN (1-800-567-3511) Form QT-MHACLA2PA 6/2/96

OPTIONAL

GF-10-30-101 (4/95)

B5D

(page 1 of 3)



MAY-29-1995 14:01

Other (Description) SEIKO LUG, BACK Stove Refrigerator Washer Dryer Air Conditioner P. 03/03
WNEBIS/AXIES

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.
 3. **SECURITY INTEREST:** I give you a security interest in the Manufactured Home and any property added to it or attached. The purpose for giving this security interest is to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in premium refunds or proceeds under any insurance covering the Manufactured Home. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. Only the counterpart labeled "original" may create a security interest in chattel paper according to the Uniform Commercial Code definition in effect in Pennsylvania.
 4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.
 5. **PREPAYMENT:** I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE OF THIS CONTRACT WITHOUT ANY PENALTY.

6. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 11.25 % per annum until paid in full. Interest will accrue upon the unpaid principal balance outstanding from time to time. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid amounts due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.
 7. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.
 8. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.
 9. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from a 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 required (a) 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 for late charges, attorney fees or collection costs, I understand that I owe an additional amount for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.
 10. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) Acceleration: You can require me to immediately pay you the entire remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.
 11. **CURE OF DEFAULT:** I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the notice of default. To cure the default, I must pay:
 (a) all amounts which would have been due in the absence of default and acceleration,
 (b) reasonable attorney's fees plus court costs and actual out-of-pocket expenses as further defined in paragraph 12,
 (c) any late charges that are due,
 (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale,
 (e) perform any other obligations I would have had to perform in the absence of default. I have the right to cure a default up to three (3) times in any calendar year.
 12. **NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.
 13. **ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.
 14. **MISCELLANEOUS PROVISIONS:** This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

MAY-23-1996 13:56

P.02/07

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

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

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

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

Signature of Buyer

FAMILY MORTGAGE, INC.

Signature of Buyer

ASSIGNMENT BY SELLER

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

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

The liability of Seller shall not be affected by any extension, renewal or other change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for payment thereof, or the release or non-perfection of any security payment by the Seller hereunder. Seller waives notice of acceptance of this Assignment and notices of nonpayment and nonperformance of the Contract and any other notices required by law and waives all setoffs and counterclaims.

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

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

FAMILY MORTGAGE, INC.

By: *[Signature]*

(Seller)

Title: *President*

A. Without Recourse

B. Limited Recourse

C. Repurchase

D. With Recourse

E. Limited Repurchase

Payments

Payments

Selling Office, Inc., St. Cloud, MN 56301 202-334-1111 FAX 202-334-1111

ORIGINAL

GT-10-33-101 14/05 (page 3 of 3)

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

7,133

962271881000290-001

EN110203J

VEHICLE IDENTIFICATION NUMBER

97

YEAR

SKYLINE

MAKE OF VEHICLE

49885431001 DE

TITLE NUMBER

MH

BODY TYPE

1

DOOR

SEAT CAP

PRIOR TITLE STATE

8/14/96

ODOM PROCD DATE

EXEMPT

4

ODOM MILES

ODOM STATUS

8/02/96

DATE TITLED

8/14/96

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

ODOMETER STATUS

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

TITLE BRANDS

- A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
F = OUT OF COUNTRY
G = ORIGINALLY BUILT FOR NON-RESIDENT
H = AGRICULTURAL VEHICLE
L = LOADING VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED
S = STEAL RECD
T = RECOVERED THEFT VEHICLE
V = VEHICLE EXEMPTED FROM REGISTRATION
W = FLOOD VEHICLE
X = FORMERLY A BUS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

(DISCLOSED OWNER(S))

BARBIE J DENOCHICK
LTD MARY ST
MOUTZDALE PA 16651

FIRST LIEN HOLDER

GREEN TREE CONS DISC CO

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

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

BRADLEY L MALLORY

Secretary of Transportation

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

D. APPLICATION FOR TITLE AND LIEN INFORMATION

GRANTING AND SIGNING
TO THE STATE

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

- When applying for title with a co-owner (other than joint owners) check one of
these boxes if no box is checked, title will be issued as "Sole" in Common.
A ☐ Joint Tenancy with Right of Survivorship (can result in one owner, 50% share
to the surviving owner)
B ☐ Tenancy in Common (no death of one owner interest of deceased owner
goes to his or her heirs or estate)

LIEN DATE	IF PAY LIEN CHECK BOX
FIRST LIEN HOLDER	
NAME	
STREET	
CITY	
STATE	ZIP
LIEN DATE	IF NO LIEN CHECK BOX
SECOND LIEN HOLDER	
NAME	
STREET	
CITY	
STATE	

The undersigned hereby makes application for Certificate of Title to the vehicle described
herein subject to the provisions of and other laws relating to title here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT, TITLE OR AUTHORIZED SIGNER

NOTE: IN A CASE WHERE A DUPLICATE IS LOST, APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOID

PENNS 800-331-6989

EXHIBIT

B

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

06560847

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

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

DATE OF NOTICE: 9-21-05

CERTIFIED MAIL RECEIPT NO.

BARBIE J. DENOCHICK
224 HORSESHOE CURVE ROAD
OSCEOLA, PA 16666

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

Account No: 73320592

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.

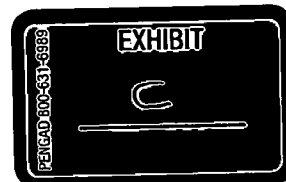
Your default consists of 2 payment (plus NA in fees and charges) totaling \$479.40.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$479.40 which consists of \$479.40 for past due payments and NA for late charges, or by doing the following.
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 \$22009.58 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 Gree Tree Consumer Dis. Co. at the above address or call the number provided.


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



VERIFICATION

I, Dalton Baskerville, Collections Manager, and duly authorized representative of Green Tree Consumer Discount Company do hereby depose and say subject to the penalties of 18 Pa.

C.S. § 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of my information and belief.

A handwritten signature in cursive script, appearing to read 'Dalton Baskerville', is written over a horizontal line.

Dalton Baskerville
Collection Manager
Green Tree Consumer Discount Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

Plaintiff,

v.

Barbie J. Denochick,

Defendant.

CIVIL DIVISION

No. 05-1637 CD

TYPE OF PLEADING:

Praeipue to Discontinue

FILED ON BEHALF OF PLAINTIFF:

Green Tree Consumer Discount Company

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D. #55414

Chad R. Callahan

PA I.D. #82058

Gregory W. Bevington

PA I.D. #92143

Voelker & Associates, P.C.

Firm #332

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543

FILED

m/10:50 am

JAN 13 2006

ice & Cert of disc.
issued to Amy
Callahan
copy to CIA

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 05-1637 CD

v.

Barbie J. Denochick,

Defendant.

Praeceptum to Discontinue

To the Prothonotary

Kindly discontinue the above matter, without prejudice.

VOELKER & ASSOCIATES, P.C.

A handwritten signature in black ink, appearing to read 'C. Callahan', is written over a horizontal line.

Chad R. Callahan

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543

VOELKER & ASSOCIATES, P.C.

EDWARD F. VOELKER, JR.
CHAD R. CALLAHAN
KAREN H. MCCONNELL
CYNTHIA M. DORNISH
GREGORY W. BEVINGTON

SUITE 1410, ALLEGHENY BUILDING, 429 FORBES AVENUE, PITTSBURGH, PA. 15219-1604
TELEPHONE (412) 765-0543 TELEFAX (412) 765-0540

January 11, 2006

Clearfield County Prothonotary
PO Box 549
Clearfield, PA 16830

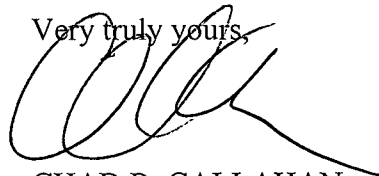
Re: Green Tree Consumer Discount Company v. Barbie J. Denochick and Bill Gray
Our File No. 021035-240

Dear Sir or Madam:

Enclosed please find for filing with your office a Praeceptum to Discontinue. Also enclosed is an extra copy; please stamp the same and return to me in the enclosed self-addressed stamped envelope.

If you have any questions regarding this matter, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,



CHAD R. CALLAHAN

cc: File

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

CIVIL DIVISION

COPY

Green Tree Consumer Discount Company

Vs.

No. 2005-01637-CD

**Barbie J. Denochick
Bill Gray**

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 January 13, 2006, marked:

Discontinued, without prejudice

Record costs in the sum of \$85.00 have been paid in full by Chad R. Callahan Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of January A.D. 2006.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100931
NO: 05-1637-CD
SERVICE # 1 OF 2
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: BARBIE J. DENOCHICK and BILL GRAY

SHERIFF RETURN

NOW, November 08, 2005 AT 9:35 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON BARBIE J. DENOCHICK DEFENDANT AT 224 HORSESHOE CURVE RD., OSCEOLA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BARBIE J. DENOCHICK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
0184361
FEB 14 2006

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100931**

GREEN TREE CONSUMER DISCOUNT COMPANY

Case # 05-1637-CD

vs.

BARBIE J. DENOCHICK and BILL GRAY

TYPE OF SERVICE COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW February 13, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN REPLEVIN "NOT FOUND" AS TO BILL GRAY, DEFENDANT. UNKNOWN, POSSIBLY DECEASED.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100931
NO: 05-1637-CD
SERVICES 2
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: BARBIE J. DENOCHICK and BILL GRAY

SHERIFF RETURN

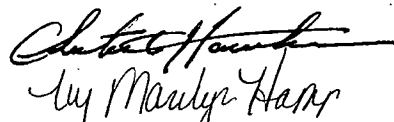
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VOELKER	9105	20.00
SHERIFF HAWKINS	VOELKER	9105	75.00

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

Plaintiff,

v.

Barbie J. Denochick and Bill Gray,

Defendants.

CIVIL DIVISION

No. 05-1637-CD

TYPE OF PLEADING:

Complaint in Replevin

FILED ON BEHALF OF PLAINTIFF:

Green Tree Consumer Discount Company

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D. #55414

Chad R. Callahan

PA I.D. #82058

Gregory W. Bevington

PA I.D. #92143

Voelker & Associates, P.C.

Firm #332

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543

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

OCT 24 2005

Attest.

William L. R...
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

~~Green Tree Consumer Discount Company,~~

~~CIVIL DIVISION~~

Plaintiff,

No.

v.

Barbie J. Denochick and Bill Gray,

Defendants.

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff,

No.

v.

Barbie J. Denochick and Bill Gray,

Defendants.

COMPLAINT IN REPLEVIN

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

1. Barbie J. Denochick, hereinafter referred to as "Defendant Denochick," is an individual whose last known address is 224 Horseshoe Curve Road, Osceola, PA 16666.

2. Bill Gray, hereinafter known as "Defendant Gray", is an individual whose last known address is 610 Mary Street, Houtzdale, PA 16651.

3. Green Tree Consumer Discount Company hereinafter referred to as "Plaintiff," is duly authorized to conduct business in the Commonwealth of Pennsylvania.

4. On or about June 25, 1996, Defendant Denochick entered into a "Retail Installment Contract and Security Agreement," hereinafter referred to as the "Security Agreement," whereby

Defendant purchased and financed from Family Mobile Homes, Inc., a 1997 Skyline Limited Edition manufactured home (serial no. 2N110203J) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

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

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

7. Pursuant to the Security Agreement, Defendant promised to pay the financed amount of \$72,316.00.

2. As security for the loan, Defendant Denochick, by the Security Agreement, granted Plaintiff a security interest in the Manufactured Home.

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

4. Plaintiff avers that the approximate retail value of the Manufactured Home is \$21,900.00.

5. Defendant has defaulted under the Security Agreement by failing to make payments when due. As of October 7, 2005, the delinquent payment amount due and owing from Defendant Denochick to Plaintiff is \$483.85.

6. As of October 7, 2005, the amount owed by Defendant Denochick to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$21,908.91. The interest on said amount is accruing at the daily rate of \$6.57.

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

8. On September 21, 2005, Plaintiff provided Defendant with a Notice of Default, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

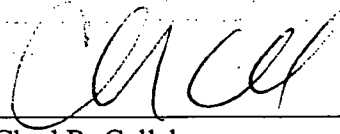
9. Plaintiff is now entitled to immediate possession of the Manufactured Home.

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$21,900.00, plus attorneys fees, costs, interest from October 7, 2005, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.

A handwritten signature in dark ink, appearing to read 'C. Callahan', is written over a horizontal line.

Chad R. Callahan
Attorneys for Plaintiff

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

MAY-30-1996 09:45
 31-70-101 (4/95) MHT-EC

P.01/02

**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**
Date June 25, 1996BUYER: DEBOCHICK, BARRIE J., 610 MARY STREET, MOUNTDALE, VA 16666SELLER: FAMILY GENTLE HOMES, INC., 1683 E PLEASANT VALLEY BLVD, ALTOONA, PA 16602ASSIGNEE: CHECK TIDE CONSUMER DISCOUNT CO., 105 BRADY RD, BLDG III, SUITE 200, WEXFORD, PA 15090
FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of \$ 4000.00)
11.25 %	\$ 4413.00	\$ 72316.00	\$ 66831.00	\$ 70831.00

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
500	222.77	Monthly beginning July 25, 1996

SECURITY: I am giving a security interest in:

☒ The goods or property being purchased. _____ Real property located at _____

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

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

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

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

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including taxes of)	\$.00	\$ 25056.00
2. Gross Trade-in	\$ 4000.00	
Less Amount Owed on Trade-in	\$.00	
Net Trade-in	\$ 4000.00	
Description: Make <u>HARLEY</u> Year <u>1965</u> Size <u>64 X 12</u>		
3. Cash Down Payment	\$.00	
4. Total Down Payment	\$ 4000.00	
5. Unpaid Balance of Cash Sale Price (1 - 4)	\$ 21056.00	
6. Paid to Public Officials	\$ 20.00	
7. Paid to Insurance Companies	\$ 1240.00	
8. Paid to Appraiser	\$.00	
9. Paid to _____	\$.00	
10. Paid to _____	\$.00	
11. Prepaid Finance Charges	\$.00	
12. Amount Financed (5 + 6 + 7 + 8 + 9 + 10 + 11)	\$ 22316.00	

PHYSICAL DAMAGE INSURANCE

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

\$ 1240.00 for insurance protection for a term of 03 years.

☒ Comprehensive (\$ 250.00 deductible)☒ Flood☒ Liability☒ Other☒ 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 00 years.

☒ Single Credit Life Insurance \$.00☒ Joint Credit Life Insurance \$.00☒ Single Credit Disability Insurance \$.00

Total \$.00

☒

Signature of Buyer(s) Insured

Date

CONTRACT AND SECURITY AGREEMENT

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

NEW OR USED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
<input checked="" type="checkbox"/>	1997 HARLEY	LIMITED EDITION	2N11-0203J	14 X 64

Barrick Dryden, Inc., 31, Church, 2011-800-367 25-11 Form QT-25HACLA2PA 6/22/95

ORIGINAL

GT-10-30-101 (4/95)

B5D

(page 1 of 3)

PENDING 800-631-6989

EXHIBIT

A

MAY-29-1995 14:01

Stove _____ Ref. _____ Tor _____ Washer _____ Dryer _____ Air Conditioner _____ P.03/03
 Other _____ SKIRTING, DECK _____ 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 prepayment refunds or proceeds under any insurance covering the Manufactured Home. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. Only the counterpart labeled "original" may create a security interest in chattel paper according to the Uniform Commercial Code definition in effect in Pennsylvania.
 4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.
 5. **PREPAYMENT: I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE OF THIS CONTRACT WITHOUT ANY PENALTY.**

6. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 11.25 % per annum until paid in full. Interest will accrue upon the unpaid principal balance outstanding from time to time. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

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

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

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

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

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

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

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

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

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

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

PHY-23-1990 13:56

P.02/07

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

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

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

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

Paulie J. Demochick
Signature of Buyer **PAULIE J. DEMOCHICK**

X
Signature of Buyer

ASSIGNMENT BY SELLER

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

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

The liability of Seller shall not be affected by any extension, renewal or other change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for payment thereof, or the release or non-perfection of any security interest by the Seller hereunder. Seller waives notice of acceptance of this Assignment and notices of nonpayment and nonperformance of the Contract and any other notices required by law and waives all setoffs and counterclaims.

In addition, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of this 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 Manufactured Home. The Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. C. "With Recourse". The Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "Without Recourse". The Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. 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 repurchases 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:

PAULIE J. DEMOCHICK
By: *Paulie J. Demochick* (Seller) Title: *President*

☒ A. Without Recourse ☐ B. Limited Recourse ☐ C. Repurchase ☐ D. With Recourse ☐ E. Limited Repurchase

Payments

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

962271881000290-001

2N110203J

VEHICLE IDENTIFICATION NUMBER

97

YEAR

SKYLINE

MAKE OF VEHICLE

49885431001 DE

TITLE NUMBER

MH

BODY TYPE

1

SEAT CAP

PRIOR TITLE STATE

8/14/96

DOM PROCD DATE

EXEMPT

4

DOM STATUS

8/02/96

DATE HE TITLED

8/14/96

DATE OF ISSUE

UNLADRN WEIGHT

GVWR

GVWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

(REGISTERED OWNER'S)

BARBIE J DENOCHICK
110 MARY ST
MOUTZDALE PA 16651

FIRST LIEN HOLDER

GREEN TREE CONS DISC CO

SECOND LIEN FAVOR OF

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

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

SECOND LIEN RELEASED

ODOMETER STATUS

- 0 - ACTUAL MILEAGE
- 1 - MILEAGE EXCEEDS THE MECHANICAL UNITS
- 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
- F - OUT OF COUNTRY
- G - ORIGINALLY BUILT FOR NON-ROAD DISTRIBUTION
- H - AGRICULTURAL VEHICLE
- L - LOADING VEHICLE
- M - FORMERLY A POLICE VEHICLE
- R - RECONSTRUCTED
- S - STREET ROD
- T - RECOVERED THEFT VEHICLE
- V - VEHICLE FROM A REBUILT VIN
- W - FLOOD VEHICLE
- X - FORMERLY A TAXI

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

BY

AUTHORIZED REPRESENTATIVE

BRADLEY L MALLORY

Secretary of Transportation

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

DATE SIGNED AND SIGNED BY
TO (NAME AND ADDRESS)

When applying for title with a computer rather than your manual check one of the following boxes. If no box is checked, title will be issued to "Transfer in Country".

☐ A - State Transferring with Title of Surrendered (on claim of one owner, title goes to the surrendering owner)

☐ B - Transfer in Country (on claim of one owner, title of "Surrendered" owner goes to the other owner of vehicle)

LIEN

DATE

IF ANY LIEN

CHECK BOX

FIRST LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

LIEN

DATE

IF ANY LIEN

CHECK BOX

SECOND LIENHOLDER

NAME

STREET

CITY

STATE

The undersigned hereby makes application for Certificate of Title to the vehicle described above subject to the provisions of and laws and regulations of this State.

SIGNATURE OF PURCHASER OR AUTHORIZED AGENT

SIGNATURE OF CO-APPLICANT, TITLE OR AUTHORIZED AGENT

STORE IN A SAFE PLACE - IF LOST, APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOID

PENNSYLVANIA 800-631-6080

EXHIBIT

B

06560847

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

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

DATE OF NOTICE: 9-21-05

CERTIFIED MAIL RECEIPT NO.

**BARBIE J. DENOCHICK
224 HORSESHOE CURVE ROAD
OSCEOLA, PA 16666**

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

Account No: 73320592

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 2 payment (plus NA in fees and charges) totaling \$479.40.

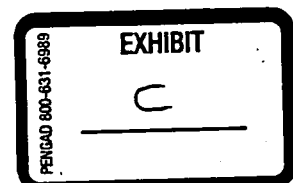
Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$479.40 which consists of \$479.40 for past due payments and NA for late charges, or by doing the following.

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 \$22009.58 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 Gree Tree Consumer Dis. Co. at the above address or call the number provided.

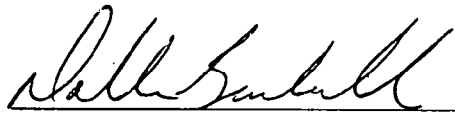
If this default was caused by your failure to make a payment of payments, and you want to pay by mail, send a cashier's check or money order. Do not send cash. Other payment arrangements may be made by contacting Gree Tree Consumer Dis.Co.



VERIFICATION

I, Dalton Baskerville, Collections Manager, and duly authorized representative of Green Tree Consumer Discount Company do hereby depose and say subject to the penalties of 18 Pa.

C.S. § 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of my information and belief.

A handwritten signature in black ink, appearing to read 'Dalton Baskerville', written over a horizontal line.

Dalton Baskerville
Collection Manager
Green Tree Consumer Discount Company