

05-1822-CD
Green Tree Con. Disc. vs Marsha

Green Tree Consum. Vs Marsha Delpl al
05-1822-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

Defendants.

CIVIL DIVISION

No. 05-1822-C

TYPE OF PLEADING:
Complaint in Replevin

William A. Shaw
Prothonotary

FILED
m/3:21 um 2005 No. 05-1822-C
NOV 21 2005 Pa. \$85.00
R44y

FILED ON BEHALF OF PLAINTIFF:

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

COUNSEL OF RECORD:

Edward F. Voelker, Jr.

PA I.D. #55414

Chad R. Callahan

PA I.D. #82058

Gregory W. Bevington

PA I.D. #92143

Voelker & Associates, P.C.

Firm #332

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

(412) 765-0543

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

No.

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

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 982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

No.

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

Defendants.

COMPLAINT IN REPLEVIN

AND NOW, comes Green Tree Consumer Discount Company, as Agent and Servicer for Bank of America, FSB, 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. Marsha E. Delp and Albert S. Hunt, hereinafter referred to as "Defendants," are individuals whose last known address is 105 Karleski Road, Dubois, PA 15801-5627.

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

3. On or about July 16, 1996, Defendants entered into a "Retail Installment Contract and Security Agreement ," hereinafter referred to as the "Security Agreement," whereby Defendants

purchased and financed from The Country Place, a 1996 Colony Factory Crafted HM Limited manufactured home (serial no. SU08574A) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

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

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, BankAmerica Housing Services, a division of Bank of America, fsb, on or about July 16, 1996, as permitted by the Security Agreement.

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

7. Pursuant to the Security Agreement, Defendants promised to pay the financed amount of \$23,188.00.

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

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

10. Plaintiff avers that the approximate retail value of the Manufactured Home is \$19,979.44.

11. Defendants have defaulted under the Security Agreement by failing to make payments when due. As of November 15, 2005, the delinquent payment amount due and owing from Defendants to Plaintiff is \$524.70.

12. As of November 15, 2005, the amount owed by Defendants to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$15,755.80. The interest on said amount is accruing at the daily rate of \$4.27.

13. Defendants have failed to surrender the Manufactured Home upon Plaintiff's demand.

14. On October 3, 2005, Plaintiff provided each Defendant with a Notice of Default, true and correct copies of the same are marked as Exhibits "C" and "D" and are attached hereto and made a part hereof.

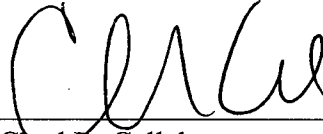
15. Plaintiff is now entitled to immediate possession of the Manufactured Home.

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$15,755.80, plus attorneys fees, costs, interest from November 15, 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

INSTALLMENT CONTRACT SECURITY AGREEMENT



CONT.

MH FIXED RATE CONTRACT

FOR OFFICE USE ONLY	LOAN PLAN: F01
	OFFICE NUMBER: 79075
	DEALER NO.: 750212
	ACCNT. NO.: 75302198

BUYER(S): NAME: MARSHA E. DELP
NAME: ALBERT S. HUNT
NAME: _____
NAME: _____

BUYER'S ADDRESS: P O BOX 68

PROPOSED LOCATION OF MANUFACTURED HOME: R D 4 CITY: LUTHERSBURG COUNTY: CLEARFIELD
PHONE: 814/375-8913 STATE: PA ZIP: 15848
DEVILLE ESTATES DUBOIS, PA 15801 S. SEC. # (S): 297-70-0593 198-58-9354

"I," "me" or "us" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "you" or "your" means the seller and any assignee. This contract will be submitted to the Creditor indicated below, at a local office, and if approved, it will be assigned to that Creditor. On the date of this contract, I buy from you on a credit sale basis the manufactured home described below, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

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

Description of Manufactured Home:

TRADE NAME: COLONY FACTORY CRAFTED HM
YEAR: 96 SERIAL NUMBERS: SU08574A NEW: X USED: _____
MODEL: LIMITED LENGTH: 80 ft WIDTH: 14 ft

ADDITIONAL ACCESSORIES AND FURNISHINGS:

SKIRTING

REFRIGERATOR

PROMISE TO PAY: I promise to pay you the Unpaid Balance shown in (Item 5) with interest at the rate of:

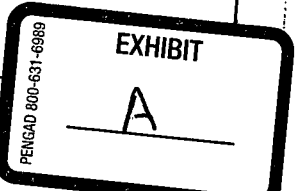
ear until the debt is fully paid. I'll pay this amount in installments as shown in the payment schedule. Each monthly payment will be applied as if its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below. 11.00 % per

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate: 11.00 %	FINANCE CHARGE The dollar amount the credit will cost me: \$ 24,252.80	Amount Financed The amount of credit provided to me or on my behalf: \$ 23,188.00 See #7	Total of Payments The amount I will have paid after I have made all payments as scheduled: \$ 47,440.80 Fin. Charge + Amount Fin.	Total Sale Price The total cost of my purchase on credit including my down payment of: \$ 3,000.00 \$ 50,440.80 Total Pay. + Downpayment
--	--	---	--	--

	Number of Payments	Amount of Payments	When Payments Are Due
My payment schedule will be:	180	\$ 263.56	Monthly, beginning 8 16 19 96
		\$.00	Monthly, beginning . 19
		\$.00	Monthly, beginning . 19
		\$.00	Monthly, beginning . 19

Security: I give you a security interest in: ☒ the goods or property being purchased. _____ real property located at:

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



ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Incl. Sales Tax of \$.00): \$ 25,900.00

2. a. Cash Downpayment \$ 3,000.00

b. Trade-In (Year, Make, Model):

Length Width

Gross Value \$.00 Liens \$.00

(Seller to pay off)

Net Trade-In Value \$.00

Total Downpayment \$ 3,000.00

3. Unpaid Balance of Cash Price (1 minus 2) \$ 22,900.00

4. Amounts paid to others on my behalf:

a. To Insurance Companies:

(1) Property Insurance \$ 268.00

(2) Credit Life Insurance \$.00

b. To Public Officials:

(1) Certificate of Title \$ 15.00

(2) FILING FEES \$ 5.00

c. To Seller:

For: \$.00

(Prepaid Finance Charge)

d. To:

For: \$.00

e. To:

For: \$.00

Total (a + b + c + d + e) \$ 288.00

5. Unpaid Balance (3 plus 4) \$ 23,188.00

6. Prepaid Finance Charge \$.00

7. Amount Financed (5 minus 6) \$ 23,188.00

INSURANCE

PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown:

Type of Insurance	Term	Premium
Broad Form Comp.	0MOS	\$.00
X Mobile Home Owners	12MOS	\$ 268.00
SERV CNTRT		\$

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

CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:

Proposed Insured

Proposed Insured

(Only spouse can be insured jointly.)

This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:

Type of Coverage	Term	Premium
Single		\$
Joint		\$
(signature)	Date	
(signature)	Date	

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

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

SELLER: THE COUNTRY PLACE

SELLER'S ADDRESS: RD #2 BOX 69A

DUBOIS, PA 158010000

SELLER'S SIGNATURE: Fred Borckert

SELLER'S TITLE: Sales Mgr.

If you do not meet your contract obligations, you may lose your manufactured home.
Notice to Buyer: Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

BUYER(S) SIGNATURE(S):

Marsha E Delp
 MARSHA E. DELP

Albert S Hunt
 ALBERT S. HUNT

DATE OF THIS CONTRACT: 7/16/96 .19

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

Marsha E Delp
 (Signature of Buyer)

Albert S Hunt
 (Signature of Co-Buyer)

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

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

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

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

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

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

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

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON OTHER PAGE ("Creditor")

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

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

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

0720252

75302197

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

1,962
962630051003808-001

TITLE
[Barcode]

SUD8574A **96** **COLONY** **50125458401 DE**

VEHICLE IDENTIFICATION NUMBER: **0** YEAR: **10/15/96** MAKE OF VEHICLE: **EXEMPT** TITLE NUMBER: **4**

MM **10/15/96** **10/15/96** **10/15/96** **10/15/96** **10/15/96** **10/15/96** **10/15/96** **10/15/96**

DATE PAID/TITLED: **10/15/96** DATE OF ISSUE: **10/15/96** UNLADEN WEIGHT: **10/15/96** GVWR: **10/15/96** GCWR: **10/15/96** TITLE BRANDS: **10/15/96**

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)
MARSHA E DELP & ALBERT S HUNT
RD 4 DEVILLE EST LOT 7
DU BOIS PA 15801

FIRST LIEN FAVOR OF:
BANK OF AMERICA FSB

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

SECOND LIEN RELEASES: _____ DATE: _____
BY: _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS: **031007**
BANK OF AMERICA FSB
180 SHEREE BLVD
SUITE 3200
EXTON PA 19341

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

SUBSCRIBED AND SWORN TO BEFORE ME: _____

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF A NOTARY

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

LIEN DATE: _____ IF NO LIEN CHECK BOX ☐

FIRST LIENHOLDER

NAME: _____

STREET: _____

CITY: _____

STATE: _____ ZIP: _____

LIEN DATE: _____

SECOND LIENHOLDER

NAME: _____

STREET: _____

CITY: _____

PENGAD 800-631-6889

EXHIBIT
B

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

X

X

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 10/03/2005

Certified Mail Receipt No. 71067112169364705954

Marsha E. Delp
105 Karleski Rd
Dubois, PA 15801-5627

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

Account No: 735030421

Creditor: Green Tree Consumer Discount Company

Brief identification of credit transaction: Manufactured Home Account

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the 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 payments past due (plus \$5.92 in fees and charges) totaling \$528.41.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$528.41, which consists of \$522.49 for past due payments and \$5.92 for late charges, or by doing the following: NA

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

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of \$15,873.07 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 any questions, write Green Tree at the above address or call the number provided.

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

This is an attempt to collect a debt and any information obtained will be used for that purpose.

MULTI

YMNODZZ11.3

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

A. Received by (Please Print Clearly)		B. Date of Delivery	
C. Signature		D. If delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
E. Agent		F. Addressee	

1. Article Addressed to:
2. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No
3. Service Type
4. Certified Mail
Green Tree Consumer Discount Company
Tempe III
7360 South Kyrene Rd
Tempe, AZ 85283-4583

2. Article Number

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

PENGAD 800-631-6989

EXHIBIT

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

GREEN TREE

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 10/03/2005

Certified Mail Receipt No. 71067112169364705961

Albert S. Hunt
105 Karleski Rd
Dubois, PA 15801-5627

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

Account No: 735030421

Creditor: Green Tree Consumer Discount Company

Brief identification of credit transaction: Manufactured Home Account

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the 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 payments past due (plus \$5.92 in fees and charges) totaling \$528.41.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$528.41, which consists of \$522.49 for past due payments and \$5.92 for late charges, or by doing the following: _____ NA _____.

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

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of \$15,873.07 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 any questions, write Green Tree at the above address or call the number provided.

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

This is an attempt to collect a debt and any information obtained will be used for that purpose.

PS Form 3811, JUN 1999

YMNODZZ11.3

1. Article Addressed to: _____

2. Article Number _____

3. Service Type _____

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

5. Signature _____

6. Received by (Please Print Clearly) _____

7. Date of Delivery _____

8. If YES, enter delivery address below: _____

9. If YES, enter delivery address different from item 1? ☐ Yes ☐ No

10. Agent Addressed ☒ Yes ☐ No

11. Signature _____

12. Signature _____

13. Signature _____

14. Signature _____

15. Signature _____

16. Signature _____

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99. Signature _____

100. Signature _____

RETURN RECEIPT
USPS MAIL
DETACH ALONG PERFORATION

EXHIBIT

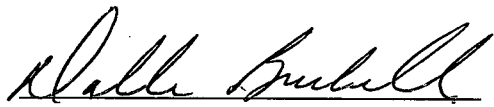
D

PENGAD 800-631-6883

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", written over a horizontal line.

Dalton Baskerville
Collection Manager
Green Tree Consumer Discount Company

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

November 17, 2005

Clearfield County Prothonotary
230 E. Market Street
Clearfield, PA 16830

Re: Green Tree Consumer Discount Company, as Agent and Servicer for Bank of
America, FSB v. Marsha E. Delp and Albert S. Hunt
Our File No. 021035-289

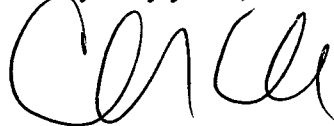
Dear Sir or Madam:

Enclosed please find for filing with your office a Complaint, along with a check for \$85.00 made payable to the "Clearfield County Prothonotary" for the filing fee. Also enclosed is an extra copy of the Complaint; please stamp the same and return to me in the enclosed self-addressed stamped envelope.

Also enclosed is a Sheriff's Directions sheet and a check in the amount of \$100.00 made payable to the to the Clearfield County Sheriff's Department for the fee to serve the Complaint. Kindly forward the Complaint, the Sheriff's Direction Sheet, and the check to the Sheriff's office so that service of the Complaint may be effectuated on the Defendants.

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

Service # 1 of 2 Services

Sheriff Docket # **101029**

GREEN TREE CONSUMER DISCOUNT COMPANY

Case # **05-1822-CD**

vs.

MARSHA E. DELP and ALBERT S. HUNT

TYPE OF SERVICE COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW January 10, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN REPLEVIN "NOT FOUND" AS TO MARSHA E. DELP, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

FILED
018:58:201
JAN 11 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 # **101029**

GREEN TREE CONSUMER DISCOUNT COMPANY

Case # **05-1822-CD**

vs.

MARSHA E. DELP and ALBERT S. HUNT

TYPE OF SERVICE COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW January 10, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN REPLEVIN "NOT FOUND" AS TO ALBERT S. HUNT, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101029
NO: 05-1822-CD
SERVICES 2
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: MARSHA E. DELP and ALBERT S. HUNT

SHERIFF RETURN

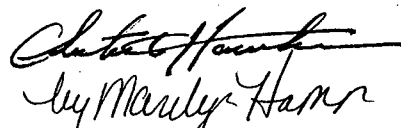
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VOELKER	9320	20.00
SHERIFF HAWKINS	VOELKER	9320	74.29

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, as
Agent and Servicer for Bank of America, FSB,

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

Defendants.

CIVIL DIVISION

No. *05-1822-CD*

TYPE OF PLEADING:
Complaint in Replevin

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

NOV 21 2005

Attest.

William B. Shaw
Prothonotary/
Clerk of Courts

FILED ON BEHALF OF PLAINTIFF:

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

COUNSEL OF RECORD:

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

No.

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

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 982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

No.

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

Defendants.

COMPLAINT IN REPLEVIN

AND NOW, comes Green Tree Consumer Discount Company, as Agent and Servicer for Bank of America, FSB, 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. Marsha E. Delp and Albert S. Hunt, hereinafter referred to as "Defendants," are individuals whose last known address is 105 Karleski Road, Dubois, PA 15801-5627.
2. Green Tree Consumer Discount Company, as Agent and Servicer for Bank of America, FSB hereinafter referred to as "Plaintiff," is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about July 16, 1996, Defendants entered into a "Retail Installment Contract and Security Agreement," hereinafter referred to as the "Security Agreement," whereby Defendants

purchased and financed from The Country Place, a 1996 Colony Factory Crafted HM Limited manufactured home (serial no. SU08574A) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

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

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, BankAmerica Housing Services, a division of Bank of America, fsb, on or about July 16, 1996, as permitted by the Security Agreement.

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

7. Pursuant to the Security Agreement, Defendants promised to pay the financed amount of \$23,188.00.

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

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

10. Plaintiff avers that the approximate retail value of the Manufactured Home is \$19,979.44.

11. Defendants have defaulted under the Security Agreement by failing to make payments when due. As of November 15, 2005, the delinquent payment amount due and owing from Defendants to Plaintiff is \$524.70.

12. As of November 15, 2005, the amount owed by Defendants to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$15,755.80. The interest on said amount is accruing at the daily rate of \$4.27.

13. Defendants have failed to surrender the Manufactured Home upon Plaintiff's demand.

14. On October 3, 2005, Plaintiff provided each Defendant with a Notice of Default, true and correct copies of the same are marked as Exhibits "C" and "D" and are attached hereto and made a part hereof.

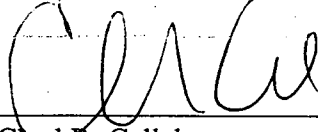
15. Plaintiff is now entitled to immediate possession of the Manufactured Home.

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$15,755.80, plus attorneys fees, costs, interest from November 15, 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

ALLMENT CONTRACT ITY AGREEMENT



MH FIXED RATE CONTRACT

FOR	LOAN PLAN: F01
OFFICE	OFFICE NUMBER: 79075
USE	DEALER NO.: 750212
ONLY	ACCNT. NO.: 75302198

BUYER(S): NAME: MARSHA E. DELP
NAME: ALBERT S. HUNT
NAME: _____
NAME: _____

BUYER'S ADDRESS: P O BOX 68

PROPOSED LOCATION OF MANUFACTURED HOME: R D 4 CITY: LUTHERSBURG COUNTY: CLEARFIELD
PHONE: 814/375-8913 S. SEC. # (S): 297-70-0593 STATE: PA ZIP: 15848
DEVILLE ESTATES DUBOIS, PA 15801 198-58-9354

"I," "me" or "us" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "you" or "your" means the seller and any assignee. This contract will be submitted to the Creditor indicated below, at a local office, and if approved, it will be assigned to that Creditor. On the date of this contract, I buy from you on a credit sale basis the manufactured home described below, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

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

Description of Manufactured Home:	TRADE NAME: COLONY FACTORY CRAFTED HM	MODEL: LIMITED
	SERIAL NUMBERS: YEAR: 96 SU08574A NEW: X USED: _____	LENGTH: 80 ft. WIDTH: 14 ft.
ADDITIONAL ACCESSORIES AND FURNISHINGS:	ITEM SKIRTING SERIAL NUMBER _____	ITEM REFRIGERATOR SERIAL NUMBER _____

I PROMISE TO PAY: I promise to pay you the Unpaid Balance shown in (Item 5) with interest at the rate of:

until the debt is fully paid. I'll pay this amount in installments as shown in the payment schedule. Each monthly payment will be applied as scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below. 11.00 % per

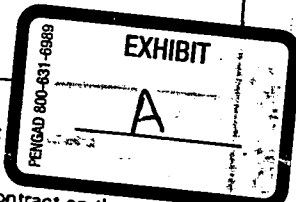
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as yearly rate: 11.00 %	The dollar amount the credit will cost me: \$ 24,252.80	The amount of credit provided to me or on my behalf: \$ 23,188.00 See #7	The amount I will have paid after I have made all payments as scheduled: \$ 47,440.80 Fin. Charge + Amount Fin.	The total cost of my purchase on credit including my down payment of: \$ 3,000.00 \$ 50,440.80 Total Pay + Downpayment

contract terms for additional information
nonpayment, default, required
ment in full before the scheduled
and prepayment refunds and
ties.

payment: If I pay off early, I will not
to pay a penalty, but I will not be
d to a refund of the Prepaid Finance
s, if any.

ty: I give you a security interest in: ☒ the goods or property being purchased.

large: If a payment is more than 15 days late, I will be charged 2 % of the unpaid amount of such payment, not
\$ 5.00
tion: Someone buying my Manufactured Home may, under certain circumstances, be allowed to assume the remainder of the contract on the
original terms.



ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Incl. Sales Tax of \$.00): \$ 25,900.00

2. a. Cash Downpayment \$ 3,000.00

b. Trade-In (Year, Make, Model):

Length _____ Width _____

Gross Value \$.00 Liens \$.00

(Seller to pay off)

Net Trade-In Value \$.00

Total Downpayment \$ 3,000.00

3. Unpaid Balance of Cash Price (1 minus 2) \$ 22,900.00

4. Amounts paid to others on my behalf:

a. To Insurance Companies:

(1) Property Insurance \$ 268.00

(2) Credit Life Insurance \$.00

b. To Public Officials:

(1) Certificate of Title \$ 15.00

(2) FILING FEES \$ 5.00

c. To Seller:

For: \$.00

(Prepaid Finance Charge)

d. To:

For: \$.00

\$.00

e. To:

For: \$.00

Total (a + b + c + d + e) \$ 288.00

Unpaid Balance (3 plus 4) \$ 23,188.00

Prepaid Finance Charge \$.00

Amount Financed (5 minus 6) \$ 23,188.00

INSURANCE

PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown:

Type of Insurance	Term	Premium
Broad Form Comp.	0MOS	\$.00
X Mobile Home Owners	12MOS	\$ 268.00
SERV CNTRT		\$

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

CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:

Type of Coverage	Term	Premium
Single		\$
Joint		\$
(signature)	Date	
(signature)	Date	

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

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

SELLER: THE COUNTRY PLACE

SELLER'S ADDRESS:

RD #2 BOX 69A

DUBOIS, PA 158010000

SELLER'S SIGNATURE:

SELLER'S NAME:

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

Marsha E Delp
(Signature of Buyer)

Albert S Hunt
(Signature of Co-Buyer)

DATE OF THIS CONTRACT: 7/16/96

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

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

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

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

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

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

NOTICE

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

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON OTHER PAGE ("Creditor")

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

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

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

7530219P

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE FOR A VEHICLE

962

962630051003808-001



SU0857NA

96

COLONY

50125458401 DE

VEHICLE IDENTIFICATION NUMBER: SU0857NA
YEAR: 96
MAKE OF VEHICLE: 10/15/96
TITLE NUMBER: 4
BOOK TYPE: 10/15/96
DATE PAID: 10/15/96
DATE OF ISSUE: 10/15/96
PRIOR TITLE STATE: EXEMPT
ODOM. PROCD. DATE: EXEMPT
ODOM. MILES: 4
COOM. STATUS: 4
UNLADEN WEIGHT: GVWR: GCWR: 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
F - OUT OF COUNTRY
G - ORIGINALLY MFGD. FOR NON-CA DISTRIBUTION
H - AGRICULTURAL VEHICLE
L - LOGGING VEHICLE
P - FORMERLY A POLICE VEHICLE
R - RECONSTRUCTED
S - STREET ROD
T - RECOVERED THEFT VEHICLE
V - VEHICLE CONTAINS REISSUED VIN
W - FLOOD VEHICLE
X - FORMERLY A TAXI

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

MARSHA E DELP & ALBERT
S HUNT
RD 4 DEVILLE EST LOT 7
DU BOIS PA 15801

FIRST LIEN FAVOR OF:

BANK OF AMERICA FSB

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

BANK OF AMERICA FSB
180 SHEREE BLVD
SUITE 3200
EXTON PA 19341

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

SUBSCRIBED AND SWORN
TO BEFORE ME

DAY MONTH YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

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SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".
A. ☐ Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).
B. ☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

LIEN

DATE

FIRST LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

LIEN

DATE

SECOND LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

IF NO LIEN
CHECK BOX

PEN-600-631-6889

EXHIBIT

B

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

07202552

X

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

GREEN TREE

X

NOTICE OF DEFAULT
 AND
 RIGHT TO CURE DEFAULT

Date of Notice: 10/03/2005

Certified Mail Receipt No. 71067112169364705954

Marsha E. Delp
 105 Karteski Rd
 Dubois, PA 15801-5627

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

Account No: 735030421

Creditor: Green Tree Consumer Discount Company

Brief identification of credit transaction: Manufactured Home Account

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the 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 payments past due (plus \$5.92 in fees and charges) totaling \$528.41.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$528.41, which consists of \$522.49 for past due payments and \$5.92 for late charges, or by doing the following: NA.

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

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of \$15,373.07 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 any questions, write Green Tree at the above address or call the number provided.

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

This is an attempt to collect a debt and any information obtained will be used for that purpose.

RETURN RECEIPT REQUESTED
 USPS MAIL CARRIER
 DETACH ALONG PERFORATION

PS Form 3849, July 2002 Edition
 YMNODZZ11.3

1. Article Addressed to:		4. Restricted Delivery? (Extra Fee)	
		<input type="checkbox"/> Yes	
3. Service Type		CERTIFIED MAIL	
Green Tree Consumer Discount Company Tempe III 7360 South Kyrene Rd Tempe, AZ 85283-4583			
D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		C. Signature	
E. Agent			
A. Received by (Please Print Clearly)		B. Date of Delivery	

COMPLETE THIS SECTION ON DELIVERY

RETURN RECEIPT REQUESTED
 USPS MAIL CARRIER
 DETACH ALONG PERFORATION

PSN 800-631-6988

EXHIBIT

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

GREEN TREE

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 10/03/2005

Certified Mail Receipt No. 71067112169364705961

Albert S. Hunt
105 Karleski Rd
Dubois, PA 15801-5627

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

Account No: 735030421

Creditor: Green Tree Consumer Discount Company

Brief identification of credit transaction: Manufactured Home Account

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

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

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

This is an attempt to collect a debt and any information obtained will be used for that purpose.

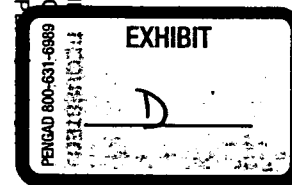
RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

PS Form 3841, JUN 2004
YMNODZZ11.3

1. Article Addressed to:	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Service Type CERTIFIED MAIL	
Green Tree Consumer Discount Company Tempe III 7360 South Kyrene Rd Tempe, AZ 85283-4583	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. Signature <input checked="" type="checkbox"/> Agent	
A. Received by (Please Print Clearly)	B. Date of Delivery

COMPLETE THIS SECTION ON DELIVERY

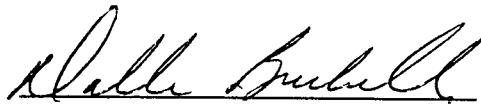
RETURN RECEIPT
USPS MAIL CARRIER
DETACH ALONG PERFORATION



VERIFICATION

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

Defendants.

CIVIL DIVISION

No. 05-1822-CD

TYPE OF PLEADING:
Complaint in Replevin

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

NOV 21 2005

Attest.

Will L. R.
Prothonotary/
Clerk of Courts

FILED ON BEHALF OF PLAINTIFF:

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

COUNSEL OF RECORD:

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

Chad R. Callahan
PA I.D. #82058

Gregory W. Bevington
PA I.D. #92143

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

No.

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

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 982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

No.

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

Defendants.

COMPLAINT IN REPLEVIN

AND NOW, comes Green Tree Consumer Discount Company, as Agent and Servicer for Bank of America, FSB, 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. Marsha E. Delp and Albert S. Hunt, hereinafter referred to as "Defendants," are individuals whose last known address is 105 Karleski Road, Dubois, PA 15801-5627.
2. Green Tree Consumer Discount Company, as Agent and Servicer for Bank of America, FSB hereinafter referred to as "Plaintiff," is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about July 16, 1996, Defendants entered into a "Retail Installment Contract and Security Agreement," hereinafter referred to as the "Security Agreement," whereby Defendants

purchased and financed from The Country Place, a 1996 Colony Factory Crafted HM Limited manufactured home (serial no. SU08574A) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

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

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, BankAmerica Housing Services, a division of Bank of America, fsb, on or about July 16, 1996, as permitted by the Security Agreement.

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

7. Pursuant to the Security Agreement, Defendants promised to pay the financed amount of \$23,188.00.

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

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

10. Plaintiff avers that the approximate retail value of the Manufactured Home is \$19,979.44.

11. Defendants have defaulted under the Security Agreement by failing to make payments when due. As of November 15, 2005, the delinquent payment amount due and owing from Defendants to Plaintiff is \$524.70.

12. As of November 15, 2005, the amount owed by Defendants to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$15,755.80. The interest on said amount is accruing at the daily rate of \$4.27.

13. Defendants have failed to surrender the Manufactured Home upon Plaintiff's demand.

14. On October 3, 2005, Plaintiff provided each Defendant with a Notice of Default, true and correct copies of the same are marked as Exhibits "C" and "D" and are attached hereto and made a part hereof.

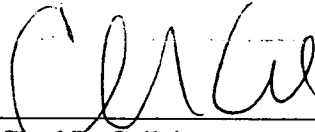
15. Plaintiff is now entitled to immediate possession of the Manufactured Home.

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$15,755.80, plus attorneys fees, costs, interest from November 15, 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', 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

ALLMENT CONTRACT ITY AGREEMENT



MH FIXED RATE CONTRACT

FOR	LOAN PLAN: F01
OFFICE	OFFICE NUMBER: 79075
USE	DEALER NO.: 750212
ONLY	ACCNT. NO.: 75302198

BUYER(S): NAME: MARSHA E. DELP
NAME: ALBERT S. HUNT
NAME: _____
NAME: _____

BUYER'S ADDRESS: P O BOX 68

PROPOSED LOCATION OF MANUFACTURED HOME: R D 4 CITY: LUTHERSBURG COUNTY: CLEARFIELD
PHONE: 814/375-8913 S. SEC. # (S): 297-70-0593 STATE: PA ZIP: 15848
DEVELOPER: DEVILLE ESTATES DUBOIS, PA 15801

"I," "me" or "us" means all persons who sign this contract as buyer or co-buyer, jointly and severally, and "you" or "your" means the seller and any assignee. This contract will be submitted to the Creditor indicated below, at a local office, and if approved, it will be assigned to that Creditor. On the date of this contract, I buy from you on a credit sale basis the manufactured home described below, together with furnishings, equipment, appliances and accessories included in the manufactured home at the time of purchase (called "Manufactured Home").

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

Description of Manufactured Home:

TRADE NAME: COLONY FACTORY CRAFTED HM
YEAR: 96 SERIAL NUMBERS: SU08574A NEW: X USED: _____
MODEL: LIMITED LENGTH: 80 ft WIDTH: 14 ft

ADDITIONAL ACCESSORIES AND FURNISHINGS:

SKIRTING

REFRIGERATOR

I PROMISE TO PAY: I promise to pay you the Unpaid Balance shown in (Item 5) with interest at the rate of:

until the debt is fully paid. I'll pay this amount in installments as shown in the payment schedule. Each monthly payment will be applied as scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below. 11.00 % per

ANNUAL PERCENTAGE RATE

The cost of my credit as yearly rate:

11.00 %

FINANCE CHARGE

The dollar amount the credit will cost me:

\$ 24,252.80

Amount Financed

The amount of credit provided to me or on my behalf:

\$ 23,188.00

Total of Payments

The amount I will have paid after I have made all payments as scheduled:

\$ 47,440.80

Total Sale Price

The total cost of my purchase on credit including my down payment of

\$ 3,000.00

\$ 50,440.80

contract terms for additional information: nonpayment, default, required payment in full before the scheduled and prepayment refunds and ties.

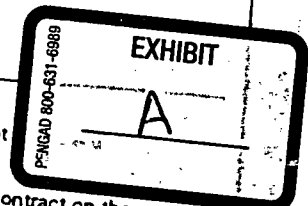
payment: If I pay off early, I will not pay a penalty, but I will not be entitled to a refund of the Prepaid Finance charge, if any.

Security: I give you a security interest in: ☒ the goods or property being purchased.

Penalty: If a payment is more than 15 days late, I will be charged \$ 5.00

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

real property located at:



ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (Incl. Sales Tax of \$.00): \$ 25,900.00

2. a. Cash Downpayment \$ 3,000.00

b. Trade-In (Year, Make, Model):

Length Width

Gross Value \$.00 Liens \$.00

(Seller to pay off)

Net Trade-In Value \$.00

Total Downpayment \$ 3,000.00

3. Unpaid Balance of Cash Price (1 minus 2) \$ 22,900.00

4. Amounts paid to others on my behalf:

a. To Insurance Companies:

(1) Property Insurance \$ 268.00

(2) Credit Life Insurance \$.00

b. To Public Officials:

(1) Certificate of Title \$ 15.00

(2) FILING FEES \$ 5.00

c. To Seller:

For: \$.00

(Prepaid Finance Charge)

d. To:

For: \$.00

\$.00

e. To:

For: \$.00

Total (a + b + c + d + e) \$ 288.00

5. Unpaid Balance (3 plus 4) \$ 23,188.00

6. Prepaid Finance Charge \$.00

7. Amount Financed (5 minus 6) \$ 23,188.00

INSURANCE

PROPERTY INSURANCE: Property Insurance on the Manufactured Home is required for the term of this contract. I have the right to choose the person through whom it is obtained. By marking the appropriate line below, I elect to buy the coverage indicated from you for the term and premium shown:

Type of Insurance	Term	Premium
Broad Form Comp.	0MOS	\$.00
X Mobile Home Owners	12MOS	\$ 268.00
SERV CNTRT		\$

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

CREDIT LIFE INSURANCE: Credit Life Insurance is not required for this contract or a factor in its approval. If I elect Credit Life Insurance, the name(s) of the proposed insured(s) are:

Proposed Insured

Proposed Insured

(Only spouse can be insured jointly.)

This insurance may not pay off all of my debt, and the exact amount of coverage is shown on my policy or certificate. My signature indicates my election to obtain Credit Life Insurance coverage for the term and premium shown:

Type of Coverage	Term	Premium
Single		\$
Joint		\$
(signature)	Date	
(signature)	Date	

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

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

SELLER: THE COUNTRY PLACE

SELLER'S ADDRESS:

RD #2 BOX 69A

DUBOIS, PA 158010000

SELLER'S SIGNATURE:

SELLER'S NAME:

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

Marsha E Delp
(Signature of Buyer)

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

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

BUYER(S) SIGNATURE(S):

Marsha E Delp
MARSHA E. DELP

Albert S Hunt
ALBERT S. HUNT

DATE OF THIS CONTRACT: 7/16/96 .19

Albert S Hunt
(Signature of Co-Buyer)

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

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

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

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

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

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

NOTICE

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

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON OTHER PAGE ("Creditor")

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

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

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

75302197

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE FOR A VEHICLE

962

962630051003808-001



SU08574A

96 COLONY

50125458401 DE

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

MM

0

10/15/96

EXEMPT

4

BOOY TYPE

SEAT CAP

PRIOR TITLE STATE

ODOM. PROCD. DATE

ODOM. MILES

ODOM. STATUS

10/15/96

10/15/96

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

DATE PAID/TITLED

DATE OF ISSUE

- 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
 - F - OUT OF COUNTRY
 - G - ORIGINALLY MFGD. FOR NON-GS DISTRIBUTION
 - H - AGRICULTURAL VEHICLE
 - L - LOGGING VEHICLE
 - P - FORMERLY A POLICE VEHICLE
 - R - RECONSTRUCTED
 - S - STREET ROD
 - T - RECOVERED THEFT VEHICLE
 - V - VEHICLE CONTAINS REISSUED VIN
 - W - FLOOD VEHICLE
 - X - FORMERLY A TAXI

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

MARSHA E DELP & ALBERT
S HUNT
RD 4 DEVILLE EST LOT 7
DU BOIS PA 15801

FIRST LIEN FAVOR OF:

BANK OF AMERICA FSB

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

031007

BANK OF AMERICA FSB
180 SHEREE BLVD
SUITE 3200
EXTON PA 19341

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

SUBSCRIBED AND SWORN
TO BEFORE ME

DAY

MONTH

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

SIGN IN PRESENCE OF A NOTARY

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

- When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common"
- A. ☐ Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).
 - B. ☐ Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

LIEN
DATE

IF NO LIEN
CHECK BOX

FIRST LIENHOLDER

NAME

STREET

CITY

STATE

ZIP

LIEN
DATE

SECOND LIENHOLDER

NAME

STREET

PENGDAD 800-631-6883

EXHIBIT

B

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

07202552

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

GREEN TREE

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 10/03/2005

Certified Mail Receipt No. 71067112169364705954

Marsha E. Delp
105 Karleski Rd
Dubois, PA 15801-5627

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

Account No: 735030421

Creditor: Green Tree Consumer Discount Company

Brief identification of credit transaction: Manufactured Home Account

You are now in default on this credit transaction. You have the right to correct this default within 30 days from the 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 payments past due (plus \$5.92 in fees and charges) totaling \$528.41.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$528.41, which consists of \$522.49 for past due payments and \$5.92 for late charges, or by doing the following: _____ NA _____.

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

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of \$15,873.07 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 any questions, write Green Tree at the above address or call the number provided.

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

This is an attempt to collect a debt and any information obtained will be used for that purpose.

PS Form 3811, July 2004

YMNODZZ1.1.3

1. Article Addressed to: _____

2. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

3. Service Type **CERTIFIED MAIL**

Green Tree Consumer Discount Company
Tempe III
7360 South Kyrene Rd
Tempe, AZ 85283-4583

4. Signature _____

5. Received by (Please Print Clearly) _____

6. Date of Delivery _____

7. Is delivery address different from item 1? ☐ Yes ☒ No

8. If YES, enter delivery address below: _____

9. Agent ☐ Address ☐ No ☐ Yes

10. RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

11. RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

12. EXHIBIT

13. PENGAD 830-531-6888

X

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

GREEN TREE

X

NOTICE OF DEFAULT
 AND
 RIGHT TO CURE DEFAULT

Date of Notice: 10/03/2005

Certified Mail Receipt No. 71067112169364705961

Albert S. Hunt
 105 Karleski Rd
 Dubois, PA 15801-5627

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

Account No: 735030421

Creditor: Green Tree Consumer Discount Company

Brief identification of credit transaction: Manufactured Home Account

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

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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 \$15,873.07 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 any questions, write Green Tree at the above address or call the number provided.

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

This is an attempt to collect a debt and any information obtained will be used for that purpose.

RETURN RECEIPT REQUESTED
 USPS MAIL CARRIER
 DETACH ALONG PERFORATION

PS Form 3811, October 2004 Edition
 YMNODZZ11.3

1. Article Addressed to:		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Article Number		3. Service Type	
<p>CERTIFIED MAIL</p> <p>Green Tree Consumer Discount Company Tempe III 7360 South Kyrene Rd Tempe, AZ 85283-4583</p>			
A. Received by (Please Print Clearly)		B. Date of Delivery	
C. Signature		D. If YES, enter delivery address from item 17	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee <input type="checkbox"/> No <input type="checkbox"/> Yes		If YES, enter delivery address below: <input type="checkbox"/> No <input type="checkbox"/> Yes	

COMPLETE THIS SECTION ON DELIVERY

RETURN RECEIPT
 USPS MAIL CARRIER
 DETACH ALONG PERFORATION

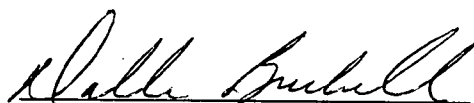
EXHIBIT

D

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", 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,
as Agent and Servicer for Bank of America,
FSB,

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

Defendants.

CIVIL DIVISION

No. 05 1822 CD

TYPE OF PLEADING:
Praecipe to Discontinue

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

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/2:16cm
JAN 11 2006
ICE Atty Callahan
1 cert of disc to
Atty Callahan &
Copy to CIA

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

No. 05 1822 CD

Plaintiff,

v.

Marsha E. Delp and Albert S. Hunt,

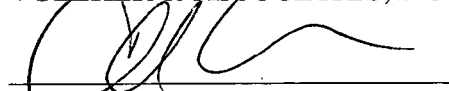
Defendants.

Praeceptum to Discontinue

To the Prothonotary

Kindly discontinue the above matter, without prejudice.

VOELKER & ASSOCIATES, P.C.



Chad R. Callahan

Attorneys for Plaintiff

Voelker & Associates, P.C.

Suite 1410, Allegheny Building

429 Forbes Avenue

Pittsburgh, PA 15219-1604

(412) 765-0543

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

CIVIL DIVISION

COPY

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

Vs.

No. 2005-01822-CD

**Marsha E. Delp
Albert S. Hunt**

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 11, 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 11th day of January A.D. 2006.

William A. Shaw, Prothonotary

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 9, 2006

Clearfield County Prothonotary
230 E. Market Street
Clearfield, PA 16830

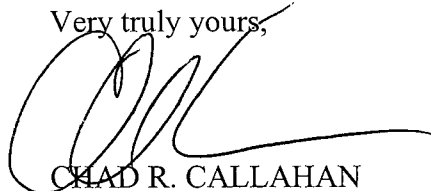
Re: Green Tree Consumer Discount Company, as Agent and Servicer for Bank of
America, FSB v. Marsha E. Delp and Albert S. Hunt
Our File No. 021035-289

Dear Sir or Madam:

Enclosed please find for filing with your office a Praecipe 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