

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

05-1822-CD  
Treen Tree Consum. Vs Marsha Delph al

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-CJ

TYPE OF PLEADING:  
Complaint in Replevin

**FILED**  
m/3:21 am 2005 Shff  
NOV 21 2005 Pa \$85.00  
A44y

William A. Shaw  
Prothonotary

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. Meholic, 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.

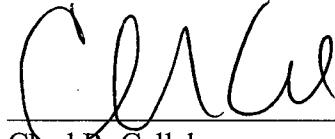
15. Plaintiff is now entitled to immediate possession of the Manufactured Home.

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.



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  
RITY AGREEMENT



CONT.

MH FIXED RATE CONTRACT

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

NAME: MARSHA E. DELP  
NAME: ALBERT S. HUNT  
NAME: \_\_\_\_\_  
NAME: \_\_\_\_\_

BUYER'S  
ADDRESS: P O BOX 68

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

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		
YEAR: 96	LENGTH: 80 ft		
SERIAL NUMBERS: SU08574A	USED: _____	WIDTH: 14 ft	
ITEM: SKIRTING	SERIAL NUMBER: _____	ITEM: REFRIGERATOR	SERIAL NUMBER: _____

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

11.00 % per

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

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: 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	The amount I will have paid after I have made all payments as scheduled: \$ 47,440.80	The total cost of my purchase on credit including my down payment of \$ 3,000.00 \$ 50,440.80

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

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

urity: I give you a security interest in:

the goods or property being purchased.

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

real property located at:

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

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

PENGAD 800-631-6989

EXHIBIT

A

**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  
 .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 SERV CNTRT	12MOS	\$ 268.00
		\$

**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	\$	
	Date	
	(signature)	
	Date	
	(signature)	

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

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:

*7/16/86*

.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 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 in the 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 advanced in this contract, and (3) all proceeds of such Manufactured Home and accessions. This security interest secures payment of 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.

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

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



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, PR, RI, VA, WA, WV (LH), WY

GREEN TREE

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.

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

MULTI

YMNODZZ11.3

10/04

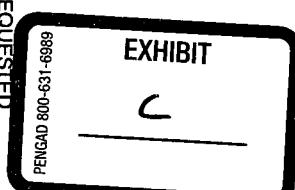
RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature	
D. Is delivery address different from item 17 □ Yes <input type="checkbox"/> Address: _____ □ No <input type="checkbox"/> Addressee: _____	
E. Restrict delivery? (Extra Fee) □ Yes <input type="checkbox"/> □ No <input type="checkbox"/>	

3. Service Type **CERTIFIED MAIL**  
Green Tree Consumer Discount Company  
Tempe III  
7360 South Kyrene Rd  
Tempe, AZ 85283-4583

2. Article Number



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, PR, PA (HO)  
RI, SD, TN, TX (HO), UT, VT, VA, WA, WV (LH), WY

GREEN TREE

X

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.

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

DE7201

10/04

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

COMPLETE THIS SECTION ON DELIVERY

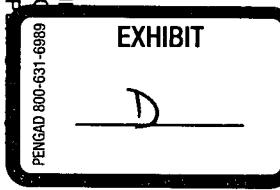
A. Requested by (Please Print Clearly)	B. Date of Delivery
C. Signature	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Address <input type="checkbox"/> Agent	
E. Signature	

1. Article Addressed to:  
4. Registered Delivery?  Extra Fee?  Yes

3. Sender Type **CERTIFIED MAIL**

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

2. Article Number



VERIFICATION

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



Dalton Baskerville  
Collection Manager  
Green Tree Consumer Discount Company

# 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

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November 17, 2005

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

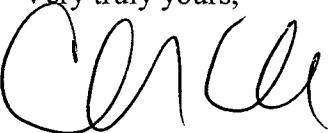
Re: Green Tree Consumer Discount Company, as Agent and Servicer for Bank of America, FSB v. Marsha E. Delp and Albert S. Hunt  
Our File No. 021035-289

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 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**  
018-58601  
JAN 11 2006  
*WS*

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,



\_\_\_\_\_  
by Marley Hays

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-CJ

NOV 21 2005

TYPE OF PLEADING:  
Complaint in Replevin

Attest.

*William B. Brown*  
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 CIVIL DIVISION  
Agent and Servicer for Bank of America, FSB,

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. Meholic, 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.

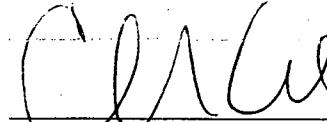
15. Plaintiff is now entitled to immediate possession of the Manufactured Home.

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.



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  
SECURITY AGREEMENT



CONT.



MH FIXED RATE CONTRACT  
LOAN PLAN: F01  
OFFICE NUMBER: 79075  
DEALER NO.: 750212  
ACCNT. NO.: 75302198

YEAR(S): NAME: MARSHA E. DELP  
NAME: ALBERT S. HUNT  
NAME: \_\_\_\_\_

BUYER'S ADDRESS: P O BOX 68

COUNTY: CLEARFIELD

STATE: PA ZIP: 15848  
S. SEC. #S: 297-70-0593 198-58-9354

CITY: LUTHERSBURG

PHONE: 814/375-8913 DEVILLE ESTATES

DUBOIS, PA 15801

PROPOSED LOCATION OF MANUFACTURED HOME: R D 4  
"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	LENGTH: 80 ft. WIDTH: 14 ft
ITEM: SKIRTING	ITEM: REFRIGERATOR
SERIAL NUMBER: _____	SERIAL NUMBER: _____

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

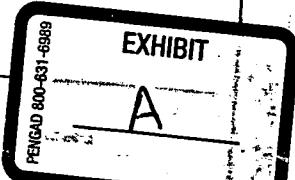
11.00 % per

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 is scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as yearly rate:	The dollar amount the credit will cost me:	The amount of credit provided to me or on my behalf:	The amount I will have paid after I have made all payments as scheduled:	The total cost of my purchase on credit including my down payment of
11.00 %	\$ 24,252.80	\$ 23,188.00	\$ 47,440.80	\$ 3,000.00 \$ 50,440.80
contract terms for additional information nonpayment, default, required ment in full before the scheduled and prepayment refunds and ties.	See #7	Amount Financed Fin. Charge + Amount Fin.	Total Pay. + Downpayment	Total Pay. + Downpayment
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 e, if any.	Number of payments: My payment schedule will be:	Amount of payments: When Payments Are Due		
ty: I give you a security interest in: <input checked="" type="checkbox"/> the goods or property being purchased.	180	\$ 263.56 \$ .00 \$ .00 \$ .00	8 16 .19 96 Monthly, beginning Monthly, beginning Monthly, beginning Monthly, beginning	.19 .19 .19 .19

real property located at:

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





**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 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 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

**URITY INTEREST:** I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in all that are or may hereafter by operation of law become accessions to it, (2) any refunds of unearned insurance premiums in this contract, and (3) all proceeds of such Manufactured Home and accessions. This security interest secures payment 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 contract and any mortgage or deed of trust executed herewith are cumulative, but my right to a Notice of Default and Right to Cure 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 ENTLED TO A REFUND OF THE PREPAID FINANCE CHARGE, IF ANY.**

**PROPERTY INSURANCE:** I am required to insure the Manufactured Home against physical damage for the term of the contract at my expense. The minimum coverage will be Broad Form Comprehensive in an amount equal to the lesser of the actual cash value of the Manufactured Home or the remaining unpaid balance I owe from time to time on this contract. The insurance policy will contain a loss payable clause protecting you (as your interest may appear), and provide for 10 day notice of cancellation to you. I have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this contract, I must obtain no less than the minimum coverage at my expense for the remaining term of the contract. Should I fail to maintain insurance coverage, you may, but are not obligated to, obtain the minimum coverage and such additional coverage as you may reasonably require. If you do so, you will notify me of that fact and 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 would 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 imposed 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 timely 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.

**REPOSESSION OF THE MANUFACTURED HOME:** I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be within 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 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.

75302198

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

TITLE  
 962630051003808-001

**VEHICLE IDENTIFICATION NUMBER:** SU08574A      **YEAR:** 1963      **MAKE OF VEHICLE:** COLONY

**BODY TYPE:** DUR. SEAT CAP.      **PRIOR TITLE STATE:** EXEMPT      **ODOOM. PROD. DATE:** 10/15/96      **ODOOM. MILES:** 50125458401 DE

**DATE PAINTED:** 10/15/96      **DATE OF ISSUE:** 10/15/96      **UNLADEN WEIGHT:**      **GVWR:**

**ODOOMETER STATUS:**  
 1 - ACTUAL MILEAGE  
 2 - MILEAGE EXCEEDS THE MECHANICAL  
 3 - NOT THE ACTUAL MILEAGE  
 4 - NOT THE ACTUAL MILEAGE-ODOOMETER  
 5 - TAMPERING VERIFIED  
 6 - EXEMPT FROM ODOMETER DISCLOSURE

**TITLE BRANDS:**  
 A - ANTIQUE VEHICLE  
 C - CLASSIC VEHICLE  
 F - OUT OF COUNTRY  
 G - ORIGINALLY IMPORTED FOR NON-  
 DISTRIBUTION  
 H - AGRICULTURAL VEHICLE  
 L - LOGGING VEHICLE  
 P - FORMERLY A POLICE VEHICLE  
 R - RECONSTRUCTED  
 S - STREET ROO  
 T - RECOVERED THEFT VEHICLE  
 V - VEHICLE CONTAINS REBUILT V/H  
 W - FLOOD VEHICLE  
 X - FORMERLY A TAXI

**ODOOMETER 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:** \_\_\_\_\_

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

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

**SECOND LIEN RELEASED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**BRADLEY L MALLORY**  
**Secretary of Transportation**

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

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

SUBSCRIBED AND SWORN TO BEFORE ME, THE DAY OF YEAR

**SIGNATURE OF PERSON ADMINISTERING OATH**

**SEAL**

**SIGN IN PRESENCE OF A NOTARY**

The undersigned notary makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other claim(s) set forth here.

**SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER**

**IF NO LIEN CHECK BOX**

**FIRST LIENHOLDER:**  
**NAME:** \_\_\_\_\_  
**STREET:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**LIEN DATE:** \_\_\_\_\_

**SECOND LIENHOLDER:**  
**NAME:** \_\_\_\_\_  
**STREET:** \_\_\_\_\_

**EXHIBIT B**

PENRAD 800-631-6999

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 (HO), NM, NY, NC, ND, OH, OK, AR, PA (HO)  
RI, SD, TN, TX (HO), UT, VT, VA, WA, WV (LH), WY

GREEN TREE

NOTICE OF DEFAULT  
AND  
RIGHT TO CURE DEFAULT

Date of Notice: 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 \$15,373.07 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.

PS Form 3884-2000-01  
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

MULTI

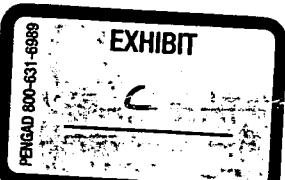
PS Form 3884-2000-01  
This is an attempt to collect a debt and any information obtained will be used for that purpose.

1. Article addressed to:  
2. Registered Delivery?  Extra Fee?  Yes  No  
3. Service Type **CERTIFIED MAIL**  
4. Delivery address different from return address  
a. Return address  
b. Delivery address  
c. Signature  
d. Is delivery address different from return address  
e. Addressee  
f. Account  
g. Addressee  
h. Yes, enter delivery address from line 17  
i. Addressee  
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Green Tree Consumer Discount Company  
Tempe III  
7360 South Kyrene Rd  
Tempe, AZ 85283-4583

A. Recorded by (Please Print Clearly) B. Date of Delivery  
C. Signature  
D. Complete this section on delivery  
E. Signature  
F. Date of Delivery  
G. Address  
H. Address  
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10/04  
RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION



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, PR, RI (HO),  
RI, SD, TN, TX (HO), UT, VT, VA, WA, WV (LH), WY

GREEN TREE

NOTICE OF DEFAULT  
AND  
RIGHT TO CURE DEFAULT

Date of Notice: 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.

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

MULTI

YMMN022Z11.3

PS Form 38-474-1, 2004  
10/04

1. Article Addressed to:  
2. Registered Delivery? (Extra Fee)  Yes  No

3. Service Type CERTIFIED MAIL

4. Is delivery address different from return address?  Yes  No

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VERIFICATION

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

  
\_\_\_\_\_  
Dalton Baskerville  
Collection Manager  
Green Tree Consumer Discount Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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-CB

NOV 21 2005

Attest.

TYPE OF PLEADING:  
Complaint in Replevin

*William B. Ober*  
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

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

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. Meholic, 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.



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  
RITY AGREEMENT



MH FIXED RATE CONTRACT



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

YEAR(S): NAME: MARSHA E. DELP  
NAME: ALBERT S. HUNT  
NAME: \_\_\_\_\_

BUYER'S  
ADDRESS: P O  
BOX 68

CONT.

CITY: LUTHERSBURG

COUNTY: CLEARFIELD

STATE: PA ZIP: 15848

PHONE: 814/375-8913 S. SEC. (S): 297-70-0593 198-58-9354  
CITY: DEVILLE ESTATES DUBOIS, PA 15801

PROPOSED LOCATION OF MANUFACTURED HOME: R D 4  
"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 NEW:  USED: \_\_\_\_\_  
SERIAL NUMBERS: SU08574A MODEL: LIMITED  
LENGTH: 80 ft WIDTH: 14 ft

ITEM SKIRTING	SERIAL NUMBER _____	ITEM REFRIGERATOR	SERIAL NUMBER _____
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PROMISE TO PAY: I promise to pay you the Unpaid Balance shown in (Item 5) with interest at the rate of:

11.00 % per

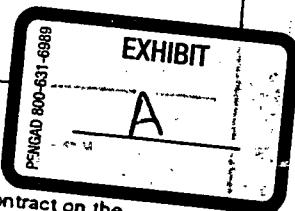
until the debt is fully paid. I'll pay this amount in installments as shown in the payment schedule. Each monthly payment will be applied as is scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
he cost of my credit as Yearly rate:	The dollar amount the credit will cost me:	The amount of credit provided to me or on my behalf:	The amount I will have paid after I have made all payments as scheduled:	The total cost of my purchase on credit including my down payment of
<u>11.00</u> %	<u>\$ 24,252.80</u>	<u>\$ 23,188.00</u>	<u>\$ 47,440.80</u>	<u>\$ 3,000.00</u> <u>\$ 50,440.80</u>
contract terms for additional information nonpayment, default, required ment in full before the scheduled and prepayment refunds and ties.	See <u>Item 5</u>	Fin. Charge	Amount Fin.	Total Pay. / Downpayment
payment: If I pay off early, I will not pay a penalty, but I will not be d to a refund of the Prepaid Finance a, if any.	Number of Payments:	Amount of Payments:	When Payments Are Due:	
My payment schedule will be:	180	\$ 263.56	Monthly, beginning <u>8</u> <u>16</u> . 19 <u>96</u>	
		\$ .00	Monthly, beginning <u>8</u> . 19	
		\$ .00	Monthly, beginning <u>8</u> . 19	
		\$ .00	Monthly, beginning <u>8</u> . 19	

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

real property located at:

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) <u>FILING FEES</u>	\$	5.00	
c. To Seller:			
For:	\$	.00	
(Prepaid Finance Charge)			
d. To:			
For:	\$	.00	
.00			
e. To:			
For:	\$	.00	
.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:

<u>Type of Coverage</u>	<u>Term</u>	<u>Premium</u>
Single	_____	\$ _____
Joint	_____	\$ _____
(signature)		Date _____
(signature)		Date _____

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

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: 7/16/86

DATE OF THIS CONTRACT: 7/1/80 .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

about 5 feet

seen

**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 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, being understood that Creditor relies upon the above warranties and upon said agreements in purchasing this contract.

## ADDITIONAL TERMS AND CONDITIONS

**URITY INTEREST:** I grant you a security interest under the Uniform Commercial Code in (1) the Manufactured Home and in all rights 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 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 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 have the right to choose the person through whom the property insurance policy is obtained. If my insurance coverage expires or is cancelled prior to payment in full of this contract, I must obtain no less than the minimum coverage at my expense for the remaining term of the contract. Should I fail to maintain insurance coverage, you may, but are not obligated to, obtain the minimum coverage and such additional coverage as you may reasonably require. If you do so, you will notify me of that fact and 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 would 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 imposed 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 all 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. This 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.

**REPOSESSION OF THE MANUFACTURED HOME:** I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be within 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 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.

**ALTERNATIVES 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**

TITLE  
 962630051003808-001

1963 COLONY

VEHICLE IDENTIFICATION NUMBER MH	YEAR 1963	MAKE OF VEHICLE 10/15/96	TITLE NUMBER 50125458401 DE
BODY TYPE 10/15/96	SEAT CAP 10/15/96	PRIOR TITLE STATE UNLADEN WEIGHT	EXEMPT 000M. PROD. DATE 000M. MILES 000M. STATUS GWV
DATE PAINTED	DATE OF ISSUE		TITLE BRANDS

**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**

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 FAVOR OF: **BANK OF AMERICA FSB**

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

SECOND LIEN FAVOR OF: \_\_\_\_\_

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

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

SIGNATURE OF PERSON ADMINISTERING OATH

**SIGN IN PRESENCE OF A NOTARY**

The undersigned notary makes application for Certificate of Title to the vehicle described above, subject to the signatures and other conditions set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

IF NO LIEN CHECK BOX

IF NO LIEN CHECK BOX

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

STATE \_\_\_\_\_

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

STATE \_\_\_\_\_

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

STATE \_\_\_\_\_

EXHIBIT B

PENNSAD 800-631-6999

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

0720252

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 (HO), NM, NY, NC, ND, OH, OK, AR (PM, HO)  
RI, SD, TN, TX (HO), UT, VT, VA, WA, WV (LH), WY

GREEN TREE

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

07/04

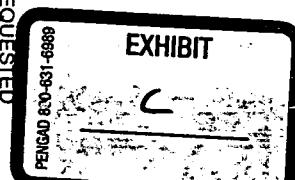
10/04

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

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

1. Article addressed to:  
Green Tree Consumer Discount Company  
Tempe, AZ  
7360 South Kyrene Rd  
Tempe, AZ 85283-4583



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 (HO)  
RI, SD, TN, TX (HO), UT, VT, VA, WA, WV (LH), WY

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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RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

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

PS Form 3814, 4-79, 1-80, 1-81, 1-82, 1-83, 1-84, 1-85, 1-86, 1-87, 1-88, 1-89, 1-90, 1-91, 1-92, 1-93, 1-94, 1-95, 1-96, 1-97, 1-98, 1-99, 1-00, 1-01, 1-02, 1-03, 1-04, 1-05, 1-06, 1-07, 1-08, 1-09, 1-10, 1-11, 1-12, 1-13, 1-14, 1-15, 1-16, 1-17, 1-18, 1-19, 1-20, 1-21, 1-22, 1-23, 1-24, 1-25, 1-26, 1-27, 1-28, 1-29, 1-30, 1-31, 1-32, 1-33, 1-34, 1-35, 1-36, 1-37, 1-38, 1-39, 1-40, 1-41, 1-42, 1-43, 1-44, 1-45, 1-46, 1-47, 1-48, 1-49, 1-50, 1-51, 1-52, 1-53, 1-54, 1-55, 1-56, 1-57, 1-58, 1-59, 1-60, 1-61, 1-62, 1-63, 1-64, 1-65, 1-66, 1-67, 1-68, 1-69, 1-70, 1-71, 1-72, 1-73, 1-74, 1-75, 1-76, 1-77, 1-78, 1-79, 1-80, 1-81, 1-82, 1-83, 1-84, 1-85, 1-86, 1-87, 1-88, 1-89, 1-90, 1-91, 1-92, 1-93, 1-94, 1-95, 1-96, 1-97, 1-98, 1-99, 1-00, 1-01, 1-02, 1-03, 1-04, 1-05, 1-06, 1-07, 1-08, 1-09, 1-10, 1-11, 1-12, 1-13, 1-14, 1-15, 1-16, 1-17, 1-18, 1-19, 1-20, 1-21, 1-22, 1-23, 1-24, 1-25, 1-26, 1-27, 1-28, 1-29, 1-30, 1-31, 1-32, 1-33, 1-34, 1-35, 1-36, 1-37, 1-38, 1-39, 1-40, 1-41, 1-42, 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1-37, 1-38, 1-39, 1-40, 1-41, 1-42, 1-43, 1-44, 1-45, 1-46, 1-47, 1-48, 1-

VERIFICATION

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



Dalton Baskerville  
Collection Manager  
Green Tree Consumer Discount Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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:  
Praeclipe 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** *CC AMY Callahan*  
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*CC AMY Callahan &*  
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*JAN 11 2006* *(mp)*

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,

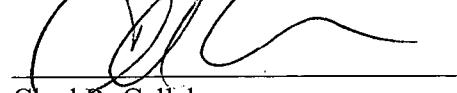
Defendants.

Praeclipe 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

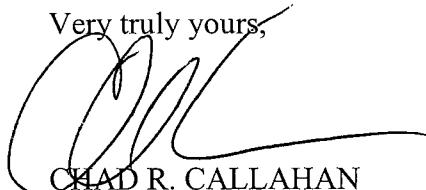
Re: Green Tree Consumer Discount Company, as Agent and Servicer for Bank of America, FSB v. Marsha E. Delp and Albert S. Hunt  
Our File No. 021035-289

Dear Sir or Madam:

Enclosed please find for filing with your office a Praeclipe 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