

06-965-CD
Tammac Corp. vs Rodger L. Clutter et al

Tammac Corp et al vs Rodger Clutter et al
2006-965-CD

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000

TAMMAC CORPORATION,	:	IN THE COURT OF COMMON PLEAS
by assignment, SunBancorp, by and through :	:	OF CLEARFIELD COUNTY
its servicing agent, Tammac Corporation,	:	
now by assignment, TAMMAC	:	
HOLDINGS CORPORATION,	:	
	:	
Plaintiff	:	
vs.	:	CIVIL ACTION - LAW
	:	
RODGER L. CLUTTER and	:	REPLEVIN
JAMIE S. CLUTTER,	:	
	:	
Defendants	:	NO. 06-945-CD

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

FILED

JUN 16 2006
m/jl:ls/atty Shoemaker
William A. Shaw pd 585 a
Prothonotary/Clerk of Courts
Sec. Sherry
1 cc atty

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.

PENNSYLVANIA LAWYER REFERRAL SERVICE
P.O. Box 1086, 100 South St.
Harrisburg, PA 17108
(Pennsylvania residents phone:
1-800-692-7375; out-of-state
residents phone: 1-717-238-6715)

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.

HOURLIGAN, KLUGER & QUINN, P.C.

BY: 

James T. Shoemaker, Esquire

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER
RICHARD M. GOLDBERG
RICHARD S. BISHOP
JAMES T. SHOEMAKER
MICHELLE M. QUINN
DAVID AIKENS, JR.
DAVID W. SABA
AMANDA V. WRIGHT-KLUGER
MICHAEL T. BLAZICK

JOSEPH A. QUINN, JR.
ARTHUR L. PICCONE
JOSEPH E. KLUGER
DONALD C. LIGORIO
RICHARD M. WILLIAMS
TERRENCE J. HERRON
JOSEPH P. MELLODY, JR.
MICHAEL A. LOMBARDI III
KELLY M. OCHREITER

LAW OFFICES
800 THIRD AVENUE
KINGSTON, PA 18704-5815
(570) 287-3000
FACSIMILE (570) 287-8005
E-MAIL: hkq@hkqpc.com

SUITE TWO HUNDRED
434 LACKAWANNA AVENUE
SCRANTON, PA 18503-2014
(570) 346-8414
FACSIMILE (570) 961-5072

OF COUNSEL
ROBERT C. CORDARO

ANDREW HOURIGAN, JR.
1948-1978

*ALSO MEMBER NJ BAR

June 14, 2006

Rodger L. Clutter
8125 Douglas Road
Olanta, PA 16863

Jamie S. Clutter
8125 Douglas Road
Olanta, PA 16863

RE: Account No.: 99-2093
Property Address: 8125 Douglas Road, Olanta, PA 16863

IMPORTANT NOTICE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

UNLESS YOU, WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT, IT WILL BE ASSUMED TO BE VALID.

IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THIRTY (30) DAYS THAT THIS DEBT, OR ANY PORTION THEREOF IS DISPUTED, WE WILL OBTAIN AND FORWARD TO YOU A VERIFICATION OF THE DEBT OR THE JUDGMENT AGAINST YOU. WE WILL ALSO PROVIDE, UPON WRITTEN REQUEST WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

Very truly yours,



James T. Shoemaker

THIS NOTICE DOES NOT SUPERCEDE YOUR OBLIGATIONS UNDER THE FOREGOING NOTICE TO PLEAD

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO.

COMPLAINT

The plaintiff, Tammac Holdings Corporation ("Tammac"), by and through its counsel, Hourigan, Kluger & Quinn P.C., hereby complains against the defendants, Rodger L. Clutter and Jamie S. Clutter (the "Borrowers"), as follows:

1. Tammac is a corporation conducting business in the Commonwealth of Pennsylvania, having an office located at 100 Commerce Boulevard, Suite 200, Wilkes-Barre, PA 18702.
2. The Borrowers are adult individuals having a last known address of 8125 Douglas Road, Olanta, Clearfield County, PA 16863.

3. On or about June 14, 1989, the Borrowers entered into a Pennsylvania manufactured home installment contract (the "Contract") with Showcase Mobile Homes, Inc., which immediately assigned its rights to the Contract to Tammac pursuant to an assignment (the "Assignment"), which Contract was for the purchase/sale of a 1999 Commodore manufactured home bearing serial VIN #CX35074AB (the "Collateral"). (A true and correct copy of the Contract and Assignment is attached hereto as Exhibit "A" and incorporated herein by reference.)

4. By the terms of the Contract, Tammac maintained a security interest in the Collateral, as further evidenced by the Commonwealth of Pennsylvania Department of Transportation Certificate of Title. (A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B" and incorporated herein.)

5. The Contract was assigned to Sun Bancorp, but Tammac retained the servicing of the Contract.

6. The Borrowers defaulted under the terms of the Contract by failing to make monthly payments of principal and interest due under the Contract.

7. The Borrowers are due for their September 14, 2004 payment.

8. The fair market value of the Collateral is unknown, but is believed to be less than the amount due and owing Tammac by the Borrowers under the Contract.

9. Tammac believes and therefore avers that the Borrowers have possession of the Collateral.

10. The Borrowers have failed and refused, despite repeated demands by Tammac, to pay the balance due under the Contract or to deliver possession of the Collateral to Tammac.

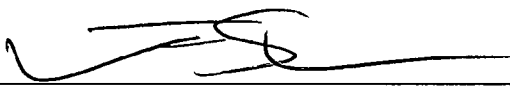
11. The balance of the Contract as of May 22, 2006 was \$62,635.21, consisting of principal in the amount of \$52,805.97, accrued interest in the amount of \$9,802.26, and late charges in the amount of \$235.00, less a partial payment of \$205.02, exclusive of attorneys' fees and costs.

WHEREFORE, Tammac demands judgment in replevin in favor of Tammac and against the Defendants in the amount of \$62,638.21, plus interest from May 21, 2006, attorneys' fees and costs, and requests this Court to enter an Order directing the Prothonotary to issue a writ of possession to the Sheriff directing the Sheriff to seize the Collateral.

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY:



James T. Shoemaker, Esquire

ID No.: 63871

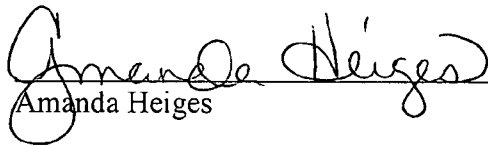
Counsel for the plaintiff, Tammac Holdings Corporation

600 Third Avenue
Kingston, PA 18704
Telephone (570) 287-3000
Facsimile (570) 287-8005

Dated: June 14, 2006

VERIFICATION

I, Amanda Heiges, hereby certify that I am a paralegal with Tammac Holdings Corporation. I have the authority to make this verification on its behalf. The statements contained in the foregoing motion are true and correct to the best of my knowledge or information and belief. I understand that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Amanda Heiges

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 6,300.00
10.5000 %	\$ 102,853.60	\$ 56,125.40	\$ 158,979.00	\$ 165,279.00

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
300	\$ 529.93	Monthly, beginning JULY 14, 1999

Security: You are giving a security interest in the manufactured home being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid. Assumption: Someone buying your manufactured home cannot assume the remainder of this Contract on the original terms.

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

In this Contract, we are the SELLER, **SHOWCASE MOBILE HOMES, INC.** R.D. 1 SHIPPENVILLE PA 16254You are the BUYER(S). **RODGER L CLUTTER** **JAMIE S CLUTTER**
RD 1, OLANTA, PA 16863

PROMISES JOINT AND SEVERABLE: If there is more than one Buyer, each of you promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN: You have traded in the following manufactured home:

\$ N/A \$ N/A -\$ N/A

If a balance is still owing on the manufactured home you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown above as the amount "Still Owing."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss of or damage to the manufactured home and against liability arising out of use or ownership of the manufactured home. If you obtain property insurance through us, the premium costs for the insurance terms indicated below are included in the item called To Property Insurance Company of the ITEMIZATION OF AMOUNT FINANCED section of this Contract. In the section called YOUR PROMISES ABOUT INSURANCE on the reverse side of this Contract, you are promising to insure the manufactured home and keep it insured.

Manufactured Home \$ N/A Term Mos. Other (Describe) \$ N/A Term Mos.
Physical Damage Ins.

Comprehensive on Manufactured Home \$ N/A Term Mos. Other (Describe) \$ N/A Term Mos.

Fire and Theft \$ N/A Term Mos. TOTAL CHARGES \$ N/A

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance is not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available.

By signing, you select Single Credit Life Insurance. What is your age? which costs \$ N/A Years

By signing, you both select Joint Credit Life Insurance, What are your ages? which costs \$ N/A

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of both Buyers to be insured for Joint Credit Life Insurance

Insurer:

MANUFACTURED HOME: You agree to purchase, under the terms of this Contract, the following manufactured home and its appliances, furniture, equipment and fixtures, which is called the "Manufactured Home" in this Contract.

N/U	Year and Manufacturer	Length & Width	Color & Model	Serial Number
N	1999 COMMODORE	28X80	CLAY/GREENGENESIS	SCX35074AB

Equipped with

ASSIGNEE: We may assign this Contract and Security Agreement to an "Assignee." If at any time the Owner of this Contract assigns this Contract to another assignee, the term then refers to such other assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

CO-SIGNER: Any person signing the Co-Signer's Agreement promises, separately and together with all Co-Signers and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Manufactured Home.

CO-OWNER: Any person signing the Co-Owner's Security Agreement gives us a security interest in the Manufactured Home and agrees, separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give us a security interest in the Manufactured Home, in all appliances, furniture, equipment and fixtures (called "accessions") attached to the Manufactured Home at any later time, and in any proceeds of the Manufactured Home, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

By signing below, we agree to sell the Manufactured Home to you under the terms of this Contract.

SELLER **SHOWCASE MOBILE HOMES, INC.**BY: *Susan H. Hike, etc.* 6-14-99 Date

ADDRESS WHERE MANUFACTURED HOME WILL BE KEPT:

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THIS CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

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 *Rodger L. Clutter* (SEAL) 6-14-99 DateBUYER *Jamie S. Clutter* (SEAL) 6/14/99 Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE SIGNING.

BUYER *Rodger L. Clutter* BUYER *Jamie S. Clutter*

NOTICE: SEE REVER

COPY OF THIS CONTRACT AT THE TIME OF

CO-SIGNER OR CO-OWNER

1. PROMISE TO PAY: You agree to pay us the Total Sale Price for the Manufactured Home by making the Total Downpayment and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Manufactured Home. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

2. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

3. COMPUTING INTEREST: We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

4. LATE CHARGE: Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

5. APPLICATION OF PAYMENTS: We will apply payments in the following order of priority: interest, late charges, fees and then principal.

6. PREPAYMENT: You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay this Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make. If you prepay in full, we will refund to you any unearned credit insurance premium you paid.

7. WAIVERS:

a. WAIVER BY SELLER AND ASSIGNEE: We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Manufactured Home and the other security specifically mentioned in this Contract.

b. WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER: You agree to make all payments on or before they are due without our having to ask. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive diligence in collection and all defenses based on suretyship and impairment of collateral or security.

8. INTEREST AFTER MATURITY AND JUDGMENT: Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

9. YOUR PROMISES ABOUT OUR SECURITY INTEREST: You will not permit anyone other than us to obtain a security interest or other rights in the Manufactured Home. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Manufactured Home. You will assist us in having our security interest noted on the Certificate of Title to the Manufactured Home. You will not sell or give away the Manufactured Home. If someone puts a lien on the Manufactured Home, you will pay the obligation and clear the lien.

10. YOUR PROMISES ABOUT THE MANUFACTURED HOME: You will keep the Manufactured Home in good condition and repair. You will pay all taxes and charges on the Manufactured Home. You will pay all costs of maintaining the Manufactured Home. You will not abuse the Manufactured Home or permit anything to be done to the Manufactured Home which will reduce its value, other than for normal wear and use. You will not use the Manufactured Home for illegal purposes or for hire or lease. You will not move the Manufactured Home from your address shown on the front of this Contract to a new permanent place without notifying us in advance. You will permit us to inspect the Manufactured Home at any reasonable time. You agree that the Manufactured Home will, at all times until the Contract is paid in full, remain personal property. You agree to place the Manufactured Home in such a way that it can be removed without substantial damage or impairment of its value. If you plan to place the Manufactured Home on a premises you are leasing, you must obtain a Landlord's Waiver satisfactory to us. The Landlord's Waiver must permit us to enter the premises and to repossess the Manufactured Home, even if you are in default of your lease. You agree that you must perform your promises under this Contract even if the Manufactured Home is lost, damaged or destroyed.

11. YOUR PROMISES ABOUT INSURANCE: You will keep the Manufactured Home insured against fire, theft and other hazards against which owners customarily insure such Manufactured Homes until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect our interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company duly licensed to sell insurance in the state where the Manufactured Home is permanently kept. The insurance policy must provide us with at least 10 days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Manufactured Home, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Manufactured Home if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

12. OUR PROMISES ABOUT INSURANCE: This paragraph applies only if we have contracted to purchase physical damage, comprehensive, fire and/or theft insurance at your expense and the premium has been included in the Amount Financed. If you prepay the sums due on this Contract, unless you specifically request cancellation, the insurance will remain in effect to its scheduled expiration date. If the insurance we obtained for you is cancelled by the insurance company prior to its scheduled expiration date, we will attempt to place comparable insurance with another insurer.

company on your behalf and give you a copy of any insurance policy we obtain on your behalf. If we are unable to do so, we will notify you that you must obtain replacement insurance from an agent or broker of your choice. If replacement coverage results in additional costs to you for the unexpired period of the original insurance policy, we will reimburse you for the costs.

13. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST. MANUFACTURED HOME OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Manufactured Home in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance we may advance money to obtain insurance to cover loss of or damage to the Manufactured Home. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than what you owe on this Contract. We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph is not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract. The promises you made in the sections above called **YOUR PROMISES ABOUT THE MANUFACTURED HOME** and **YOUR PROMISES ABOUT INSURANCE** and our rights under this section shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

14. DEFAULT: In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of this Contract if any one or more of the following things happen:

- You do not make any payment on or before it is due; or
- You do not keep any promise you made in this Contract; or
- You do not keep any promise you made in another contract, note, loan or agreement with Seller or Assignee; or
- You made any untrue statement in the credit application for this Contract; or
- You committed any forgery in connection with this Contract; or
- You die, are convicted of a crime involving fraud or dishonesty, or are found by a court, with jurisdiction to do so, to be incapacitated; or
- You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or
- You use the Manufactured Home or allow someone else to use it in a way that causes it not to be covered by your insurance; or
- You do something that causes the Manufactured Home to be subject to confiscation by government authorities; or
- The Manufactured Home is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- Another creditor tries to take the Manufactured Home or your money on deposit with Assignee by legal process.

15. OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT: If you are in Default of this Contract, we may enforce our rights according to law, after we have given you any applicable notice and/or right to cure as required by law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

- ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on this Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
- REPOSSESSION:** We can repossess the Manufactured Home, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Manufactured Home, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Manufactured Home and taking it to a place for storage.
- VOLUNTARY DELIVERY:** We can ask you to give us the Manufactured Home at a reasonably convenient place. You agree to give us the Manufactured Home if we ask.
- DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

16. SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE MANUFACTURED HOME: If we repossess without using a government official (by replevin):

a. NOTICE: We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Manufactured Home. This Notice will tell you other information required by law.

b. CURE: You have the right to cure your Default at any time before we sell the Manufactured Home. If you cure your Default, this Contract will remain in effect as though the Default had not occurred.

c. REDEMPTION: You have the right to buy back (redeem) the Manufactured Home with 15 days of mailing the Notice of Repossession and at any later time before we sell the Manufactured Home.

d. SALE: If you do not cure your Default or redeem, you give up all claim to and we will sell the Manufactured Home. The money received at sale will be used to pay costs and expenses, and then to pay the amount you owe on this Contract.

e. SURPLUS OR DEFICIENCY: If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

f. EXPENSES: We have the right to charge you, and you agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Manufactured Home as may be allowed by law. These costs will only be due if:

- Default exceeds fifteen (15) days at the time of repossession;
- The costs are actual, necessary and reasonable; and
- We can prove the costs were paid.

17. HEIRS AND PERSONAL REPRESENTATIVES BOUND: After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

18. GOVERNING LAW: This Contract is to be interpreted according to the law of Pennsylvania.

19. SEVERABILITY OF PROVISIONS: If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

20. ASSIGNMENT BY BUYER: Buyer shall not assign this Contract.

21. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.

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

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and the coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for the Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness, unless a shorter term is so marked on the front of this Contract. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

The SELLER. **SHOWCASE MOBILE HOMES, INC.**

R.D. 1

SHIPPENVILLE PA 16254

Name

Address

JAMIE S CLUTTERThe BUYER(S). **RODGER L CLUTTER**

RD 1, , OLANTA, PA 16863

Name

Address

ASSIGNMENTTo induce you, **TAMMAC CORPORATION**

to purchase the Contract dated _____ with a total sale price of **158,979.00** the "Assignee" represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations; our title to the Contract and the Manufactured Home covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Manufactured Home therein described, and all parties thereto are of full age and had the capacity to contract; the description of the Manufactured Home and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount Financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under state law in which the above referenced Contract was executed (if so required) and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to the Contract; a Manufactured Home title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) affixed to the Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing thereon, computed as set forth below and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Manufactured Home is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering the Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased the Contract, and/or to sign Seller's name to this Assignment, without recourse, if this Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Manufactured Home, Seller shall pay to Assignee, in cash, the full balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Manufactured Home and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Manufactured Home therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

☐ **WITH FULL RECOURSE** — Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any payment under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

☐ **WITH REPURCHASE** — Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Manufactured Home, Seller will, if the Manufactured Home is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Manufactured Home, forthwith repurchase the Contract and the Manufactured Home from Assignee for a repurchase price, in cash, computed as set forth above.

By signing below, we agree to the terms of this Assignment.

Seller **SHOWCASE MOBILE HOMES, INC.**By *Karen S. Slick*6-14-99

Date

ORIGINAL

OR ERASURE VOIDS THIS TITLE

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

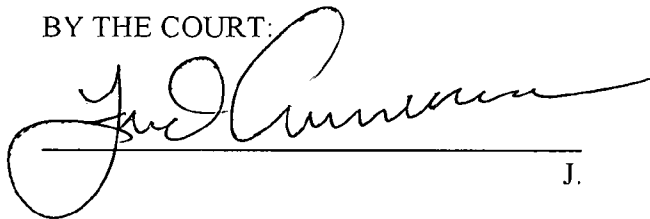
REPLEVIN

NO. 06-966-CO

ORDER

AND NOW, this 19 day of June, 2006, at o'clock m., it is
hereby ordered that there will be a hearing on the plaintiff's motion for writ of seizure, on the
19th day of July, 2006, at 9:30 o'clock, A.m., at the Clearfield County
Courthouse, 230 East Market Street, Clearfield, Pennsylvania, Court Room 1.

BY THE COURT:


J.

sc: Rodger L. Clutter
Jamie S. Clutter
James T. Shoemaker, Esquire

FILED

JUN 19 2006

6/12/30/W

William A. Shaw

Prothonotary/Clerk of Courts

3 COPY TO SHFF

1 COPY TO ATT

(64)

CA

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER ESQUIRE
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO.

PLAINTIFF'S MOTION FOR WRIT OF SEIZURE

The plaintiff, Tammac Holdings Corporation, by and through its counsel, Hourigan, Kluger & Quinn, P.C., hereby submits, pursuant to Pa.R.C.P. 1075.1, its motion for writ of seizure, against the defendants, Rodger L. Clutter and Jamie S. Clutter, as follows:

On even date herewith, the plaintiff is filing a complaint in replevin against the defendants. (A true and correct copy of plaintiff's complaint in replevin is attached hereto pursuant to Pa. R.C.P. No. 1075.1(b), incorporated herein by reference pursuant to Pa. R.C.P. No. 1019(g) and marked as Exhibit "1.")

719865.1

FILED

JUN 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

3 COPY TO SHAW
1 COPY TO HQT

WHEREFORE, the plaintiff prays this Court to enter an Order directing the Prothonotary to issue a writ of seizure to the Sheriff directing the Sheriff to seize the Collateral.

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY: 

James T. Shoemaker, Esquire

ID No.: 63871

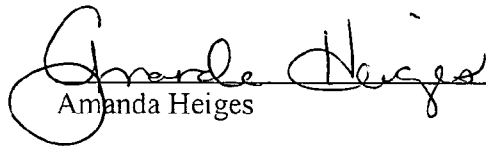
Counsel for the plaintiff, Tammac Holdings Corporation

600 Third Avenue
Kingston, PA 18704
Telephone (570) 287-3000
Facsimile (570) 287-8005

Dated: June H, 2006

VERIFICATION

I, Amanda Heiges, hereby certify that I am a paralegal with Tammac Holdings Corporation. I have the authority to make this verification on its behalf. The statements contained in the foregoing motion are true and correct to the best of my knowledge or information and belief. I understand that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Amanda Heiges

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO.

COMPLAINT

The plaintiff, Tammac Holdings Corporation ("Tammac"), by and through its counsel, Hourigan, Kluger & Quinn P.C., hereby complains against the defendants, Rodger L. Clutter and Jamie S. Clutter (the "Borrowers"), as follows:

1. Tammac is a corporation conducting business in the Commonwealth of Pennsylvania, having an office located at 100 Commerce Boulevard, Suite 200, Wilkes-Barre, PA 18702.
2. The Borrowers are adult individuals having a last known address of 8125 Douglas Road, Olanta, Clearfield County, PA 16863.

3. On or about June 14, 1989, the Borrowers entered into a Pennsylvania manufactured home installment contract (the "Contract") with Showcase Mobile Homes, Inc., which immediately assigned its rights to the Contract to Tammac pursuant to an assignment (the "Assignment"), which Contract was for the purchase/sale of a 1999 Commodore manufactured home bearing serial VIN #CX35074AB (the "Collateral"). (A true and correct copy of the Contract and Assignment is attached hereto as Exhibit "A" and incorporated herein by reference.)

4. By the terms of the Contract, Tammac maintained a security interest in the Collateral, as further evidenced by the Commonwealth of Pennsylvania Department of Transportation Certificate of Title. (A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B" and incorporated herein.)

5. The Contract was assigned to Sun Bancorp, but Tammac retained the servicing of the Contract.

6. The Borrowers defaulted under the terms of the Contract by failing to make monthly payments of principal and interest due under the Contract.

7. The Borrowers are due for their September 14, 2004 payment.

8. The fair market value of the Collateral is unknown, but is believed to be less than the amount due and owing Tammac by the Borrowers under the Contract.

9. Tammac believes and therefore avers that the Borrowers have possession of the Collateral.

10. The Borrowers have failed and refused, despite repeated demands by Tammac, to pay the balance due under the Contract or to deliver possession of the Collateral to Tammac.

11. The balance of the Contract as of May 22, 2006 was \$62,635.21, consisting of principal in the amount of \$52,805.97, accrued interest in the amount of \$9,802.26, and late charges in the amount of \$235.00, less a partial payment of \$205.02, exclusive of attorneys' fees and costs.

WHEREFORE, Tammac demands judgment in replevin in favor of Tammac and against the Defendants in the amount of \$62,638.21, plus interest from May 21, 2006, attorneys' fees and costs, and requests this Court to enter an Order directing the Prothonotary to issue a writ of possession to the Sheriff directing the Sheriff to seize the Collateral.

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY:



James T. Shoemaker, Esquire

ID No.: 63871

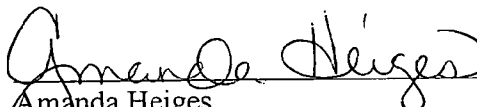
Counsel for the plaintiff, Tammac Holdings Corporation

600 Third Avenue
Kingston, PA 18704
Telephone (570) 287-3000
Facsimile (570) 287-8005

Dated: June 14, 2006

VERIFICATION

I, Amanda Heiges, hereby certify that I am a paralegal with Tammac Holdings Corporation. I have the authority to make this verification on its behalf. The statements contained in the foregoing motion are true and correct to the best of my knowledge or information and belief. I understand that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Amanda Heiges

FILED 2cc Shff
m 110:51/301
JUN 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO. 63871

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704-5815
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO. 06-965-CD

NOTICE OF HEARING FOR SEIZURE OF PROPERTY

Rodger L. Clutter
8125 Douglas Road
Olanta, PA 16863

Jamie S. Clutter
8125 Douglas Road
Olanta, PA 16863

YOU ARE HEREBY notified that:

1. Plaintiff has commenced an action of replevin and has filed a motion for writ of seizure of the property described in the complaint. A copy of the complaint, the motion for writ of seizure, the brief in support of motion for writ of seizure and the Court's Order dated June 19, 2006 is attached to this notice.

2. There will be a hearing on this motion for writ of seizure on July 19, 2006 at 9:30 a.m. at the Clearfield County Courthouse, 230 East Market Street, Clearfield, PA, Courtroom 1.

3. You may appear in person or by a lawyer at the time and place set forth or file written objections setting forth your reasons why the property should not be seized.

4. Your failure to appear at the hearing may result in the seizure of the property claimed by the plaintiff before a final decision in this case.

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY:



James T. Shoemaker, Esquire

I.D. No. 63871

Counsel for the plaintiff, Tammac Corporation, by assignment, SunBancorp, by and through its servicing Agent, Tammac Corporation, now by assignment, Tammac Holdings Corporation

600 Third Avenue
Kingston, PA 18704
(570) 287-3000 Telephone
(570) 287-8005 Facsimile

Dated: June 22, 2006

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO. 06 - 965 - CD

ORDER

AND NOW, this 19th day of June, 2006, at o'clock m., it is
hereby ordered that there will be a hearing on the plaintiff's motion for writ of seizure, on the
19th day of July, 2006, at 9:30 o'clock, A.m., at the Clearfield County
Courthouse, 230 East Market Street, Clearfield, Pennsylvania, Court Room 1.

BY THE COURT: .

/s/ Fredric J. Ammerman

J.

sc: Rodger L. Clutter
Jamie S. Clutter
James T. Shoemaker, Esquire

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

JUN 19 2006

Attest.

William H. H.
Prothonotary/
Clerk of Courts

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER ESQUIRE
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO.

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On even date herewith, the plaintiff is filing a complaint in replevin against the defendants. (A true and correct copy of plaintiff's complaint in replevin is attached hereto pursuant to Pa. R.C.P. No. 1075.1(b), incorporated herein by reference pursuant to Pa. R.C.P. No. 1019(g) and marked as Exhibit "1.")

WHEREFORE, the plaintiff prays this Court to enter an Order directing the Prothonotary to issue a writ of seizure to the Sheriff directing the Sheriff to seize the Collateral.

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY: 

James T. Shoemaker, Esquire

ID No.: 63871

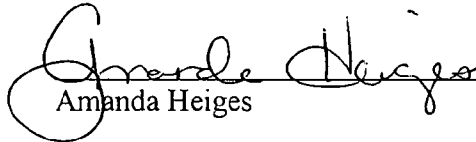
Counsel for the plaintiff, Tammac Holdings Corporation

600 Third Avenue
Kingston, PA 18704
Telephone (570) 287-3000
Facsimile (570) 287-8005

Dated: June 14, 2006

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Amanda Heiges

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REPLEVIN

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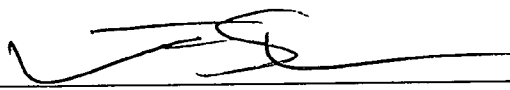
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Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY:



James T. Shoemaker, Esquire

ID No.: 63871

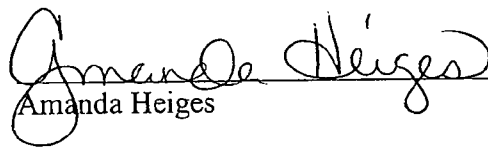
Counsel for the plaintiff, Tammac Holdings Corporation

600 Third Avenue
Kingston, PA 18704
Telephone (570) 287-3000
Facsimile (570) 287-8005

Dated: June 14, 2006

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Amanda Heiges

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
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Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO. 06-965-CO

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

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

719856.1

JUN 16 2006

Attest.

William D. Shaw
Prothonotary/
Clerk of Courts

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.

PENNSYLVANIA LAWYER REFERRAL SERVICE

P.O. Box 1086, 100 South St.
Harrisburg, PA 17108
(Pennsylvania residents phone:
1-800-692-7375; out-of-state
residents phone: 1-717-238-6715)

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.

HOURIGAN, KLUGER & QUINN, P.C.

BY: 

James T. Shoemaker, Esquire

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER
RICHARD M. GOLDBERG
RICHARD S. BISHOP
JAMES T. SHOEMAKER
MICHELLE M. QUINN
DAVID AIKENS, JR.
DAVID W. SABA
AMANDA V. WRIGHT-KLUGER
MICHAEL T. BLAZICK

JOSEPH A. QUINN, JR.
ARTHUR L. PICCONE
JOSEPH E. KLUGER
DONALD C. LIGORIO
RICHARD M. WILLIAMS
TERRENCE J. HERRON
JOSEPH P. MELLODY, JR.
MICHAEL A. LOMBARDI III
KELLY M. OCHREITER

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704-5815
(570) 287-3000
FACSIMILE (570) 287-8005
E-MAIL: hkq@hkqpc.com

SUITE TWO HUNDRED
434 LACKAWANNA AVENUE
SCRANTON, PA 18503-2014
(570) 346-8414
FACSIMILE (570) 961-5072

OF COUNSEL
ROBERT C. CORDARO

ANDREW HOURIGAN, JR.
1948-1978

ALSO MEMBER NJ BAR

June 14, 2006

Rodger L. Clutter
8125 Douglas Road
Olanta, PA 16863

Jamie S. Clutter
8125 Douglas Road
Olanta, PA 16863

RE: Account No.: 99-2093
Property Address: 8125 Douglas Road, Olanta, PA 16863

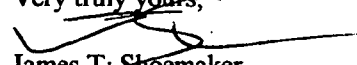
IMPORTANT NOTICE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

UNLESS YOU, WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT, IT WILL BE ASSUMED TO BE VALID.

IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THIRTY (30) DAYS THAT THIS DEBT, OR ANY PORTION THEREOF IS DISPUTED, WE WILL OBTAIN AND FORWARD TO YOU A VERIFICATION OF THE DEBT OR THE JUDGMENT AGAINST YOU. WE WILL ALSO PROVIDE, UPON WRITTEN REQUEST WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

Very truly yours,


James T. Shoemaker

THIS NOTICE DOES NOT SUPERCEDE YOUR OBLIGATIONS UNDER THE FOREGOING NOTICE TO PLEAD

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO.

COMPLAINT

The plaintiff, Tammac Holdings Corporation ("Tammac"), by and through its counsel, Hourigan, Kluger & Quinn P.C., hereby complains against the defendants, Rodger L. Clutter and Jamie S. Clutter (the "Borrowers"), as follows:

1. Tammac is a corporation conducting business in the Commonwealth of Pennsylvania, having an office located at 100 Commerce Boulevard, Suite 200, Wilkes-Barre, PA 18702.
2. The Borrowers are adult individuals having a last known address of 8125 Douglas Road, Olanta, Clearfield County, PA 16863.

3. On or about June 14, 1989, the Borrowers entered into a Pennsylvania manufactured home installment contract (the "Contract") with Showcase Mobile Homes, Inc., which immediately assigned its rights to the Contract to Tammac pursuant to an assignment (the "Assignment"), which Contract was for the purchase/sale of a 1999 Commodore manufactured home bearing serial VIN #CX35074AB (the "Collateral"). (A true and correct copy of the Contract and Assignment is attached hereto as Exhibit "A" and incorporated herein by reference.)

4. By the terms of the Contract, Tammac maintained a security interest in the Collateral, as further evidenced by the Commonwealth of Pennsylvania Department of Transportation Certificate of Title. (A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B" and incorporated herein.)

5. The Contract was assigned to Sun Bancorp, but Tammac retained the servicing of the Contract.

6. The Borrowers defaulted under the terms of the Contract by failing to make monthly payments of principal and interest due under the Contract.

7. The Borrowers are due for their September 14, 2004 payment.

8. The fair market value of the Collateral is unknown, but is believed to be less than the amount due and owing Tammac by the Borrowers under the Contract.

9. Tammac believes and therefore avers that the Borrowers have possession of the Collateral.

10. The Borrowers have failed and refused, despite repeated demands by Tammac, to pay the balance due under the Contract or to deliver possession of the Collateral to Tammac.


11. The balance of the Contract as of May 22, 2006 was \$62,635.21, consisting of principal in the amount of \$52,805.97, accrued interest in the amount of \$9,802.26, and late charges in the amount of \$235.00, less a partial payment of \$205.02, exclusive of attorneys' fees and costs.

WHEREFORE, Tammac demands judgment in replevin in favor of Tammac and against the Defendants in the amount of \$62,638.21, plus interest from May 21, 2006, attorneys' fees and costs, and requests this Court to enter an Order directing the Prothonotary to issue a writ of possession to the Sheriff directing the Sheriff to seize the Collateral.

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY:

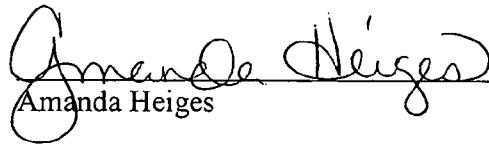

James T. Shoemaker, Esquire
ID No.: 63871
Counsel for the plaintiff, Tammac Holdings Corporation

600 Third Avenue
Kingston, PA 18704
Telephone (570) 287-3000
Facsimile (570) 287-8005

Dated: June 14, 2006

VERIFICATION

I, Amanda Heiges, hereby certify that I am a paralegal with Tammac Holdings Corporation. I have the authority to make this verification on its behalf. The statements contained in the foregoing motion are true and correct to the best of my knowledge or information and belief. I understand that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Amanda Heiges

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price			
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment			
10.5000 %	\$ 102,853.60	\$ 56,125.40	\$ 158,979.00	of \$ 6,300.00			
Your Payment Schedule will be:							
Number of Payments	Amount of Payments	When Payments Are Due					
300	\$ 529.93	Monthly, beginning JULY 14, 1999					
Security: You are giving a security interest in the manufactured home being purchased.							
Prepayment: If you pay off early, you will not have to pay a penalty.							
Filing Fees: \$ 5.00							
Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.							
Assumption: Someone buying your manufactured home cannot assume the remainder of this Contract on the original terms.							
See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.							
e means estimate							

In this Contract, we are the SELLER **SHOWCASE MOBILE HOMES, INC.** R.D. 1 SHIPPENVILLE PA 16254

You are the BUYER(S) **RODGER L CLUTTER** **JAMIE S CLUTTER**
RD 1, OLANTA, PA 16863

PROMISES JOINT AND SEVERABLE: If there is more than one Buyer, each of you promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN: You have traded in the following manufactured home: Year and Make LAW and Model Gross Allowance Still Owning Net Trade-In

If a balance is still owing on the manufactured home you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown above as the amount "Still Owning."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss of or damage to the manufactured home and against liability arising out of use or ownership of the manufactured home. If you obtain property insurance through us, the premium costs for the section of this Contract. In the section called YOUR PROMISES ABOUT INSURANCE on the reverse side of this Contract, you are promising to insure the manufactured home and keep it insured.

Manufactured Home \$ N/A Term Mos. Other (Describe) \$ N/A Term Mos.
Physical Damage Ins. Comprehensive on Manufactured Home \$ N/A Term Mos. Other (Describe) \$ N/A Term Mos.
Fire and Theft \$ N/A Term Mos. TOTAL CHARGES \$ N/A

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance is not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available.

By signing, you select Single Credit Life Insurance, What is your age? which costs \$ N/A Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, What are your ages? which costs \$ N/A

Signature of both Buyers to be insured for Joint Credit Life Insurance

Insurer:

MANUFACTURED HOME: You agree to purchase, under the terms of this Contract, the following manufactured home and its appliances, furniture, equipment and fixtures, which is called the "Manufactured Home" in this Contract.

NU	Year and Manufacturer	Length & Width	Color & Model	Serial Number
N	1999 COMMODORE	28X80	CLAY/GREENGENESIS	XC35074AB

Equipped with

ASSIGNEE: We may assign this Contract and Security Agreement to an "Assignee." If at any time the Owner of this Contract assigns this Contract to another assignee, the term then refers to such other assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

CO-SIGNER: Any person signing the Co-Signer's Agreement promises, separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Manufactured Home.

CO-OWNER: Any person signing the Co-Owner's Security Agreement gives us a security interest in the Manufactured Home and agrees, separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give us a security interest in the Manufactured Home, in all appliances, furniture, equipment and fixtures (called "accessions") attached to the Manufactured Home at any later time, and in any proceeds of the Manufactured Home, including insurance proceeds. The Assignee may set off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

By signing below, we agree to sell the Manufactured Home to you under the terms of this Contract.

SELLER **SHOWCASE MOBILE HOMES, INC.**

BY: Susan A. Hite, etc. 6-14-99 Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE SIGNING.

BUYER Rodger L Clutter BUYER Jamie S Clutter

NOTICE: SEE REVER

ADDRESS WHERE MANUFACTURED HOME WILL BE KEPT:

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THIS CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

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 Rodger L Clutter (SEAL) 6-14-99 Date
BUYER Jamie S Clutter (SEAL) 6/14/99 Date

COPY OF THIS CONTRACT AT THE TIME OF

CO-SIGNER OR CO-OWNER

1. PROMISE TO PAY: You agree to pay us the Total Sale Price for the Manufactured Home by making the Total Downpayment and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Manufactured Home. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

2. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

3. COMPUTING INTEREST: We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

4. LATE CHARGE: Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

5. APPLICATION OF PAYMENTS: We will apply payments in the following order of priority: interest, late charges, fees and then principal.

6. PREPAYMENT: You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay this Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make. If you prepay in full, we will refund to you any unearned credit insurance premium you paid.

7. WAIVERS:

a. WAIVER BY SELLER AND ASSIGNEE: We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Manufactured Home and the other security specifically mentioned in this Contract.

b. WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER: You agree to make all payments on or before they are due without our having to ask. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive diligence in collection and all defenses based on suretyship and impairment of collateral or security.

8. INTEREST AFTER MATURITY AND JUDGMENT: Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

9. YOUR PROMISES ABOUT OUR SECURITY INTEREST: You will not permit anyone other than us to obtain a security interest or other rights in the Manufactured Home. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Manufactured Home. You will assist us in having our security interest noted on the Certificate of Title to the Manufactured Home. You will not sell or give away the Manufactured Home. If someone puts a lien on the Manufactured Home, you will pay the obligation and clear the lien.

10. YOUR PROMISES ABOUT THE MANUFACTURED HOME: You will keep the Manufactured Home in good condition and repair. You will pay all taxes and charges on the Manufactured Home. You will pay all costs of maintaining the Manufactured Home. You will not abuse the Manufactured Home or permit anything to be done to the Manufactured Home which will reduce its value, other than for normal wear and use. You will not use the Manufactured Home for illegal purposes or for hire or lease. You will not move the Manufactured Home from your address shown on the front of this Contract to a new permanent place without notifying us in advance. You will permit us to inspect the Manufactured Home at any reasonable time. You agree that the Manufactured Home will, at all times until this Contract is paid in full, remain personal property. You agree to place the Manufactured Home in such a way that it can be removed without substantial damage or impairment of its value. If you plan to place the Manufactured Home on a premises you are leasing, you must obtain a Landlord's Waiver satisfactory to us. The Landlord's Waiver must permit us to enter the premises and to repossess the Manufactured Home, even if you are in default of your lease. You agree that you must perform your promises under this Contract even if the Manufactured Home is lost, damaged or destroyed.

11. YOUR PROMISES ABOUT INSURANCE: You will keep the Manufactured Home insured against fire, theft and other hazards against which owners customarily insure such Manufactured Homes until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company duly licensed to sell insurance in the state where the Manufactured Home is permanently kept. The insurance policy must provide us with at least 10 days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Manufactured Home, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Manufactured Home if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

12. OUR PROMISES ABOUT INSURANCE: This paragraph applies only if we have contracted to purchase physical damage, comprehensive, fire and/or theft insurance at your expense and the premium has been included in the Amount Financed. If you prepay the sums due on this Contract, unless you specifically request cancellation, the insurance will remain in effect to its scheduled expiration date. If the insurance we obtained for you is cancelled by the insurance company prior to its scheduled expiration date, we will attempt to place comparable insurance with another insurer.

company on your behalf and give you a copy of any insurance policy we obtain on your behalf. If we are unable to do so, we will notify you that you must obtain replacement insurance from an agent or broker of your choice. If replacement coverage results in additional costs to you for the unexpired period of the original insurance policy, we will reimburse you for the costs.

13. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, MANUFACTURED HOME OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Manufactured Home in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance we may advance money to obtain insurance to cover loss of or damage to the Manufactured Home. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than what you owe on this Contract. We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph is not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract. The promises you made in the sections above called YOUR PROMISES ABOUT THE MANUFACTURED HOME AND YOUR PROMISES ABOUT INSURANCE and our rights under this section shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

14. DEFAULT: In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of this Contract if any one or more of the following things happen:

- a. You do not make any payment on or before it is due; or
- b. You do not keep any promise you made in this Contract; or
- c. You do not keep any promise you made in another contract, note, loan or agreement with Seller or Assignee; or
- d. You made any untrue statement in the credit application for this Contract; or
- e. You committed any forgery in connection with this Contract; or
- f. You die, are convicted of a crime involving fraud or dishonesty, or are found by a court, with jurisdiction to do so, to be incapacitated; or
- g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or
- h. You use the Manufactured Home or allow someone else to use it in a way that causes it not to be covered by your insurance; or
- i. You do something that causes the Manufactured Home to be subject to confiscation by government authorities; or
- j. The Manufactured Home is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- k. Another creditor tries to take the Manufactured Home or your money on deposit with Assignee by legal process.

15. OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT: If you are in Default of this Contract, we may enforce our rights according to law, after we have given you any applicable notice and/or right to cure as required by law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

- a. **ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on this Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
- b. **REPOSSESSION:** We can repossess the Manufactured Home, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Manufactured Home, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Manufactured Home and taking it to a place for storage.
- c. **VOLUNTARY DELIVERY:** We can ask you to give us the Manufactured Home at a reasonably convenient place. You agree to give us the Manufactured Home if we ask.
- d. **DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

16. SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE MANUFACTURED HOME: If we repossess without using a government official (by replevin):

a. NOTICE: We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Manufactured Home. This Notice will tell you other information required by law.

b. CURE: You have the right to cure your Default at any time before we sell the Manufactured Home. If you cure your Default, this Contract will remain in effect as though the Default had not occurred.

c. REDEMPTION: You have the right to buy back (redeem) the Manufactured Home with 15 days of making the Notice of Repossession and at any later time before we sell the Manufactured Home.

d. SALE: If you do not cure your Default or redeem, you give up all claim to and we will sell the Manufactured Home. The money received at sale will be used to pay costs and expenses, and then to pay the amount you owe on this Contract.

e. SURPLUS OR DEFICIENCY: If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

f. EXPENSES: We have the right to charge you, and you agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Manufactured Home as may be allowed by law. These costs will only be due if:

1. Default exceeds fifteen (15) days at the time of repossession;
2. The costs are actual, necessary and reasonable; and
3. We can prove the costs were paid.

17. HEIRS AND PERSONAL REPRESENTATIVES BOUND: After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

18. GOVERNING LAW: This Contract is to be interpreted according to the law of Pennsylvania.

19. SEVERABILITY OF PROVISIONS: If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

20. ASSIGNMENT BY BUYER: Buyer shall not assign this Contract.

21. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.

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

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and the coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for the Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness, unless a shorter term is so marked on the front of this Contract. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

The SELLER. **SHOWCASE MOBILE HOMES, INC.**

R.D. 1

SHIPPENVILLE PA 16254

Name

Address

JAMIE S CLUTTERThe BUYER(S). **RODGER L CLUTTER**

RD 1, , OLANTA, PA 16863

Name

Address

ASSIGNMENTTo induce you, **TAMMAC CORPORATION**

the "Assignee"

to purchase the Contract dated _____ with a total sale price of **158,979.00**, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations; our title to the Contract and the Manufactured Home covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Manufactured Home therein described, and all parties thereto are of full age and had the capacity to contract; the description of the Manufactured Home and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount Financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under state law in which the above referenced Contract was executed (if so required) and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to the Contract; a Manufactured Home title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) affixed to the Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Manufactured Home is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering the Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased the Contract, and/or to sign Seller's name to this Assignment, without recourse, if this Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Manufactured Home, Seller shall pay to Assignee, in cash, the full balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Manufactured Home and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Manufactured Home therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

☐ **WITH FULL RECOURSE** — Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any payment under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

☐ **WITH REPURCHASE** — Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Manufactured Home, Seller will, if the Manufactured Home is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Manufactured Home, forthwith repurchase the Contract and the Manufactured Home from Assignee for a repurchase price, in cash, computed as set forth above.

By signing below, we agree to the terms of this Assignment.

Seller **SHOWCASE MOBILE HOMES, INC.**By *Karen Shike*Date 6-14-99**ORIGINAL**

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

8,966

000320055000387-001

CX35074AB

1999

COMMODORE

59307845303 CL

MH

0

2/10/00

EXEMPT

4

2/10/00

2/10/00

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

RODGER L & JAMIE S

CLUTTER

RD 1 SR 2007

P O BOX 453

PLANTA PA 16663

TAMMAC CORP I S A D A

TAMMAC CORP I S A D A

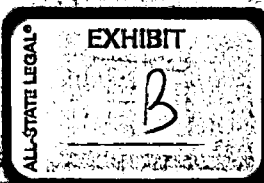
275 MUNDY ST

WILKES BARRE PA 18702

BRADLEY L MALLORY

D. APPLICATION FOR TITLE AND LIEN INFORMATION

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



STORE IN A SAFE PLACE. IF LOST APPLY FOR A

OR ERASURE VOIDS THIS TITLE

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

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER ESQUIRE
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES
600 THIRD AVENUE
KINGSTON PA 18704-5815
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO. 06 - 965 - CD

BRIEF IN SUPPORT OF PLAINTIFF'S MOTION
FOR WRIT OF SEIZURE

The plaintiff, Tammac Holdings Corporation ("Tammac"), by and through its counsel, Hourigan, Kluger & Quinn, P.C., hereby submits its brief in support of plaintiff's motion for writ of seizure against the defendants, Rodger L. Clutter and Jamie S. Clutter (the "Borrowers"), as follows:

I. HISTORY OF THE CASE

Tammac is a corporation conducting business in the Commonwealth of Pennsylvania, having an office located at 100 Commerce Boulevard, Suite 200, Wilkes-Barre, PA 18702. The Borrowers

are adult individuals having a last known address of 8125 Douglas Road, Olanta, Clearfield County, PA 16863.

On or about June 14, 1989, the Borrowers entered into a Pennsylvania manufactured home installment contract (the "Contract") with Showcase Mobile Homes, Inc., which immediately assigned its rights to the Contract to Tammac pursuant to an assignment (the "Assignment"), which Contract was for the purchase/sale of a 1999 Commodore manufactured home bearing serial VIN #CX35074AB (the "Collateral"). (A true and correct copy of the Contract and Assignment is attached hereto as Exhibit "A" and incorporated herein by reference.)

By the terms of the Contract, Tammac maintained a security interest in the Collateral, as further evidenced by the Commonwealth of Pennsylvania Department of Transportation Certificate of Title. (A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B" and incorporated herein.) The Contract was assigned to Sun Bancorp, but Tammac retained the servicing of the Contract.

The Borrowers defaulted under the terms of the Contract by failing to make monthly payments of principal and interest due under the Contract. The Borrowers are due for their September 14, 2004 payment.

The fair market value of the Collateral is unknown, but is believed to be less than the amount due and owing Tammac by the Borrowers under the Contract. Tammac believes and therefore avers that the Borrowers have possession of the Collateral. The Borrowers have failed and refused, despite repeated demands by Tammac, to pay the balance due under the Contract or to deliver possession of the Collateral to Tammac.

The balance of the Contract as of May 22, 2006 was \$62,638.21 consisting of principal in the amount of \$52,805.97, accrued interest in the amount of \$9,802.26, and late charges in the amount of \$235.00, less a partial payment of \$205.02, exclusive of attorneys' fees and costs.

II. STATEMENT OF THE QUESTION INVOLVED

WHETHER TAMMAC IS ENTITLED TO POSSESSION OF THE
COLLATERAL WHEN THE BORROWERS HAVE DEFAULTED
UNDER THE TERMS OF THE NOTE?

III. ARGUMENT

Pa.R.Civ.P. No. 1075.1 sets forth the procedure for the issuance of a prejudgment writ of seizure after notice and hearing which is designed to be in accordance with the due process requirements enumerated in Fuentes v. Shevin, 407 U.S. 67, 92 S.Ct. 1983, 32 L.Ed.2d 556, reh. den., 409 U.S. 902, 93 S.Ct. 177, 34 L.Ed.2d 165 (1972).

The procedure set forth in Pa.R.Civ.P. No. 1075.1 is one of two means for obtaining the remedy of a prejudgment seizure of property in a replevin action. In appropriate cases, the plaintiff may cause a writ of seizure to be issued *ex parte* with notice and a hearing postponed until after the property is seized. See Pa.R.Civ.P. No. 1075.2.

To invoke the remedy of a prejudgment seizure of property in a replevin action after notice and a hearing, the plaintiff must file a motion for writ of seizure. See Pa.R.Civ.P. No. 1075.1(a). The plaintiff may move for the issuance of a writ of seizure after the complaint has been filed, whether or not the complaint has been served. Pa.R.Civ.P. No. 1075.1(a).

Upon the filing of the motion for issuance of a writ of seizure, the court must fix the date and time for a hearing on the motion. See Pa.R.Civ.P. No. 1075.1(a). A hearing on a motion for a writ

of seizure of the property in a replevin action must be held whether or not the defendant or other person found in possession of the property appears. See Pa.R.Civ.P. No. 1075.1(e); see also Equico Lessors Inc. v. Ewing, 281 Pa. Super. 147, 152, 421 A.2d 1190, 1193 (1980) (holding that *prima facie* right established by testimony of plaintiff's employees that property was deteriorating and in jeopardy).

Pursuant to Pa.R.Civ.P. No. 1075.1(e), the court must initially make a determination at the hearing whether the notice required by Pa.R.Civ.P. 1075, or a reasonable attempt to give notice has been made. See 4 Goodrich Amram 2d §1075.1(e):1 (1991). If the court is satisfied that the notice requirements of Pa.R.Civ.P. No. 1075 have been met, the court must determine from the complaint, affidavits, testimony, admissions, or other evidence which may be received whether the plaintiff has established the probable validity of his claim and, if so, the court may order a writ of seizure to be issued upon the filing of a bond as provided by the Pennsylvania Rules of Civil Procedure. See 4 Goodrich Amram 2d §1075.1(e):1.

The rule does not mandate any particular form of hearing on the motion for a writ of seizure. It seems that all that is required is an opportunity for the plaintiff to show that the action is free of fraud, accident, or mistake, and that there is a probability that he or she may sustain his right to possession of the property. See 4 Goodrich Amram 2d §1075.1(e):1 (1991).

The hearing is not for the purpose of making a final determination on the merits of the plaintiff's claimed right to possession of the property, but merely for determining whether the plaintiff has a probable right to possession. See Hamilton Bank v. Seiaer, 22 D&C 3d 534, 537 (1982).

Except where the sheriff is authorized by the plaintiff to leave the subject property in a replevin action with the defendant or any other person found in possession, the Pennsylvania Rules of Civil Procedure require the sheriff, upon service of the writ of seizure, to take possession of the subject property. See Pa.R.Civ.P. No. 1075.4(a); see also Mayer v. Cheltenham Ave. Bldg. Corp., 321 Pa. 193, 196, 183 A. 773, 774 (1936); General Motors Acceptance Corp. v. Burns, 25 D&C 2d 293, 296-300 (1961). Additionally, the form of the writ of seizure prescribed by the Pennsylvania Rules of Civil Procedure specifically directs the sheriff to seize the subject property. See Pa.R.Civ.P. No. 1354. Furthermore, it has been held that even a defendant who is properly in possession of the subject property by virtue of a valid lien is obligated to surrender possession to the sheriff. See Mitchell v. McKinnis, 284 Pa. Super. 469, 473, 426 A.2d 142, 144 (1981) (noting that the defendant had no right to give a counter-bond and keep possession since his lien was fully protected by the plaintiff's bond).

The sheriff must take physical possession of the property. The sheriff has the right to enter the defendants' house for the purpose of searching for the goods, provided that in so doing he does not exceed the limits prescribed by the law. See Kneas v. Fidler, 2 Serg & R 263, 264 (Pa. 1816); Mayer, 321 Pa. at 196, 183 A. at 774. The sheriff has the right to enter a door already opened and may even be authorized to break open doors and enter by force in order to execute the writ of seizure. See Commonwealth v. Temple, 38 D&C 2d 120, 127 (1965). However, the sheriff may use no more force than necessary and must exercise due care. See Mayer, 321 Pa. at 196, 183 A. at 774. The burden is upon the plaintiff in a replevin action to establish every material element of his case upon which an issue is raised under his pleadings. Blossom Prods. Corp. v. National Underwear Co., 325

Pa. 383, 387, 191 A.40, 42 (1937). The plaintiff must establish his right to possession of the subject property by a preponderance of the evidence. See Petition of Allstate Ins. Co., 289 Pa. Super. 329, 333, 433 A.2d 91, 93 (1981). A claimant who asserts a lien and a right to possession until the lien is discharged is not required to prove a title in addition to the right of possession. See Griffin v. Keefer, 30 Dauph. Co. Rep. 315, 317 (1927).

Once the plaintiff establishes his right to possession, the burden of proof shifts to the defendants to prove his right to retain possession. See Petition of Allstate, 289 Pa. Super. at 333, 433 A.2d at 93; Carroll v. Godding, 155 Pa. Super. 490, 492, 38 A.2d 720, 721 (1944); Johnson v. Staples, 135 Pa. Super. 274, 280, 5 A.2d 433, 436 (1939).


IV. CONCLUSION

In light of the foregoing, the plaintiff prays this Court to enter an Order directing the Prothonotary to issue a writ of seizure to the Sheriff directing the Sheriff to seize the Collateral.

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY:


James T. Shoemaker, Esquire
ID No.: 63871
Counsel for the plaintiff, Tammac Holdings Corporation

600 Third Avenue
Kingston, PA 18704
(570) 287-3000 Telephone
(570) 287-8005 Facsimile

Dated: June 14, 2006

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 6,300.00
10.5000 %	\$ 102,853.60	\$ 56,125.40	\$ 158,979.00	\$ 165,279.00

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
300	\$ 529.93	Monthly, beginning JULY 14, 1999

Security: You are giving a security interest in the manufactured home being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

Assumption: Someone buying your manufactured home cannot assume the remainder of this Contract on the original terms.

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

In this Contract,

we are

the SELLER.

Name SHOWCASE MOBILE HOMES, INC.

R.D. 1

SHIPPENSVILLE

PA 16254

You are

Name(s) RODGER L CLUTTER

Address JAMIE S CLUTTER

the BUYER(S).

RD 1, OLANTA, PA 16863

Name(s) Address(es)

PROMISES JOINT AND SEVERABLE: If there is more than one Buyer, each of you promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN: You have traded in the following manufactured home:

Year and Make	L/W and Model	Gross Allowance	Still Owng	Net Trade-In
\$ N/A	\$ N/A	\$ N/A		

If a balance is still owing on the manufactured home you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown above as the amount "Still Owng."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss of or damage to the manufactured home and against liability arising out of use or ownership of the manufactured home. If you obtain property insurance through us, the premium costs for the insurance terms indicated below are included in the item called To Property Insurance Company of the ITEMIZATION OF AMOUNT FINANCED section of this Contract. In the section called YOUR PROMISES ABOUT INSURANCE on the reverse side of this Contract, you are promising to insure the manufactured home and keep it insured.

Manufactured Home \$	N/A	Term	Mos.	Other (Describe)	\$	N/A	Term	Mos.
Physical Damage Ins.								
Comprehensive on \$	N/A	Term	Mos.	Other (Describe)	\$	N/A	Term	Mos.
Manufactured Home								
Fire and Theft \$	N/A	Term	Mos.					

TOTAL CHARGES \$ N/A

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance is not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available.

By signing, you select Single Credit Life Insurance. What is your age? which costs \$ N/A Years

By signing, you both select Joint Credit Life Insurance. What are which costs \$ N/A your ages?

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of both Buyers to be insured for Joint Credit Life Insurance

Insurer

MANUFACTURED HOME: You agree to purchase, under the terms of this Contract, the following manufactured home and its appliances, furniture, equipment and fixtures, which is called the "Manufactured Home" in this Contract.

N/U	Year and Manufacturer	Length & Width	Color & Model	Serial Number
N	1999 COMMODORE	28 X 80	CLAY/GREENGENESIS	CX35074AB

Equipped with

ASSIGNEE: We may assign this Contract and Security Agreement to an "Assignee." If at any time the Owner of this Contract assigns this Contract to another assignee, the term then refers to such other assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

CO-SIGNER: Any person signing the Co-Signer's Agreement promises, separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Manufactured Home.

CO-OWNER: Any person signing the Co-Owner's Security Agreement gives us a security interest in the Manufactured Home and agrees, separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give us a security interest in the Manufactured Home, in all appliances, furniture, equipment and fixtures (called "accessions") attached to the Manufactured Home at any later time, and in any proceeds of the Manufactured Home, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

ADDRESS WHERE MANUFACTURED HOME WILL BE KEPT:

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THIS CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Manufactured Home to you under the terms of this Contract.

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.

SELLER SHOWCASE MOBILE HOMES, INC.

BUYER RODGER L CLUTTER (SEAL) 6-14-99 Date

BY: Susan S. Hike, etc. 6-14-99 Date

BUYER JAMIE S CLUTTER (SEAL) 6/14/99 Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE SIGNING.

BUYER RODGER L CLUTTER BUYER JAMIE S CLUTTER

NOTICE: SEE REVER



COPY OF THIS CONTRACT AT THE TIME OF

CO-SIGNER OR CO-OWNER

ADDITIONAL TERMS AND CONDITIONS

- 1. PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Manufactured Home by making the Total Downpayment and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Manufactured Home. You agree to make payments at the place or to send payments to the address which the Assignee must recently specify in the written notice to you.
- 2. HOW THE TOTAL OF PAYMENTS IS COMPUTED:** The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.
- 3. COMPUTING INTEREST:** We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.
- 4. LATE CHARGE:** Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.
- 5. APPLICATION OF PAYMENTS:** We will apply payments in the following order of priority: interest, late charges, fees and then principal.
- 6. PREPAYMENT:** You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay this Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make. If you prepay in full, we will refund to you any unearned credit insurance premium you paid.
- 7. WAIVERS:**
- a. **WAIVER BY SELLER AND ASSIGNEE:** We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Manufactured Home and the other security specifically mentioned in this Contract.
 - b. **WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER:** You agree to make all payments on or before they are due without our having to ask. You give up any right you may have to require that we enforce our rights against someone else. You agree that we may give up our rights against you or any other person but not against you. You waive diligence in collection and all defenses based on suretyship and impairment of collateral or security.
- 8. INTEREST AFTER MATURITY AND JUDGMENT:** Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.
- 9. YOUR PROMISES ABOUT OUR SECURITY INTEREST:** You will not permit anyone other than us to obtain a security interest or other rights in the Manufactured Home. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Manufactured Home. You will assist us in having our security interest noted on the Certificate of Title to the Manufactured Home. You will not sell or give away the Manufactured Home. If someone puts a lien on the Manufactured Home, you will pay the obligation and clear the lien.
- 10. YOUR PROMISES ABOUT THE MANUFACTURED HOME:** You will keep the Manufactured Home in good condition and repair. You will pay all taxes and charges on the Manufactured Home. You will pay all costs of maintaining the Manufactured Home. You will not abuse the Manufactured Home or permit anything to be done to the Manufactured Home which will reduce its value, either for normal wear and use. You will not use the Manufactured Home for illegal purposes or for hire or lease. You will not move the Manufactured Home from your address shown on the front of this Contract to a new permanent place without notifying us in advance. You will permit us to inspect the Manufactured Home at any reasonable time. You agree that the Manufactured Home will, at all times until this Contract is paid in full, remain personal property. You agree to place the Manufactured Home in such a way that it can be removed without substantial damage or impairment of its value. If you plan to place the Manufactured Home on a premises you are leasing, you must obtain a Landlord's Waiver satisfactory to us. The Landlord's Waiver must permit us to enter the premises and to repossess the Manufactured Home, even if you are in default of your lease. You agree that you must perform your promises under this Contract even if the Manufactured Home is lost, damaged or destroyed.
- 11. YOUR PROMISES ABOUT INSURANCE:** You will keep the Manufactured Home insured against fire, theft and other hazards against which owners customarily insure such Manufactured Homes until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company duly licensed to must provide us with at least 10 days prior written notice of any cancellation or reduction in event of any loss or damage to the Manufactured Home, you will immediately notify us in writing and do so. We may endorse your name to any check, draft or other instrument we receive in payment of repair or replace the Manufactured Home if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.
- 12. OUR PROMISES ABOUT INSURANCE:** This paragraph applies only if we have contracted to purchase physical damage, comprehensive, fire and/or theft insurance at your expense and the premium has been included in the Amount Financed. If you prepay the sums due on this Contract, unless you specifically request cancellation, the insurance will remain in effect to its scheduled expiration date. If the insurance we obtained for you is cancelled by the insurance company prior to its scheduled expiration date, we will attempt to place comparable insurance with another insurance company on your behalf and give you a copy of any insurance policy we obtain on your behalf. If we are unable to do so, we will notify you that you must obtain replacement insurance from an agent or broker of your choice. If replacement coverage results in additional costs to you for the extended period of the original insurance policy, we will reimburse you for the costs.
- 13. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, MANUFACTURED HOME OR INSURANCE:** If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Manufactured Home in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss of or damage to the Manufactured Home. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than what you owe on this Contract. We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph is not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure called YOUR PROMISES ABOUT THE MANUFACTURED HOME and YOUR PROMISES ABOUT INSURANCE and our rights under this section shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.
- 14. DEFAULT:** In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of this Contract if any one or more of the following things happen:
- a. You do not make any payment on or before it is due; or
 - b. You do not keep any promise you made in this Contract; or
 - c. You do not keep any promise you made in another contract, note, loan or agreement with Seller or Assignee; or
 - d. You made any untrue statement in the credit application for this Contract; or
 - e. You committed any forgery in connection with this Contract; or
 - f. You die, are convicted of a crime involving fraud or dishonesty, or are found by a court, with jurisdiction to do so, to be incapacitated; or
 - g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or
 - h. You use the Manufactured Home or allow someone else to use it in a way that causes it not to be covered by your insurance; or
 - i. You do something that causes the Manufactured Home to be subject to confiscation by government authorities; or
 - j. The Manufactured Home is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
 - k. Another creditor tries to take the Manufactured Home or your money on deposit with Assignee by legal process.
- 15. OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT:** If you are in Default of this Contract, we may enforce our rights according to law, after we have given you any applicable notice and/or right to cure as required by law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:
- a. **ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on this Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
 - b. **REPOSSESSION:** We can repossess the Manufactured Home, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by review) do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Manufactured Home, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may erase your license plates in repossessing the Manufactured Home and taking it to a place for storage.
 - c. **VOLUNTARY DELIVERY:** We can ask you to give us the Manufactured Home at a reasonably convenient place. You agree to give us the Manufactured Home if we ask.
 - d. **DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.
- 16. SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE MANUFACTURED HOME:** If we repossess without using a government official by review:
- a. **NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Manufactured Home. This Notice will tell you other information required by law.
 - b. **CURE:** You have the right to cure your Default at any time before we sell the Manufactured Home. If you cure your Default, this Contract will remain in effect as though the Default had not occurred.
 - c. **REDEMPTION:** You have the right to buy back (redeem) the Manufactured Home with 15 days of making the Notice of Repossession and at any later time before we sell the Manufactured Home.
 - d. **SALE:** If you do not cure your Default or redeem, you give up all claim to and we will sell the Manufactured Home. The money received at sale will be used to pay costs and expenses, and then to pay the amount you owe on this Contract.
 - e. **SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.
 - f. **EXPENSES:** We have the right to charge you, and you agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Manufactured Home as may be allowed by law. These costs will only be due if:
 - 1. Default exceeds fifteen (15) days at the time of repossession;
 - 2. The costs are actual, necessary and reasonable; and
 - 3. We can prove the costs were paid.
- 17. HEIRS AND PERSONAL REPRESENTATIVES BOUND:** After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.
- 18. GOVERNING LAW:** This Contract is to be interpreted according to the law of Pennsylvania.
- 19. SEVERABILITY OF PROVISIONS:** If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.
- 20. ASSIGNMENT BY BUYER:** Buyer shall not assign this Contract.
- 21. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.**

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

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and the coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for the Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness, unless a shorter term is so marked on the front of this Contract. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

The SELLER. SHOWCASE MOBILE HOMES, INC.

R.D. 1

SHIPPENVILLE PA 16254

Name

Address

JAMIE S CLUTTERThe BUYER(S). RODGER L CLUTTER

RD 1, , OLANTA, PA 16863

Name

Address

ASSIGNMENT

To induce you, TAMMAC CORPORATION

the "Assignee"

to purchase the Contract dated _____ with a total sale price of 158,979.00, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations; our title to the Contract and the Manufactured Home covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Manufactured Home therein described, and all parties thereto are of full age and had the capacity to contract; the description of the Manufactured Home and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount Financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under state law in which the above referenced Contract was executed (if so required) and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to the Contract; a Manufactured Home title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) affixed to the Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing thereon, computed as set forth below and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Manufactured Home is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering the Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased the Contract, and/or to sign Seller's name to this Assignment, without recourse, if this Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Manufactured Home, Seller shall pay to Assignee, in cash, the full balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Manufactured Home and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Manufactured Home therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

☐ **WITH FULL RECOURSE** — Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any payment under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

☐ **WITH REPURCHASE** — Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Manufactured Home, Seller will, if the Manufactured Home is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Manufactured Home, forthwith repurchase the Contract and the Manufactured Home from Assignee for a repurchase price, in cash, computed as set forth above.

By signing below, we agree to the terms of this Assignment.

Seller SHOWCASE MOBILE HOMES, INC.By Susan SlikeDate 6-14-99

ORIGINAL

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

8-966

000320055000387-001

CX350748

1999

COMMODORE

54302495401-CL

HH

0

2/10/00

EXEMPT

2/10/00

2/10/00

UNLADEN WEIGHT

GVW

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

RODGER L & JAMIE S

PLUMMER

PO BOX 2007

PO BOX 057

QUANTA CA 06563

PAINTING CORP

S A D A

PAINTING CORP S A D A

275 HUNDY ST

WILKES BARRE PA 18702

D. APPLICATION FOR TITLE AND LIEN INFORMATION

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



STORE IN A SAFE PLACE - IF LOST APPLY FOR A

OR ERASURE VOIDS THIS TITLE

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

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO. 63871

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704-5815
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

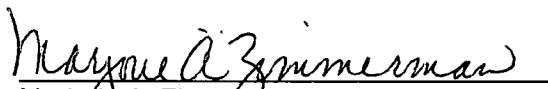
NO. 06-965-CD

AFFIDAVIT OF SERVICE

I, Marjorie A. Zimmerman, Legal Assistant to James T. Shoemaker, Esquire, counsel for the plaintiff, Tammac Corporation, being duly sworn according to law, depose and say as follows:

1. On June 22, 2006, a notice of hearing for seizure of property scheduling hearing for July 19, 2006, in the above-captioned matter was sent to the defendant, Jamie S. Clutter, via U.P.S. next day air, tracking #1Z F14 A09 22 1007 038 0.

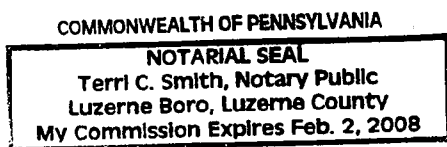
2. On June 26, 2006, an automated recording of U.P.S. confirmed that the above-referenced package was delivered to 8125 Douglas Road, Olanta, PA 16863, on June 23, 2006 at 12:06 p.m.


Marjorie A. Zimmerman

Sworn to before me this
26th day of June, 2006.


Notary Public

724192.1



FILED ^{no cc}
m11:25304
JUN 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO. 63871

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704-5815
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

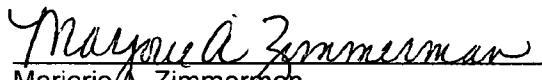
NO. 06-965-CD

AFFIDAVIT OF SERVICE

I, Marjorie A. Zimmerman, Legal Assistant to James T. Shoemaker, Esquire, counsel for the plaintiff, Tammac Corporation, being duly sworn according to law, depose and say as follows:

1. On June 22, 2006, a notice of hearing for seizure of property scheduling hearing for July 19, 2006, in the above-captioned matter was sent to the defendant, Rodger L. Clutter, via U.P.S. next day air, tracking #1Z F14 A09 22 1007 037 1.

2. On June 26, 2006, an automated recording of U.P.S. confirmed that the above-referenced package was delivered to 8125 Douglas Road, Olanta, PA 16863, on June 23, 2006 at 12:06 p.m.


Marjorie A. Zimmerman

Sworn to before me this
26th day of June, 2006.


Notary Public

724191.1

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Terri C. Smith, Notary Public
Luzerne Boro, Luzerne County
My Commission Expires Feb. 2, 2008

FILED *no cc*
m/ 1:25 PM
JUN 28 2006


William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101660
NO: 06-965-CD
SERVICE # 1 OF 2
NOTICE OF HEARING FOR SEIZURE OF

PROPERTY

PLAINTIFF: TAMMAC CORPORATION, by assignment
vs.
DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

SHERIFF RETURN

NOW, June 26, 2006 AT 9:09 AM SERVED THE WITHIN NOTICE OF HEARING FOR SEIZURE OF PROPERTY ON RODGER L. CLUTTER DEFENDANT AT 8125 DOUGLAS ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHELSEA CLUTTER, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF HEARING FOR SEIZURE OF PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
07/14/06
JUL 06 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101660
NO: 06-965-CD
SERVICE # 2 OF 2
NOTICE OF HEARING FOR SEIZURE OF

PROPERTY

PLAINTIFF: TAMMAC CORPORATION, by assignment
vs.
DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

SHERIFF RETURN

NOW, June 26, 2006 AT 9:09 AM SERVED THE WITHIN NOTICE OF HEARING FOR SEIZURE OF PROPERTY ON JAMIE S. CLUTTER DEFENDANT AT 8125 DOUGLAS ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHELSEA CLUTTER, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF HEARING FOR SEIZURE OF PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101660
NO: 06-965-CD
SERVICES 2
NOTICE OF HEARING FOR SEIZURE OF

PROPERTY

PLAINTIFF: TAMMAC CORPORATION, by assignment
vs.
DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

SHERIFF RETURN


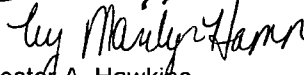
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HOURIGAN	114114	20.00
SHERIFF HAWKINS	HOURIGAN	114114	33.79

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by 
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101659
NO: 06-965-CD
SERVICE # 1 OF 2
COMPLAINT IN REPLEVIN, MOT./WRIT OF

SEIZURE/ORDER

PLAINTIFF: TAMMAC CORPORATION By assignment
vs.
DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

SHERIFF RETURN

NOW, June 26, 2006 AT 9:09 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN, MOT./WRIT OF SEIZURE/ORDER ON RODGER L. CLUTTER DEFENDANT AT 8125 DOUGLAS ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHELSEA CLUTTER, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN, MOT./WRIT OF SEIZURE/ORDER AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
01:43 PM
JUL 06 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101659
NO: 06-965-CD
SERVICE # 2 OF 2
COMPLAINT IN REPLEVIN, MOT./WRIT OF

SEIZURE/ORDER

PLAINTIFF: TAMMAC CORPORATION By assignment
vs.
DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

SHERIFF RETURN

NOW, June 26, 2006 AT 9:09 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN, MOT./WRIT OF SEIZURE/ORDER ON JAMIE S. CLUTTER DEFENDANT AT 8125 DOUGLAS ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHELSEA CLUTTER, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN, MOT./WRIT OF SEIZURE/ORDER AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101659
NO: 06-965-CD
SERVICES 2
COMPLAINT IN REPLEVIN, MOT./WRIT OF

SEIZURE/ORDER

PLAINTIFF: TAMMAC CORPORATION By assignment

vs.

DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

SHERIFF RETURN

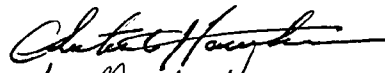

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HOURIGAN	113969	20.00
SHERIFF HAWKINS	HOURIGAN	113969	33.79

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,

Chester A. Hawkins
Sheriff

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO. 06-965-CD

ORDER

AND NOW, this 19 day of June, 2006, at o'clock .m., it is
hereby ordered that there will be a hearing on the plaintiff's motion for writ of seizure, on the
19TH day of July, 2006, at 9:30 o'clock, A .m., at the Clearfield County
Courthouse, 230 East Market Street, Clearfield, Pennsylvania, Court Room 1.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

sc: Rodger L. Clutter
Jamie S. Clutter
James T. Shoemaker, Esquire

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

JUN 19 2006

Attest.

William A. R.
Prothonotary/
Clerk of Courts

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER ESQUIRE
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO.

PLAINTIFF'S MOTION FOR WRIT OF SEIZURE

The plaintiff, Tammac Holdings Corporation, by and through its counsel, Hourigan, Kluger & Quinn, P.C., hereby submits, pursuant to Pa.R.C.P. 1075.1, its motion for writ of seizure, against the defendants, Rodger L. Clutter and Jamie S. Clutter, as follows:

On even date herewith, the plaintiff is filing a complaint in replevin against the defendants. (A true and correct copy of plaintiff's complaint in replevin is attached hereto pursuant to Pa. R.C.P. No. 1075.1(b), incorporated herein by reference pursuant to Pa. R.C.P. No. 1019(g) and marked as Exhibit "1.")

WHEREFORE, the plaintiff prays this Court to enter an Order directing the Prothonotary to issue a writ of seizure to the Sheriff directing the Sheriff to seize the Collateral.

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY: 

James T. Shoemaker, Esquire

ID No.: 63871

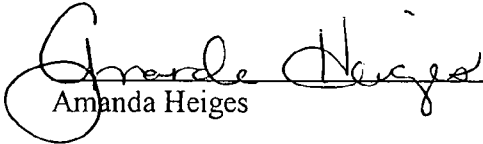
Counsel for the plaintiff, Tammac Holdings Corporation

600 Third Avenue
Kingston, PA 18704
Telephone (570) 287-3000
Facsimile (570) 287-8005

Dated: June 14, 2006

VERIFICATION

I, Amanda Heiges, hereby certify that I am a paralegal with Tammac Holdings Corporation. I have the authority to make this verification on its behalf. The statements contained in the foregoing motion are true and correct to the best of my knowledge or information and belief. I understand that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Amanda Heiges

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO.

COMPLAINT

The plaintiff, Tammac Holdings Corporation ("Tammac"), by and through its counsel, Hourigan, Kluger & Quinn P.C., hereby complains against the defendants, Rodger L. Clutter and Jamie S. Clutter (the "Borrowers"), as follows:

1. Tammac is a corporation conducting business in the Commonwealth of Pennsylvania, having an office located at 100 Commerce Boulevard, Suite 200, Wilkes-Barre, PA 18702.
2. The Borrowers are adult individuals having a last known address of 8125 Douglas Road, Olanta, Clearfield County, PA 16863.

3. On or about June 14, 1989, the Borrowers entered into a Pennsylvania manufactured home installment contract (the "Contract") with Showcase Mobile Homes, Inc., which immediately assigned its rights to the Contract to Tammac pursuant to an assignment (the "Assignment"), which Contract was for the purchase/sale of a 1999 Commodore manufactured home bearing serial VIN #CX35074AB (the "Collateral"). (A true and correct copy of the Contract and Assignment is attached hereto as Exhibit "A" and incorporated herein by reference.)

4. By the terms of the Contract, Tammac maintained a security interest in the Collateral, as further evidenced by the Commonwealth of Pennsylvania Department of Transportation Certificate of Title. (A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B" and incorporated herein.)

5. The Contract was assigned to Sun Bancorp, but Tammac retained the servicing of the Contract.

6. The Borrowers defaulted under the terms of the Contract by failing to make monthly payments of principal and interest due under the Contract.

7. The Borrowers are due for their September 14, 2004 payment.

8. The fair market value of the Collateral is unknown, but is believed to be less than the amount due and owing Tammac by the Borrowers under the Contract.

9. Tammac believes and therefore avers that the Borrowers have possession of the Collateral.

10. The Borrowers have failed and refused, despite repeated demands by Tammac, to pay the balance due under the Contract or to deliver possession of the Collateral to Tammac.

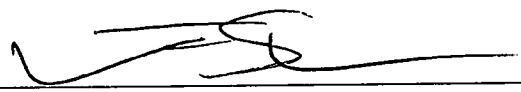
11. The balance of the Contract as of May 22, 2006 was \$62,635.21, consisting of principal in the amount of \$52,805.97, accrued interest in the amount of \$9,802.26, and late charges in the amount of \$235.00, less a partial payment of \$205.02, exclusive of attorneys' fees and costs.

WHEREFORE, Tammac demands judgment in replevin in favor of Tammac and against the Defendants in the amount of \$62,638.21, plus interest from May 21, 2006, attorneys' fees and costs, and requests this Court to enter an Order directing the Prothonotary to issue a writ of possession to the Sheriff directing the Sheriff to seize the Collateral.

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY:

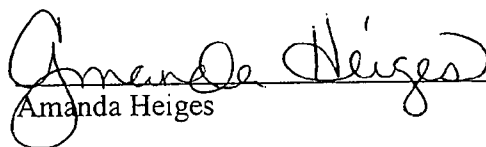

James T. Shoemaker, Esquire
ID No.: 63871
Counsel for the plaintiff, Tammac Holdings Corporation

600 Third Avenue
Kingston, PA 18704
Telephone (570) 287-3000
Facsimile (570) 287-8005

Dated: June 14, 2006

VERIFICATION

I, Amanda Heiges, hereby certify that I am a paralegal with Tammac Holdings Corporation. I have the authority to make this verification on its behalf. The statements contained in the foregoing motion are true and correct to the best of my knowledge or information and belief. I understand that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Amanda Heiges

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through :
its servicing agent, Tammac Corporation, :
now by assignment, TAMMAC :
HOLDINGS CORPORATION, :

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO. 06-965-CD

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

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

719856.1

JUN 16 2006

Attest.

William L. Shum
Prothonotary/
Clerk of Courts

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.

PENNSYLVANIA LAWYER REFERRAL SERVICE

P.O. Box 1086, 100 South St.
Harrisburg, PA 17108
(Pennsylvania residents phone:
1-800-692-7375; out-of-state
residents phone: 1-717-238-6715)

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.

HOURIGAN, KLUGER & QUINN, P.C.

BY: 

James T. Shoemaker, Esquire

HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER
RICHARD M. GOLDBERG
RICHARD S. BISHOP
JAMES T. SHOEMAKER
MICHELLE M. QUINN
DAVID AIKENS, JR.
DAVID W. SABA
AMANDA V. WRIGHT-KLUGER
MICHAEL T. BLAZICK

JOSEPH A. QUINN, JR.
ARTHUR L. PICCONE
JOSEPH E. KLUGER
DONALD C. LIGORIO
RICHARD M. WILLIAMS
TERRENCE J. HERRON
JOSEPH P. MELLODY, JR.
MICHAEL A. LOMBARDO III
KELLY M. OCHREITER

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704-5815
(570) 287-3000
FACSIMILE (570) 287-8005

E-MAIL: hkq@hkqpc.com

SUITE TWO HUNDRED
434 LACKAWANNA AVENUE
SCRANTON, PA 18503-2014
(570) 346-8414
FACSIMILE (570) 961-5072

OF COUNSEL
ROBERT C. CORDARO

ANDREW HOURIGAN, JR.
1948-1978

ALSO MEMBER NJ BAR

June 14, 2006

Rodger L. Clutter
8125 Douglas Road
Olanta, PA 16863

Jamie S. Clutter
8125 Douglas Road
Olanta, PA 16863

RE: Account No.: 99-2093
Property Address: 8125 Douglas Road, Olanta, PA 16863

IMPORTANT NOTICE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

UNLESS YOU, WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT, IT WILL BE ASSUMED TO BE VALID.

IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THIRTY (30) DAYS THAT THIS DEBT, OR ANY PORTION THEREOF IS DISPUTED, WE WILL OBTAIN AND FORWARD TO YOU A VERIFICATION OF THE DEBT OR THE JUDGMENT AGAINST YOU. WE WILL ALSO PROVIDE, UPON WRITTEN REQUEST WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

Very truly yours,


James T. Shoemaker

THIS NOTICE DOES NOT SUPERCEDE YOUR OBLIGATIONS UNDER THE FOREGOING NOTICE TO PLEAD

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES
600 THIRD AVENUE
KINGSTON, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO.

COMPLAINT

The plaintiff, Tammac Holdings Corporation ("Tammac"), by and through its counsel, Hourigan, Kluger & Quinn P.C., hereby complains against the defendants, Rodger L. Clutter and Jamie S. Clutter (the "Borrowers"), as follows:

1. Tammac is a corporation conducting business in the Commonwealth of Pennsylvania, having an office located at 100 Commerce Boulevard, Suite 200, Wilkes-Barre, PA 18702.
2. The Borrowers are adult individuals having a last known address of 8125 Douglas Road, Olanta, Clearfield County, PA 16863.

3. On or about June 14, 1989, the Borrowers entered into a Pennsylvania manufactured home installment contract (the "Contract") with Showcase Mobile Homes, Inc., which immediately assigned its rights to the Contract to Tammac pursuant to an assignment (the "Assignment"), which Contract was for the purchase/sale of a 1999 Commodore manufactured home bearing serial VIN #CX35074AB (the "Collateral"). (A true and correct copy of the Contract and Assignment is attached hereto as Exhibit "A" and incorporated herein by reference.)

4. By the terms of the Contract, Tammac maintained a security interest in the Collateral, as further evidenced by the Commonwealth of Pennsylvania Department of Transportation Certificate of Title. (A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B" and incorporated herein.)

5. The Contract was assigned to Sun Bancorp, but Tammac retained the servicing of the Contract.

6. The Borrowers defaulted under the terms of the Contract by failing to make monthly payments of principal and interest due under the Contract.

7. The Borrowers are due for their September 14, 2004 payment.

8. The fair market value of the Collateral is unknown, but is believed to be less than the amount due and owing Tammac by the Borrowers under the Contract.

9. Tammac believes and therefore avers that the Borrowers have possession of the Collateral.

10. The Borrowers have failed and refused, despite repeated demands by Tammac, to pay the balance due under the Contract or to deliver possession of the Collateral to Tammac.


11. The balance of the Contract as of May 22, 2006 was \$62,635.21, consisting of principal in the amount of \$52,805.97, accrued interest in the amount of \$9,802.26, and late charges in the amount of \$235.00, less a partial payment of \$205.02, exclusive of attorneys' fees and costs.

WHEREFORE, Tammac demands judgment in replevin in favor of Tammac and against the Defendants in the amount of \$62,638.21, plus interest from May 21, 2006, attorneys' fees and costs, and requests this Court to enter an Order directing the Prothonotary to issue a writ of possession to the Sheriff directing the Sheriff to seize the Collateral.

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY:



James T. Shoemaker, Esquire

ID No.: 63871

Counsel for the plaintiff, Tammac Holdings Corporation

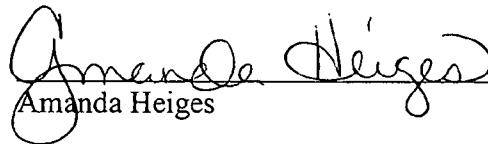
600 Third Avenue
Kingston, PA 18704
Telephone (570) 287-3000
Facsimile (570) 287-8005

Dated: June 14, 2006

VERIFICATION

I, Amanda Heiges, hereby certify that I am a paralegal with Tammac Holdings Corporation.

I have the authority to make this verification on its behalf. The statements contained in the foregoing motion are true and correct to the best of my knowledge or information and belief. I understand that this verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Amanda Heiges

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 6,300.00
10.5000 %	\$ 102,853.60	\$ 56,125.40	\$ 158,979.00	\$ 165,279.00

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
300	\$ 529.93	Monthly, beginning JULY 14, 1999

Security: You are giving a security interest in the manufactured home being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid. Assumption: Someone buying your manufactured home cannot assume the remainder of this Contract on the original terms.

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

In this Contract, we are the SELLER.

SHOWCASE MOBILE HOMES, INC.

R.D. 1

SHIPPENVILLE

PA 16254

You are the BUYER(S).

Name(s) RODGER L CLUTTER

Name(s) JAMIE S CLUTTER

RD 1, OLANTA, PA 16863

PROMISES JOINT AND SEVERABLE: If there is more than one Buyer, each of you promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN: You have traded in the following manufactured home:

Year and Make LNW and Model Gross Allowance Still Owning Net Trade-In

If a balance is still owing on the manufactured home you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown above as the amount "Still Owning."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss of or damage to the manufactured home and against liability arising out of use or ownership of the manufactured home. If you obtain property insurance through us, the premium costs for the insurance terms indicated below are included in the item called To Property Insurance Company of the ITEMIZATION OF AMOUNT FINANCED section of this Contract. In the section called YOUR PROMISES ABOUT INSURANCE on the reverse side of this Contract, you are promising to insure the manufactured home and keep it insured.

Manufactured Home \$ N/A Term Mos. Other (Describe) \$ N/A Term Mos. Physical Damage Ins.

Comprehensive on Manufactured Home \$ N/A Term Mos. Other (Describe) \$ N/A Term Mos.

Fire and Theft \$ N/A Term Mos. TOTAL CHARGES \$ N/A

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance is not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available.

By signing, you select Single Credit Life Insurance, What is your age? which costs \$ N/A Years

By signing, you both select Joint Credit Life Insurance, What are your ages? which costs \$ N/A

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of both Buyers to be insured for Joint Credit Life Insurance

Insurer:

MANUFACTURED HOME: You agree to purchase, under the terms of this Contract, the following manufactured home and its appliances, furniture, equipment and fixtures, which is called the "Manufactured Home" in this Contract.

NU	Year and Manufacturer	Length & Width	Color & Model	Serial Number
N	1999 COMMODORE	28X80	CLAY/GREENGENESIS	QCX35074AB

Equipped with

ASSIGNEE: We may assign this Contract and Security Agreement to an "Assignee." If at any time the Owner of this Contract assigns this Contract to another assignee, the term then refers to such other assignee. After the Assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

CO-SIGNER: Any person signing the Co-Signer's Agreement promises, separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Manufactured Home.

CO-OWNER: Any person signing the Co-Owner's Security Agreement gives us a security interest in the Manufactured Home and agrees, separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give us a security interest in the Manufactured Home, in all appliances, furniture, equipment and fixtures (called "accessions") attached to the Manufactured Home at any later time, and in any proceeds of the Manufactured Home, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

By signing below, we agree to sell the Manufactured Home to you under the terms of this Contract.

SELLER SHOWCASE MOBILE HOMES, INC.

BY: Susan S. Slick, etc. 6-14-99 Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE SIGNING.

BUYER RODGER L CLUTTER BUYER JAMIE S CLUTTER

NOTICE: SEE REVERSE

ADDRESS WHERE MANUFACTURED HOME WILL BE KEPT:

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THIS CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

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 RODGER L CLUTTER (SEAL) 6-14-99 Date
BUYER JAMIE S CLUTTER (SEAL) 6/14/99 Date

COPY OF THIS CONTRACT AT THE TIME OF

CO-SIGNER OR CO-OWNER

1. PROMISE TO PAY: You agree to pay us the Total Sale Price for the Manufactured Home by making the Total Downpayment and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Manufactured Home. You agree to make payments at the place or to send payments to the address which the Assignee must recently specify in the written notice to you.

2. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

3. COMPUTING INTEREST: We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

4. LATE CHARGE: Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

5. APPLICATION OF PAYMENTS: We will apply payments in the following order of priority: interest, late charges, fees and then principal.

6. PREPAYMENT: You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay this Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make. If you prepay in full, we will refund to you any unearned credit insurance premium you paid.

7. WAIVERS:

a. WAIVER BY SELLER AND ASSIGNEE: We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Manufactured Home and the other security specifically mentioned in this Contract.

b. WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER: You agree to make all payments on or before they are due without our having to ask. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive diligence in collection and all defenses based on suretyship and impairment of collateral or security.

8. INTEREST AFTER MATURITY AND JUDGMENT: Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

9. YOUR PROMISES ABOUT OUR SECURITY INTEREST: You will not permit anyone other than us to obtain a security interest or other rights in the Manufactured Home. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Manufactured Home. You will assist us in having our security interest noted on the Certificate of Title to the Manufactured Home. You will not sell or give away the Manufactured Home. If someone puts a lien on the Manufactured Home, you will pay the obligation and clear the lien.

10. YOUR PROMISES ABOUT THE MANUFACTURED HOME: You will keep the Manufactured Home in good condition and repair. You will pay all taxes and charges on the Manufactured Home. You will pay all costs of maintaining the Manufactured Home. You will not abuse the Manufactured Home or permit anything to be done to the Manufactured Home which will reduce its value, other than for normal wear and use. You will not use the Manufactured Home for illegal purposes or for hire or lease. You will not move the Manufactured Home from your address shown on the front of this Contract to a new permanent place without notifying us in advance. You will permit us to inspect the Manufactured Home at any reasonable time. You agree that the Manufactured Home will, at all times until this Contract is paid in full, remain personal property. You agree to place the Manufactured Home in such a way that it can be removed without substantial damage or impairment of its value. If you plan to place the Manufactured Home on a premises you are leasing, you must obtain a Landlord's Waiver satisfactory to us. The Landlord's Waiver must permit us to enter the premises and to repossess the Manufactured Home, even if you are in default of your lease. You agree that you must perform your promises under this Contract even if the Manufactured Home is lost, damaged or destroyed.

11. YOUR PROMISES ABOUT INSURANCE: You will keep the Manufactured Home insured against fire, theft and other hazards against which owners customarily insure such Manufactured Homes until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company duly licensed to sell insurance in the state where the Manufactured Home is permanently kept. The insurance policy must provide us with at least 10 days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Manufactured Home, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may endorse your name to any check, draft or other instrument we receive in payment of an insured loss or return insurance premiums. We may apply any insurance proceeds we receive to repair or replace the Manufactured Home if, in our opinion, it is economically feasible and you are not then in default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us.

12. OUR PROMISES ABOUT INSURANCE: This paragraph applies only if we have contracted to purchase physical damage, comprehensive, fire and/or theft insurance at your expense, and the premium has been included in the Amount Financed. If you prepay the sums due on this Contract, unless you specifically request cancellation, the insurance will remain in effect to its scheduled expiration date. If the insurance we obtained for you is cancelled by the insurance company prior to its scheduled expiration date, we will attempt to place comparable insurance with another insurance

company on your behalf and give you a copy of any insurance policy we obtain on your behalf. If we are unable to do so, we will notify you that you must obtain replacement insurance from an agent or broker of your choice. If replacement coverage results in additional costs to you for the unexpired period of the original insurance policy, we will reimburse you for the costs.

13. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, MANUFACTURED HOME OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Manufactured Home in good condition and repair, we may advance any money you promised to pay. If you fail to keep your promises about required insurance we may advance money to obtain insurance to cover loss of or damage to the Manufactured Home. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than what you owe on this Contract. We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand; or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph is not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract. The promises you made in the sections above called YOUR PROMISES ABOUT THE MANUFACTURED HOME and YOUR PROMISES ABOUT INSURANCE and our rights under this section shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

14. DEFAULT: In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of this Contract if any one or more of the following things happen:

- a. You do not make any payment on or before it is due; or
- b. You do not keep any promise you made in this Contract; or
- c. You do not keep any promise you made in another contract, note, loan or agreement with Seller or Assignee; or
- d. You made any untrue statement in the credit application for this Contract; or
- e. You committed any forgery in connection with this Contract; or
- f. You die, are convicted of a crime involving fraud or dishonesty, or are found by a court, with jurisdiction to do so, to be incapacitated; or
- g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or
- h. You use the Manufactured Home or allow someone else to use it in a way that causes it not to be covered by your insurance; or
- i. You do something that causes the Manufactured Home to be subject to confiscation by government authorities; or
- j. The Manufactured Home is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
- k. Another creditor tries to take the Manufactured Home or your money on deposit with Assignee by legal process.

15. OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT: If you are in Default of this Contract, we may enforce our rights according to law, after we have given you any applicable notice and/or right to cure as required by law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

- a. **ACCELERATION:** We can demand that you pay to us the entire unpaid balance owing on this Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
- b. **REPOSSESSION:** We can repossess the Manufactured Home, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Manufactured Home, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within 24 hours. If you do not send us this letter, you give up any claim to these things. You agree that we may use your license plates in repossessing the Manufactured Home and taking it to a place for storage.
- c. **VOLUNTARY DELIVERY:** We can ask you to give us the Manufactured Home at a reasonably convenient place. You agree to give us the Manufactured Home if we ask.
- d. **DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

16. SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE MANUFACTURED HOME: If we repossess without using a government official (by replevin):

- a. **NOTICE:** We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Manufactured Home. This Notice will tell you other information required by law.
- b. **CURE:** You have the right to cure your Default at any time before we sell the Manufactured Home. If you cure your Default, this Contract will remain in effect as though the Default had not occurred.
- c. **REDEMPTION:** You have the right to buy back (redeem) the Manufactured Home with 15 days of mailing the Notice of Repossession and at any later time before we sell the Manufactured Home.
- d. **SALE:** If you do not cure your Default or redeem, you give up all claim to and we will sell the Manufactured Home. The money received at sale will be used to pay costs and expenses, and then to pay the amount you owe on this Contract.
- e. **SURPLUS OR DEFICIENCY:** If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.
- f. **EXPENSES:** We have the right to charge you, and you agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Manufactured Home as may be allowed by law. These costs will only be due if:
 1. Default exceeds fifteen (15) days at the time of repossession;
 2. The costs are actual, necessary and reasonable; and
 3. We can prove the costs were paid.

17. HEIRS AND PERSONAL REPRESENTATIVES BOUND: After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

18. GOVERNING LAW: This Contract is to be interpreted according to the law of Pennsylvania.

19. SEVERABILITY OF PROVISIONS: If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

20. ASSIGNMENT BY BUYER: Buyer shall not assign this Contract.

21. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY.

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

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and the coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for the Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness, unless a shorter term is so marked on the front of this Contract. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

The SELLER. **SHOWCASE MOBILE HOMES, INC.**

R.D. 1

SHIPPENVILLE PA 16254

Name

Address

JAMIE S CLUTTERThe BUYER(S). **RODGER L CLUTTER****RD 1, , OLANTA, PA 16863**

Name

Address

ASSIGNMENTTo induce you, **TAMMAC CORPORATION**

the "Assignee"

to purchase the Contract dated _____ with a total sale price of **158,979.00**, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations; our title to the Contract and the Manufactured Home covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Manufactured Home therein described, and all parties thereto are of full age and had the capacity to contract; the description of the Manufactured Home and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount Financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under state law in which the above referenced Contract was executed (if so required) and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to the Contract; a Manufactured Home title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) affixed to the Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing thereon, computed as set forth below and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Manufactured Home is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By delivering the Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee in this Assignment to reflect the true Assignee who purchased the Contract, and/or to sign Seller's name to this Assignment, without recourse, if this Assignment has been delivered without Seller's signature.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Manufactured Home, Seller shall pay to Assignee, in cash, the full balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Manufactured Home and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Manufactured Home therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

☐ **WITH FULL RECOURSE** — Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any payment under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

☐ **WITH REPURCHASE** — Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Manufactured Home, Seller will, if the Manufactured Home is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Manufactured Home, forthwith repurchase the Contract and the Manufactured Home from Assignee for a repurchase price, in cash, computed as set forth above.

By signing below, we agree to the terms of this Assignment.

Seller **SHOWCASE MOBILE HOMES, INC.**By *Kesaw Shike*Date **6-14-99****ORIGINAL**

COMMONWEALTH OF PENNSYLVANIA

OFFICE OF THE COMPTROLLER

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COMMODORE

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EXEMPT

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2/10/00

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATER-MARK

OFFICE OF THE COMPTROLLER

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D. APPLICATION FOR TITLE AND LIEN INFORMATION

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

EXHIBIT
3

STORE IN A SAFE PLACE - IF LOST APPLY FOR A

OR ERASURE VOIDS THIS TITLE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101659
NO: 06-965-CD
SERVICE # 1 OF 2
COMPLAINT IN REPLEVIN, MOT./WRIT OF

SEIZURE/ORDER

PLAINTIFF: TAMMAC CORPORATION By assignment
vs.
DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

COPY

SHERIFF RETURN

NOW, June 26, 2006 AT 9:09 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN, MOT./WRIT OF SEIZURE/ORDER ON RODGER L. CLUTTER DEFENDANT AT 8125 DOUGLAS ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHELSEA CLUTTER, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN, MOT./WRIT OF SEIZURE/ORDER AND MADE KNOWN THE CONTENTS THEREOF.

16863

SERVED BY: DAVIS / MORGILLO



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101659
NO: 06-965-CD
SERVICE # 2 OF 2
COMPLAINT IN REPLEVIN, MOT./WRIT OF

SEIZURE/ORDER

PLAINTIFF: TAMMAC CORPORATION By assignment
vs.
DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

SHERIFF RETURN

NOW, June 26, 2006 AT 9:09 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN, MOT./WRIT OF SEIZURE/ORDER ON JAMIE S. CLUTTER DEFENDANT AT 8125 DOUGLAS ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHELSEA CLUTTER, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN, MOT./WRIT OF SEIZURE/ORDER AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101659
NO: 06-965-CD
SERVICES 2
COMPLAINT IN REPLEVIN, MOT./WRIT OF

SEIZURE/ORDER

PLAINTIFF: TAMMAC CORPORATION By assignment
vs.
DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HOURIGAN	113969	20.00
SHERIFF HAWKINS	HOURIGAN	113969	33.79

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101660
NO: 06-965-CD
SERVICE # 1 OF 2
NOTICE OF HEARING FOR SEIZURE OF

PROPERTY

PLAINTIFF: TAMMAC CORPORATION, by assignment
vs.
DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

COPY

SHERIFF RETURN

NOW, June 26, 2006 AT 9:09 AM SERVED THE WITHIN NOTICE OF HEARING FOR SEIZURE OF PROPERTY ON RODGER L. CLUTTER DEFENDANT AT 8125 DOUGLAS ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHELSEA CLUTTER, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF HEARING FOR SEIZURE OF PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101660
NO: 06-965-CD
SERVICE # 2 OF 2
NOTICE OF HEARING FOR SEIZURE OF

PROPERTY

PLAINTIFF: TAMMAC CORPORATION, by assignment

vs.

DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

SHERIFF RETURN

NOW, June 26, 2006 AT 9:09 AM SERVED THE WITHIN NOTICE OF HEARING FOR SEIZURE OF PROPERTY ON JAMIE S. CLUTTER DEFENDANT AT 8125 DOUGLAS ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHELSEA CLUTTER, DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF HEARING FOR SEIZURE OF PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101660
NO: 06-965-CD
SERVICES 2
NOTICE OF HEARING FOR SEIZURE OF

PROPERTY

PLAINTIFF: TAMMAC CORPORATION, by assignment
vs.
DEFENDANT: RODGER L. CLUTTER and JAMIE S. CLUTTER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HOURIGAN	114114	20.00
SHERIFF HAWKINS	HOURIGAN	114114	33.79

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO. 06-965-CD

ORDER

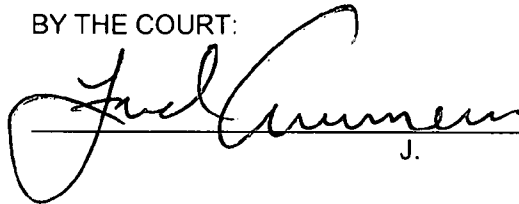
AND NOW, this 19th day of July, 2006, at 10:00 o'clock A.m., it is hereby

ORDERED AND DECREED: -

(1) that the Prothonotary issue a writ of seizure to the Sheriff of Clearfield County directing the Sheriff to seize the defendants' 1999 Commodore manufactured home bearing VIN CX35074AB, well as any and all appliances, furniture and equipment sold with the manufactured home, all property whether now or hereafter attached to the manufactured home, and all proceeds of the foregoing, including insurance; and,

(2) the plaintiff shall file a bond in the amount of \$140,000.00 with surety approved by the Prothonotary, naming the Commonwealth of Pennsylvania as obligee, conditioned that, if the plaintiff fails to maintain its right to possession of the property, it shall pay to the party entitled thereto the value of the property and all legal costs, fees and damages sustained by reason of the issuance of the writ of seizure; and,

BY THE COURT:



cc: Rodger L. Clutter
Jamie S. Clutter
James T. Shoemaker, Esquire

FILED

JUL 19 2006

0/10:00/W

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO ATTY

FAW

1 CENT TO DEFT'S

DATE: 7-19-06

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney MAILED COPY TO

☐ Special Instructions:

BOTH DEPT'S

FILED

JUL 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE
IDENTIFICATION NO. 63871

ATTORNEY FOR Plaintiff

LAW OFFICES
600 Third Avenue
Kingston, PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through:
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO. 06-965-CD

**10 DAY NOTICE OF PRAECIPE TO
ENTER JUDGMENT BY DEFAULT**

TO: Rodger L. Clutter
8125 Douglas Road
Olanta, PA16863

Jamie S. Clutter
8125 Douglas Road
Olanta, PA 16863

Date of Notice: July 20, 2006

IMPORTANT NOTICE
Pursuant to PA RCP 237.5

FILED

JUL 24 2006
2/11:50 / 66
William A. Shaw
Prothonotary/Clerk of Courts

2 CENT TO ATTORNEY

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN
APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT

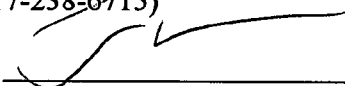
YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

PENNSYLVANIA LAWYER REFERRAL SERVICE

P.O. Box 1086, 100 South St.
Harrisburg, PA 17108
(Pennsylvania residents phone:
1-800-692-7375; out-of-state
residents phone: 1-717-238-6715)



James T. Shoemaker, Esquire
Attorney for Plaintiff
Supreme Court ID No. 63871

600 Third Avenue
Kingston, PA 18704
Telephone No: 570-287-3000

HOURIGAN, KLUGER & QUINN
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES
600 THIRD AVENUE
KINGSTON PA 18704
(570) 287-3000

TAMMAC CORPORATION,
by assignment, SunBancorp, by and through:
its servicing agent, Tammac Corporation,
now by assignment, TAMMAC
HOLDINGS CORPORATION,

Plaintiff

vs.

RODGER L. CLUTTER and
JAMIE S. CLUTTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

REPLEVIN

NO. 06-965-CD

CERTIFICATE OF SERVICE

I, James T. Shoemaker, Esquire, hereby certify that I am serving a true and correct copy of the foregoing Ten Day Notice of Praecept to Enter Judgment by Default upon the defendants, by depositing said document in the United States mail, first class, postage pre-paid, addressed as follows:

Rodger L. Clutter
8125 Douglas Road
Olanta, PA16863

Jamie S. Clutter
8125 Douglas Road
Olanta, PA 16863

Respectfully submitted,
HOURLIGAN, KLUGER & QUINN, P.C.

By: _____

James T. Shoemaker, Esquire
I.D. No. 63871
Counsel for the plaintiff

600 Third Avenue
Kingston, PA 18704
Telephone: (570) 287-3000
Facsimile: (570) 287-8005

Dated: July 20, 2006