

06-2044-CD
Green Tree Con. Vs M. Kopchik

2006-2044-CD
Green Tree Consumer vs Mark Kopchik

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 06-2044-CD

v.

TYPE OF PLEADING:
Complaint in Replevin

Mark A. Kopchik,

Defendant.

FILED ON BEHALF OF PLAINTIFF:
Green Tree Consumer Discount Company

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

Jessa C. Demas
PA I.D. #201169

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED *Att'y pd. 85.00*
m 11/13/06 *CCS/ff*
DEC 07 2006 *UN*
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

Mark A. Kopchik,

Defendant.

NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff, No.

v.

Mark A. Kopchik,

Defendant.

COMPLAINT IN REPLEVIN

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

1. Mark A. Kopchik, hereinafter referred to as "Defendant," is an individual whose last known address is 621 Pardee Road, Phillipsburg, PA, 16866-7962.
2. Green Tree Consumer Discount Company, hereinafter referred to as "Plaintiff," is a Pennsylvania corporation and is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about June 6, 1996, Defendant entered into a "Retail Installment Contract and Security Agreement," hereinafter referred to as the "Security Agreement," whereby Defendant purchased and financed from Family Mobile Homes, Inc. a 1996 Skyline Corp. Limited Edition manufactured home (serial no. 2N11-1401I) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured

Home." A true and correct copy of the Security Agreement is marked as Exhibit "A" and is attached hereto and made a part hereof.

4. It is believed and therefore averred that the Manufactured Home is located at RR3 Route 53, Troy Hill Mobile Home Park, Phillipsburg, PA, 16866-7962.

5. The Security Agreement was assigned for value to Plaintiff's predecessor-in-interest, BankAmerica Housing Services, a division of Bank of America, fsb, on or about June 6, 1996, as permitted by the Security Agreement.

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

7. Pursuant to the Security Agreement, Defendant promised to pay the financed amount of \$23,206.00.

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

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

10. Plaintiff avers that the approximate retail value of the Manufactured Home is \$16,303.04.

11. Defendant has defaulted under the Security Agreement by failing to make payments when due. As of November 27, 2006, the delinquent payment amount due and owing from Defendant to Plaintiff is \$1,055.88.

12. As of November 27, 2006, the amount owed by Defendant to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the Manufactured Home, is \$19,398.56. The interest on said amount is accruing at the daily rate of \$5.44.

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

14. On May 23, 2006, Plaintiff provided Defendant with a Notice of Default, a true and correct copy of the same is marked as Exhibit "C" and is attached hereto and made a part hereof.

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

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the value of such in the sum of \$16,303.04, plus attorneys fees, costs, interest from November 27, 2006, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.

Jessa C. Demas
Jessa C. Demas
Attorneys for Plaintiff

Voelker & Associates, P.C.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604
(412) 765-0543

PENNSYLVANIA
RETAIL INSTALLMENT CONTRACT
and SECURITY AGREEMENT



CONT

CONT

MH FIXED RATE CONTRACT

LOAN PLAN:	F01
OFFICE:	79075
DEALER NO.:	750039
ACCT. NO.:	15301937

BUYER(S): NAME MARK A. KOPCHIK
NAME
NAME
NAME

BUYER'S ADDRESS: PO BOX 302

CITY: MORRISDALE

COUNTY: CLEARFIELD
STATE: PA ZIP: 16858

PHONE: 814/345-6212 a sec. 195-60-4233

PROPOSED LOCATION OF MANUFACTURED HOME: RR 3, RTE 53, TROY HILL MHP PHILIPSBURG, PA 16866

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

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

Description of Manufactured Home:	TRADE NAME: <u>SKYLINE CORP.</u>	MODEL: <u>LIMITED EDITON</u>
SERIAL NUMBERS:	YEAR: <u>96</u> NEW: <u>X</u> USED: <u> </u>	LENGTH <u>64</u> in. WIDTH <u>14</u> in.
ADDITIONAL ACCESSORIES AND FURNISHINGS:	ITEM <u>2 DECKS</u> SERIAL NUMBER <u>2N11-1401I</u>	ITEM <u>SKIRTING</u> SERIAL NUMBER <u> </u>

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

11.50 % per year until the debt is fully paid. I'll pay this amount in installments as shown in the payment schedule. Each monthly payment will be applied as of its scheduled due date. If no interest rate is disclosed above, the interest rate is the Annual Percentage Rate shown below.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of my credit as a yearly rate: <u>11.50</u> %	The dollar amount the credit will cost me: <u>\$ 36,189.20</u>	The amount of credit provided to me or on my behalf: <u>\$ 23,206.00</u>	The amount I will have paid after I have made all payments as scheduled: <u>\$ 59,395.20</u>	The total cost of my purchase on credit including my down payment of <u>\$ 2,600.00</u> <u>\$ 61,995.20</u>

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

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

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

240	\$ 247.48	Monthly, beginning <u>July 6</u>	.18	<u>96</u>
	\$.00	Monthly, beginning	.18	
	\$.00	Monthly, beginning	.18	
	\$.00	Monthly, beginning	.18	

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

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

ITEMIZATION OF AMOUNTS FINANCED		
1. Cash Price (Incl. Sales Tax of \$.00	\$ 24,615.00
2. a. Cash Downpayment	\$ 2,600.00	
b. Trade-in (Year, Make, Model): Length _____ Gross Value \$ _____	Width _____ Liens \$ _____ (Enter to pay off)	.00
Net Trade-in Value	\$.00	
Total Downpayment	\$.00	
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 2,600.00	
4. Amounts paid to others on my behalf:	\$ 22,015.00	
a. To Insurance Companies:		
(1) Property Insurance	\$ 1,130.00	
(2) Credit Life Insurance	\$.00	
b. To Public Officials:		
(1) Certificate of Title	\$ 15.00	
(2) FILING FEES	\$ 5.00	
c. To Seller:		
For:	\$.00	
(Prepaid Finance Charge)		
d. To:		
For: ADMIN FEE	\$ 35.00	
TIRE TAX	\$ 6.00	
e. To:		
For:	\$.00	
Total (a + b + c + d + e)	\$ 1,191.00	
5. Unpaid Balance (3 plus 4)	\$ 23,206.00	
6. Prepaid Finance Charge	\$.00	
7. Amount Financed (5 minus 6)	\$ 23,206.00	

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

SELLER: FAMILY MOBILE HOMES INC

SELLER'S
ADDRESS:

1683 E PLEASANT VALLEY BLVD
ALTOONA, PA 166020000

SELLER'S
SIGNATURE

David B. Kopchik, Jr.

SELLER'S
TITLE

President

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

Mark A. Kopchik

(Signature of Buyer)

(Signature of Co-Buyer)

500620294 PA

ORIGINAL COPY

PAGE 2 OF 4

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

Type of Insurance	Term	Premium
Broad Form Comp.	0MOS	\$.00
<input checked="" type="checkbox"/> Mobile Home Owners	6MOS	\$ 1,130.00
SERV. CNTRT		\$

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

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

Proposed Insured _____

Proposed Insured _____

(Only spouse can be insured jointly.)

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

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

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

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

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

BUYER'S SIGNATURE(S):

Mark A. Kopchik

MARK A. KOPCHIK

DATE OF THIS CONTRACT: June 6 19 96

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND CONTROVERSIES WHICH THE SELLER, PURCHASER, CREDITOR, AGAINST THE SELLER, PURCHASER, OR CREDITOR, IN CONNECTION WITH THE SERVICES OR PROPERTY PURCHASED, OR IN CONNECTION WITH THE PURCHASE PRICE OR THE CONTRACT, WHETHER DUE TO DEFECTS, DAMAGE, OR DEFECTS IN THE PROPERTY PURCHASED, OR IN CONNECTION WITH THE CONTRACT.

ASSIGNMENT BY SELLER

TO CREDITOR INDICATED ON OTHER PAGE ("Creditor")

With respect to this retail installment contract ("contract") signed by one or more buyers ("Buyer"), SELLER represents and warrants that: (1) Buyer's credit statement submitted herewith is completely accurate unless otherwise specified; (2) Buyer was legally competent to contract at the time of Buyer's execution of this contract; (3) this contract arose from the bona fide sale of the merchandise described in this contract; (4) the downpayment was made by Buyer in cash unless otherwise specified and no part thereof was loaned directly or indirectly by Seller to Buyer; (5) any trade-in, or other consideration, received as any part of the downpayment, is accurately described on the other page, and has been valued at its bona fide value, and any amount owed on such trade-in or other property is accurately described on the other page and has been paid off by Seller prior to or contemporaneously with the assignment of this contract to Creditor; (6) there is now owing on this contract the amount set forth herein; (7) this contract and any guaranty submitted in connection herewith is in all respects legally enforceable against each purported signatory thereof; (8) Seller has the right to assign this contract and thereby to convey good title to it; (9) in the event of any claim or defense asserted by any Buyer, or any heirs or assigns of Buyer, with respect to the Manufactured Home or other property or consideration transferred pursuant to this retail installment contract, Seller agrees that it will indemnify and hold Creditor harmless from all such claims and defenses as well as from all costs reasonably incurred by Creditor in connection with the Fair Credit Reporting Act. Seller has notified Buyer that this contract is to be submitted to Creditor.

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

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE FOR A VEHICLE

25301937

8,285

961830014000278-001



TITLE

2N1114011	96	SKYLINE	49820600501
VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE OF VEHICLE	TITLE NUMBER
MH	0	EXEMPT	4
BODY TYPE	SEAT CAP	ODOM. PROD. DATE	ODOM. MILES
7/12/96	7/12/96	7/12/96	ODOM. STATUS
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GVWR
			GWR
			TITLE BRANDS

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

TITLE BRANDS
A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
F = OUT OF COUNTRY
G = ORIGINALLY MFGD. FOR NON-USA DISTRIBUTION
H = AGRICULTURAL VEHICLE
L = LOGGING VEHICLE
P = FORMERLY A POLICE VEHICLE
R = RECONSTRUCTED
S = STREET ROD
T = RECOVERED THEFT VEHICLE
V = VEHICLE CONTAINS REASSEMBLED VIN
W = FLOOD VEHICLE
X = FORMERLY A TAXI

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

MARK A KOPCHIK
R R 3 BOX 64A
PHILIPSBURG PA 16866

FIRST LIEN FAVOR OF:

BANK OF AMERICA FSB

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE _____

SECOND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE _____

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

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

BRADLEY L MALLORY

Secretary of Transportation

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

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

LIEN DATE:	IF NO LIEN CHECK BOX
------------	----------------------

FIRST LIENHOLDER:

NAME _____

STREET _____

CITY _____

STATE _____ ZIP _____

LIEN DATE: IF NO LIEN CHECK BOX

SECOND LIENHOLDER:

NAME _____

STREET _____

CITY _____

STATE _____ ZIP _____

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
TO BEFORE ME: _____
MO. _____ DAY _____ YEAR _____

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

SIGN IN PRESENCE OF A NOTARY

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

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE Voids THIS TITLE

06209532

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

X

X

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

GREEN TREE

Date of Notice: 05/23/2006

Certified Mail Receipt No. 71067112169387938698

Mark A. Kopchik
621 Pardee Rd
Phillipsburg, PA 16866-7962

Green Tree Consumer Discount Company
105 Bradford Rd SC III Suite 200
Wexford, PA 15090
800-643-0202

Account No: 735043945

Creditor: Green Tree Consumer Discount
Company

Brief identification of credit transaction: Manufactured Home Account

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

If you correct the default, you may continue with the contract as though you did not default.

Your default consists of: 2 payments past due (plus \$7.41 in fees and charges) totaling \$523.64.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$523.64, which consists of \$516.23 for past due payments and \$7.41 for late charges, or by doing the following: NA.

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

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of \$19,244.37 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable. You have the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of your default or any other defense you may have to acceleration and foreclosure.

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

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

Green Tree Consumer Discount Company is a debt collector. Information obtained
will be used for that purpose.

MULTI

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

Y NO Dated by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

D. Is delivery address different from item 1? Yes No

If YES, enter delivery address below:

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

10/04

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

PS Form 3811, July 2001

Domestic Return Receipt

VERIFICATION

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



Dalton Baskerville
Collection Manager
Green Tree Consumer Discount Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 06-2044-CD

v.

TYPE OF PLEADING:
Praecipe to Discontinue

Mark A. Kopchik,

Defendant.

FILED ON BEHALF OF PLAINTIFF:
Green Tree Consumer Discount Company ,

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

Voelker & Associates, P.C.
Firm #332

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

(412) 765-0543

FILED
FEB 14 2007 *WJM*
11:00 AM
William A. Shaw
Prothonotary/Clerk of Courts
1 cent to AFTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff, No. 06-2044-CD

v.

Mark A. Kopchik,

Defendant.

PRAECIPE TO DISCONTINUE

To the Prothonotary:

Kindly discontinue the above matter, without prejudice.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.
Attorneys for Plaintiff

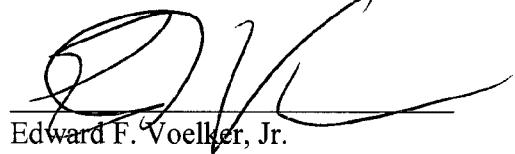
Voelker & Associates, P.C.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604
(412) 765-0543

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the attached was served upon the following by first class United States mail, postage pre-paid, this 9th day of February, 2007.

Mark A. Kopchik
621 Pardee Road
Phillipsburg, PA 16866-7962

VOELKER & ASSOCIATES, P.C.


Edward F. Voelker, Jr.
Attorneys for Plaintiff

Voelker & Associates, P.C.
Suite 1410, Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219-1604
(412) 765-0543

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102224
NO: 06-2044-CD
SERVICE # 1 OF 1
COMPLAINT IN REPELVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: MARK A. KOPCHICK

SHERIFF RETURN

NOW, December 20, 2006 AT 10:15 AM SERVED THE WITHIN COMPLAINT IN REPELVIN ON MARK A. KOPCHIK DEFENDANT AT 621 PARDEE ROAD, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARK KOPCHIK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPELVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	VOELKER	11063	10.00
SHERIFF HAWKINS	VOELKER	11063	32.24

FILED
03:15 LM
MAR 12 2007
JAS

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff