

07-1589-CD

Green Tree vs Corey Swatsworth al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
Consumer Discount Company,

CIVIL DIVISION

No. 07-1589-CD

Plaintiff,

Complaint in Civil Action - Replevin

v.

Corey Swatsworth and Amanda J.  
Swatsworth,

Filed on behalf of:  
Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
Consumer Discount Company

Defendants.

Counsel of Record for this Party:

Erin P. Dyer, Esquire  
PA ID Number: 52748  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

FILED  
m 12:48 PM  
SEP 28 2007  
Any pd. 85.00  
2cc Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company, f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No.
	)	
Plaintiff,	)	Complaint in Replevin
	)	
v.	)	
	)	
Corey Swatsworth and Amanda J.	)	
Swatsworth,	)	
	)	
Defendants.		

NOTICE

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS NOTICE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No.
	)	
v.	)	THIS FIRM IS A DEBT COLLECTOR
	)	ATTEMPTING TO COLLECT A DEBT AND
	)	ANY INFORMATION OBTAINED WILL BE
	)	USED FOR THAT PURPOSE. IF YOU HAVE
Corey Swatsworth and Amanda J. Swatsworth,	)	PREVIOUSLY RECEIVED A DISCHARGE IN
	)	BANKRUPTCY AND THIS DEBT WAS NOT
Defendants.	)	REAFFIRMED, THIS NOTICE IS NOT AND
	)	SHOULD NOT BE CONSTRUED TO BE AN
	)	ATTEMPT TO COLLECT A DEBT, BUT
	)	ONLY ENFORCEMENT OF A LIEN
	)	AGAINST PROPERTY.

**COMPLAINT IN REPLEVIN**

AND NOW, comes Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, hereinafter referred to as (the "Plaintiff") or ("Green Tree") is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at Stonewood Commons III, 105 Bradford Road, Suite 200, Wexford, Pennsylvania 15090.

2. Corey Swatsworth, hereinafter referred to as (the "Purchaser") is an individual whose last known address is 1220 Tree Farm Road, Curwensville, Pennsylvania 16833.

3. Amanda J. Swatsworth, hereinafter referred to as (the "Occupant") is an individual whose last known address is 1220 Tree Farm Road, Curwensville, Pennsylvania 16833.

4. The Purchaser and Occupant shall be collectively referred to as (the "Defendants") where appropriate.

5. On or about October 26, 2001, the Purchaser entered into a loan agreement with Conseco Finance Consumer Discount Company for the purchase of a 2002 Fleetwood Manufactured Home, Serial Number PAFL122A8496740C13 (the "Mobile Home") executing written Truth-In-Lending Disclosure Notices ("Disclosures") in support of the loan and executing a Universal Note (the "Note") securing certain real property as secured collateral in exchange for the payment of a portion of the purchase price thereof. True and correct copies of the Disclosures and Note collectively referred to as the Security Agreement (the "Security Agreement") are attached hereto as Exhibit "A."

6. Conseco Finance Consumer Discount Company perfected its interest in the Mobile Home by recording a first lien on the Certificate of Title for the Mobile Home issued by the Pennsylvania Department of Transportation, Bureau of Motor Vehicles. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

7. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the new name of the corporation is Green Tree Consumer Discount Company.

8. Plaintiff avers that the approximate retail value of the Mobile Home is \$48,000.00 and that the Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

9. The Occupant resides with the Purchaser at the Mobile Home location.

10. The Purchaser defaulted under the terms of the Security Agreement by failing to make payments when due.

11. Plaintiff provided the Purchaser with thirty (30) days notice of intent to repossess the Mobile Home. A true and correct copy of the notice of intent to repossess the Mobile Home is attached hereto as Exhibit "C."

12. The Purchaser failed to cure the default or return the Mobile Home upon Plaintiff's demand.

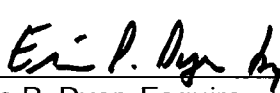
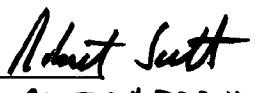
13. As of September 11, 2007, the Purchaser's payments of interest and principal were in arrears in the amount of \$2,875.20. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of September 11, 2007, is \$89,268.37.

14. Plaintiff avers that under the terms of the Security Agreement and Pennsylvania law it is now entitled to immediate possession of said Mobile Home.

15. In order to bring this action Green Tree Consumer Discount Company, f/k/a Consec Finance Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Consec Finance Consumer Discount Company, requests:

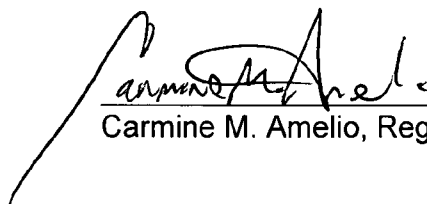
Judgment against the Defendants to recover possession of the 2002 Fleetwood Manufactured Home, Serial Number PAFL122A8496740C13.

 by   
Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Plaintiff  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000  
*PA ID # 72217*

### VERIFICATION

Carmine M. Amelio, Regional Manager and duly authorized representative of Green Tree Consumer Discount Company, deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing are true and correct to the best of his knowledge, information and belief.

GREEN TREE CONSUMER DISCOUNT COMPANY



\_\_\_\_\_

Carmine M. Amelio, Regional Manager

73429056

CONSECO FINANCE CONSUMER DISCOUNT COMPANY 105 BRADFORD RD SUITE 200 WEXFORD, PA 15090 <b>BORROWER'S NAME AND ADDRESS</b> "I" includes each borrower above, jointly and severally.	COREY SWATSWORTH RR 1 CURWENSVILLE, PA 16833 <b>LENDER'S NAME AND ADDRESS</b> "You" means the lender, its successors and assigns.	Loan Number _____ Date <u>10/26/2001</u> Maturity Date <u>See ** Below</u> Loan Amount \$ <u>91202.96</u> Renewal Of <u>N/A</u>
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For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of NINETY ONE THOUSAND TWO HUNDRED TWO AND 96/100 Dollars \$ 91202.96

N/A Single Advance: I will receive all of this principal sum on N/A

No additional advances are contemplated under this note.

XX Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On the date of the first disbursement I will receive the amount of \$ the initial advance and future principal advances are contemplated.

Conditions: The conditions for future advances are 1st advance(adv): real property appraisal & legal permits;  
2nd adv: land improvement invoices, lien waivers, customer advance authorization;  
2nd or 3rd adv: home & setup; final adv: certificate of occupancy or inspection report.

N/A Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on N/A

XX Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from the date of final advance, or 121 days after the date of the first disbursement, whichever comes first at the per annum rate(s) of 8.50%

until the principal balance is fully paid

N/A Variable Rate: This rate may then change as stated below.

N/A Index Rate: The future rate will be N/A the following index rate: N/A

N/A

N/A No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

N/A Frequency and Timing: The rate on this note may change as often as N/A  
 A change in the interest rate will take effect N/A

N/A Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %. The rate may not change more than N/A % each N/A

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

N/A The amount of each scheduled payment will change.

N/A The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a simple interest basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

XX on the same fixed or variable rate basis in effect before maturity (as indicated above).

N/A at a rate equal to N/A

XX LATE CHARGE: If a payment is made more than 10 days after it is due, I agree to pay a late charge of 10.0% of the scheduled installment amount

N/A NSF FEE: If any instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of N/A

N/A ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which N/A are N/A are not included in the principal amount above: N/A

PAYMENTS: I agree to pay this note as follows:

XX Interest: I agree to pay accrued interest on the cumulative amounts advanced beginning 121 days after the date of the first disbursement, or on the date of the final disbursement, whichever comes first.

XX Principal: I agree to pay the principal in 360 monthly installments, with interest, beginning approximately 30 days after the date of final disbursement.

\*\* The Maturity Date is 359 months aft

UNIVERSAL NOTE

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of principal and interest.

GT-15-39-011 (5/01) (page 1 of 4)

EXHIBIT "A"

XX Installments: I agree to pay this note as follows: In addition to the interest-only payments, if any, I agree to pay this note in 360 principal and interest payments. The first payment will be in the amount of \$ 701.27 and will be due approximately 30 days from final disbursement. A payment of \$ 701.27 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due at the Maturity Date.

R/A Installments: I agree to pay this note in \_\_\_\_\_ payments. The first payment will be in the amount of \$ \_\_\_\_\_ and will be due \_\_\_\_\_. A payment of \$ \_\_\_\_\_ will be due \_\_\_\_\_ thereafter. The final payment of the entire unpaid balance of principal and interest will be due \_\_\_\_\_.

XX SECURITY: This note is separately secured by (describe any separate document by type and date): \_\_\_\_\_  
A Mortgage/Deed of Trust dated today on the real property located at:

RR 1, CONNESEVILLE, PA 16833

This loan is also secured by a 1st lien on the following: 2002 FLEETWOOD HOMES OAKCREST - SER # ORDERED UNIT

PURPOSE: The purpose of this loan is consumer

DEFINITIONS: As used on page 1, 2, 3, and 4, "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The interest charged, contracted for, and received on this loan, including fees and charges constituting interest under federal statutory or regulatory law, is governed by the laws of the State of Pennsylvania

All other terms of this loan are governed by the laws of the State of \_\_\_\_\_  
Pennsylvania

MISCELLANEOUS: If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5801 et seq. (Chapter 58; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

I agree to cooperate with you regarding any requests after closing to correct errors made concerning this contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction. I agree that you may enforce this agreement by judicial process and are entitled to attorney's fees, costs and disbursements incident to such enforcement.

If I purchase credit insurance or other elective product with the proceeds of this note, and such product is later cancelled and a refund owed, you will credit such refund against the principal balance of this note. This note is not made until all documentation relating to it has been received by, reviewed by, and accepted by the Lender.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note.

PREPAYMENT: I may prepay this loan in whole or in part at any time. I will not pay a penalty upon prepayment unless otherwise stated in the next sentence. If I prepay in full within 60 months of the date of this note, I will pay you a

penalty of six months interest on the amount in excess of 20% of the original principal amount

\_\_\_\_\_ . Partial payments will not excuse or reduce any later scheduled payment until this note is paid in full.

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If this is a

multiple advance loan, interest will accrue: as indicated on Page 1 of this document

The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRAUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note, or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid

principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**ASSUMPTION:** N/A This loan is not assumable by another party under any conditions. XX If the Lender's policies in effect at the time permit, an assumption of this note by another qualified party may be considered. All assumptions are at the Lender's sole discretion and will be subject to the conditions that are in effect at the time the assumption is requested. All conditions are determined solely by the Lender and are subject to change at anytime without notice.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe it through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

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**REMEDIES:** If I am in default on this note you have, subject to any notice requirements or other limitations of applicable law, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES:** To the extent permitted by applicable law, I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, to the extent permitted by applicable law, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs. To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

To the extent allowed by law, I waive the benefit of my homestead and personal property exemption as to this note. My waiver applies only to the property securing payment of this note.

**ARBITRATION:** All disputes, claims, or controversies arising from or relating to this contract or the relationships which result from this contract, or the validity of this arbitration clause or the entire contract, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. For purposes of this paragraph, the "parties" shall mean I, the Borrower, and you, the Lender, together. This arbitration agreement is made pursuant to a transaction in interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of

claimants pertaining to any claim arising from or relating to this contract. The parties agree and understand that the arbitrator shall have all powers provided by the law and the contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation, or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment, or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this contract, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guaranty or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us, will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time, without limit or notice, and for

**ADDITIONAL TERMS:**

ANY UNDISBURSED PORTIONS OF THE AMOUNT FINANCED HEREIN SHALL BE APPLIED TO THE PRINCIPAL BALANCE OF THE CONTRACT. THIS WILL NOT REDUCE MY MONTHLY PAYMENT AMOUNT ON THE CONTRACT, BUT MAY REDUCE THE TOTAL NUMBER OF MONTHS I MUST PAY THE CONTRACT.

**THIS LOAN IS NOT MADE UNTIL THE DOCUMENTS HAVE BEEN REVIEWED AND ACCEPTED BY LENDER.**

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3, AND 4). I have received a copy on today's date.

Signature

Date

Signature

COREY SWATSWORTH

Date

Signature

Date

Signature

Date

Signature for Lender

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

By:

Signature

Date

Its:

LAND/HOME COORDINATOR

10/26/2001

Date

73429056  
10/31/01

<b>CONSECO FINANCE CONSUMER DISCOUNT COMPANY</b> 105 BRADFORD RD SUITE 200 WEXFORD, PA 15090	<b>COREY SWATSWORTH</b>  RR 1 CURWENSVILLE, PA 16833	Loan Number _____ Date <u>10/26/2001</u> Mat. Date <u>SEE ** BELOW</u> Loan Amount \$ <u>91202.96</u> Down Payment \$ <u>.00</u> ** Maturity date is 359 months after the first scheduled payment of principal & interest.
<b>LENDER'S NAME AND ADDRESS</b>	<b>BORROWER'S NAME AND ADDRESS</b>	

**TRUTH-IN-LENDING DISCLOSURES**  
 "I" MEANS THE BORROWER AND "YOU" MEANS THE LENDER

<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost me.	<b>AMOUNT FINANCED</b> The amount of credit provided to me or on my behalf.	<b>TOTAL OF PAYMENTS</b> The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed
9.67 %	\$ 170292.37	\$ 82164.83	\$ 252457.20	I <u>XX</u> do <u>      </u> do not want an itemization.

**My Payment Schedule will be:**

Number of Payments	Amount of Payments	When Payments Are Due
360	701.27	MONTHLY BEGINNING <u>2/20/02</u> (e) <u>XS</u> <u>X MJE</u>

\*If final disbursement does not occur within 120 days of the first disbursement, interest-only payments are due monthly on the amounts disbursed, beginning 121 days after the first disbursement, until the final disbursement date. Thereafter, the regularly scheduled payments of principal and interest will begin. (e)

N/A Demand: N/A This loan has a demand feature.  
N/A This loan is payable on demand and all disclosures are based on an assumed maturity of one year.

N/A Variable Rate: (check one below)  
N/A My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.  
N/A The annual percentage rate may increase during the term of this transaction if \_\_\_\_\_ N/A  
 \_\_\_\_\_  
N/A  
 Any increase will take the form of N/A  
 If the rate increases by \_\_\_\_\_ N/A % in \_\_\_\_\_ N/A, the \_\_\_\_\_ N/A  
 will increase to \_\_\_\_\_ N/A. The rate may not increase more often than once \_\_\_\_\_ N/A  
 and may not increase more than \_\_\_\_\_ N/A % each \_\_\_\_\_ N/A. The rate will not go above \_\_\_\_\_ N/A %.

XX Security: I am giving a security interest in:  
XX the goods or property being purchased. 2002 FLEETWOOD HOMES OAKCREST, SERIAL ORDERED UNIT  
N/A collateral securing other loans with you may also secure this loan.  
N/A my deposit accounts and other rights I may have to the payment of money from you.  
XX real property located at: RR 1, CURWENSVILLE, PA 16833  
 other \_\_\_\_\_

XX Late Charges: If a payment is late I will be charged 10.0% OF THE SCHEDULED INSTALLMENT AMOUNT, AFTER 10 DAYS.

N/A Required Deposit: The annual percentage rate does not take into account my required deposit.

Prepayment: If I pay off this loan early, I XX may        will not have to pay a penalty.  
       may XX will not be entitled to a refund of part of the finance charge.

XX Assumption: Someone buying my house XX may, subject to conditions, be allowed to        cannot assume the remainder of the mortgage on the original terms.

I can see my 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 an estimate.

Type	Premium	Term
Credit Life	.00	0
Credit Disability	.00	0
Joint Credit Life	.00	0
N/A	N/A	N/A

X N/A DOB

I N/A do N/A do not want N/A insurance.

\$           N/A           for           N/A           of coverage.

Amount given to me directly \$ \_\_\_\_\_  
Amount paid on my (loan) account \$ \_\_\_\_\_

\*\* See HUD 1-A for Itemization § -----

**Amount Financed**     \$ -----

\*Lender and/or its affiliates may receive commissions or other compensation from businesses to whom these charges are due.

X \_\_\_\_\_ DATE \_\_\_\_\_

X \_\_\_\_\_

179580006

73429056

COMMONWEALTH OF PENNSYLVANIA  
CERTIFICATE OF TITLE FOR A VEHICLE

4,125

D20710054002470-001

PAFL122A8446740C13  
VEHICLE IDENTIFICATION NUMBER

2002  
YEAR

FLEETWOOD  
MAKE OF VEHICLE

57270647501 SW  
TITLE NUMBER

MH  
BODY TYPE

Q  
DUP

SEAT CAP

PRIOR TITLE STATE

3/27/02  
ODOM. PROCD. DATE

EXEMPT  
ODOM. MILES

4  
ODOM. STATUS

3/27/02  
DATE PA TITLED

3/27/02  
DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW  
REGISTERED OWNER(S)

COREY SWATSWORTH  
RD 1 BOX 65  
CURMENSVILLE PA 16833

APR - 2 2002

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

FIRST LIEN FAVOR OF:

CONSECO FINANCE CORP

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

CONSECO FINANCE CORP  
4625 RIVERGREEN PKWY NW  
DULUTH GA 30096

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

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE



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

BRADLEY L HALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

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

SUBSCRIBED AND SWORN  
TO BEFORE ME:

NO.

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

If a co-purchaser other than your spouse is listed and you want the title to  
be listed as "Joint Tenants With Right of Survivorship" (On death of one  
owner, title goes to surviving owner.) CHECK HERE ☐ Otherwise, the title  
will be issued as "Tenants in Common" (On death of one owner, interest of  
deceased owner goes to his/her heirs or estate).

1ST LIEN DATE:

→ IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

→ IF NO LIEN, CHECK ☐

The undersigned hereby make application for Certificate of Title in the vehicle described  
above, subject to the encumbrances and other legal claims set

SIGNATURE OF APPLICANT OR AU

SIGNATURE OF CO-APPLICANT/TITLE OF

STORE IN A SAFE PLACE - IF LO

EXHIBIT "B"

TE ZIP

VOIDS THIS TITLE

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

15432392

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, WY

X

X

NOTICE OF DEFAULT  
AND  
RIGHT TO CURE DEFAULT

GREENTREE

Date of Notice: 08/27/2007

Certified Mail Receipt No. 71067112169001683652

Corey Swatsworth  
1220 Tree Farm Rd  
Curwensville, PA 16833-6933

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

Account No: 734290562

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 \$70.12 in fees and charges) totaling \$1,472.66.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$1,472.66, which consists of \$1,402.54 for past due payments and \$70.12 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 \$89,463.19 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 bring a court action to assert 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.

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

MULTI

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

COMPLETE THIS SECTION ON DELIVERY	
A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature	
X	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Green Tree Consumer Discount Company  
Tempe III

EXHIBIT "C"

PS Form 3811, July 1

7/07

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA


Green Tree Consumer Discount	)	CIVIL DIVISION
Company, f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No. 07-1589-CD
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Corey Swatsworth and Amanda J.	)	
Swatsworth,	)	
	)	
Defendants.		

PRAECIPE TO DISCONTINUE PURSUANT TO  
PENNSYLVANIA R.C.P. RULE 229

To the Prothonotary:

Please discontinue the above-captioned action at the request of Plaintiff, pursuant to Pa.R.C.P. Rule 229. The discontinuance shall be without prejudice, and shall not be deemed to bar the bringing of an action to collect any deficiency (or deficiency judgment) owed to plaintiff by Defendants.

Respectfully submitted,

  
Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Plaintiff  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

**FILED** *ICC + 1 Cert  
m/2:10 am of disc issued  
DEC 14 2007 to Atty.  
Dyer*

*um*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

**CIVIL DIVISION**

COPY

**Green Tree Consumer Discount Company**

**Vs.**

**No. 2007-01589-CD**

**Corey Swatsworth**

**Amanda J. Swatsworth**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA

County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 14, 2007, marked:

Discontinued

Record costs in the sum of \$85.00 have been paid in full by Erin P. Dyer Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of December A.D. 2007.



LM

William A. Shaw, Prothonotary

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

DOCKET # 103245  
NO: 07-1589-CD  
SERVICE # 1 OF 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY f/k/a CONSECO

vs.

DEFENDANT: COREY SWATSWORTH and AMANDA J. SWATSWORTH

**SHERIFF RETURN**

---

NOW, October 18, 2007 AT 11:33 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON COREY SWATSWORTH DEFENDANT AT 1220 TREE FARM ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO COREY SWATSWORTH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
0/2:00 am  
FEB 04 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

Sheriff Docket # **103245**

GREEN TREE CONSUMER DISCOUNT COMPANY f/k/a CONSECO

Case # 07-1589-CD

vs.

COREY SWATSWORTH and AMANDA J. SWATSWORTH

TYPE OF SERVICE COMPLAINT IN REPLEVIN

**SHERIFF RETURNS**

NOW February 04, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN REPLEVIN "NOT FOUND" AS TO AMANDA J. SWATSWORTH, DEFENDANT. .

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103245  
NO: 07-1589-CD  
SERVICES 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY f/k/a CONSECO  
vs.  
DEFENDANT: COREY SWATSWORTH and AMANDA J. SWATSWORTH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	6823	20.00
SHERIFF HAWKINS	DYER	6823	57.92

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
Consumer Discount Company,

CIVIL DIVISION

No. 07-1589-CD

Plaintiff,

Complaint in Civil Action - Replevin

v.

Corey Swatsworth and Amanda J.  
Swatsworth,

Filed on behalf of:

Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
Consumer Discount Company

Defendants.

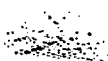
Counsel of Record for this Party:

Erin P. Dyer, Esquire  
PA ID Number: 52748  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000

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

SEP 28 2007

Attest.



*William L. Shaw*  
Prothonotary/  
Clerk of Courts

COPY

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company, f/k/a Conseco Finance	)	
Consumer Discount Company,	)	No.
	)	
Plaintiff,	)	Complaint in Replevin
	)	
v.	)	
	)	
Corey Swatsworth and Amanda J.	)	
Swatsworth,	)	
Defendants.		

NOTICE

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS NOTICE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

Green Tree Consumer Discount  
Company, f/k/a Conseco Finance  
Consumer Discount Company,

Plaintiff,

v.

Corey Swatsworth and Amanda J.  
Swatsworth,

Defendants.

CIVIL DIVISION

No.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS NOTICE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

## COMPLAINT IN REPLEVIN

AND NOW, comes Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, by and through its attorney Erin P. Dyer, Esquire and avers the following in support of its Complaint in Replevin:

1. Green Tree Consumer Discount Company, f/k/a Conesco Finance Consumer Discount Company, hereinafter referred to as (the "Plaintiff") or ("Green Tree") is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at Stonewood Commons III, 105 Bradford Road, Suite 200, Wexford, Pennsylvania 15090.

2. Corey Swatsworth, hereinafter referred to as (the "Purchaser") is an individual whose last known address is 1220 Tree Farm Road, Curwensville, Pennsylvania 16833.

3. Amanda J. Swatsworth, hereinafter referred to as (the "Occupant") is an individual whose last known address is 1220 Tree Farm Road, Curwensville, Pennsylvania 16833.

4. The Purchaser and Occupant shall be collectively referred to as (the "Defendants") where appropriate.

5. On or about October 26, 2001, the Purchaser entered into a loan agreement with Conseco Finance Consumer Discount Company for the purchase of a 2002 Fleetwood Manufactured Home, Serial Number PAFL122A8496740C13 (the "Mobile Home") executing written Truth-In-Lending Disclosure Notices ("Disclosures") in support of the loan and executing a Universal Note (the "Note") securing certain real property as secured collateral in exchange for the payment of a portion of the purchase price thereof. True and correct copies of the Disclosures and Note collectively referred to as the Security Agreement (the "Security Agreement") are attached hereto as Exhibit "A."

6. Conseco Finance Consumer Discount Company perfected its interest in the Mobile Home by recording a first lien on the Certificate of Title for the Mobile Home issued by the Pennsylvania Department of Transportation, Bureau of Motor Vehicles. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

7. On June 9, 2003, Conseco Finance Consumer Discount Company filed Articles of Amendment - Change in Corporate Name with the Pennsylvania Department of State, Corporation Bureau. As of June 13, 2003, the new name of the corporation is Green Tree Consumer Discount Company.

8. Plaintiff avers that the approximate retail value of the Mobile Home is \$48,000.00 and that the Mobile Home is in the Defendants' possession and believed to be at Defendants' address as stated above.

9. The Occupant resides with the Purchaser at the Mobile Home location.

10. The Purchaser defaulted under the terms of the Security Agreement by failing to make payments when due.

11. Plaintiff provided the Purchaser with thirty (30) days notice of intent to repossess the Mobile Home. A true and correct copy of the notice of intent to repossess the Mobile Home is attached hereto as Exhibit "C."

12. The Purchaser failed to cure the default or return the Mobile Home upon Plaintiff's demand.

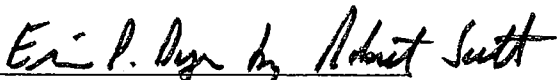
13. As of September 11, 2007, the Purchaser's payments of interest and principal were in arrears in the amount of \$2,875.20. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of September 11, 2007, is \$89,268.37.

14. Plaintiff avers that under the terms of the Security Agreement and Pennsylvania law it is now entitled to immediate possession of said Mobile Home.

15. In order to bring this action Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests:

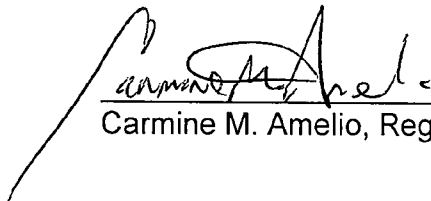
Judgment against the Defendants to recover possession of the 2002 Fleetwood Manufactured Home, Serial Number PAFL122A8496740C13.

  
Erin P. Dyer, Esquire  
PA ID Number: 52748  
Attorney for Plaintiff  
5743 Centre Avenue  
Pittsburgh, PA 15206  
(412) 361-1000  
*PA ID # 73217*

### VERIFICATION

Carmine M. Amelio, Regional Manager and duly authorized representative of Green Tree Consumer Discount Company, deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing are true and correct to the best of his knowledge, information and belief.

GREEN TREE CONSUMER DISCOUNT COMPANY



The image shows a handwritten signature in black ink. The signature is stylized, with a large, sweeping 'C' at the beginning and a distinct 'A' in the middle. The name 'Carmine M. Amelio' is written in a cursive script.

\_\_\_\_\_  
Carmine M. Amelio, Regional Manager

73428056

CONSECO FINANCE CONSUMER DISCOUNT COMPANY 105 BRADFORD RD SUITE 200 WEXFORD, PA 15090 <b>BORROWER'S NAME AND ADDRESS</b> "I" includes each borrower above, jointly and severally.	COREY SWATSWORTH RR 1 CURWENSVILLE, PA 16833 <b>LENDER'S NAME AND ADDRESS</b> "You" means the lender, its successors and assigns.	Loan Number _____ Date <u>10/26/2001</u> Maturity Date <u>See ** Below</u> Loan Amount \$ <u>91202.96</u> Renewal Of <u>N/A</u>
---	--	---

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of NINETY ONE THOUSAND TWO HUNDRED TWO AND 96/100 Dollars \$ 91202.96

N/A Single Advance: I will receive all of this principal sum on N/A

No additional advances are contemplated under this note.

XX Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On the date of the first disbursement I will receive the amount of \$ the initial advance and future principal advances are contemplated.

Conditions: The conditions for future advances are 1st advance(adv): real property appraisal & legal permits;  
2nd adv: land improvement invoices, lien waivers, customer advance authorization;  
2nd or 3rd adv: home & setup; final adv: certificate of occupancy or inspection report.

N/A Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on N/A

XX Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from the date of final advance, or 121 days after the date of the first disbursement, whichever comes first at the per annum rate(s) of 8.50%

until the principal balance is fully paid

N/A Variable Rate: This rate may then change as stated below.

N/A Index Rate: The future rate will be N/A the following index rate: N/A

N/A

N/A

N/A No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

N/A Frequency and Timing: The rate on this note may change as often as N/A

A change in the interest rate will take effect N/A

N/A Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %. The rate may not change more than N/A % each N/A

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

N/A The amount of each scheduled payment will change.

N/A The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a simple interest basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

XX on the same fixed or variable rate basis in effect before maturity (as indicated above).

N/A at a rate equal to N/A

XX LATE CHARGE: If a payment is made more than 10 days after it is due, I agree to pay a late charge of 10.0% of the scheduled installment amount

N/A NSF FEE: If any instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of N/A

N/A ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which N/A are N/A are not included in the principal amount above: N/A

PAYMENTS: I agree to pay this note as follows:

XX Interest: I agree to pay accrued interest on the cumulative amounts advanced beginning 121 days after the date of the first disbursement, or on the date of the final disbursement, whichever comes first.

XX Principal: I agree to pay the principal in 360 monthly installments, with interest, beginning approximately 30 days after the date of final disbursement.

\*\* The Maturity Date is 359 months after

UNIVERSAL NOTE

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of principal and interest.

GT-15-39-011 (5/01) (page 1 of 4)

EXHIBIT "A"

XX Installments: I agree to pay this note as follows: In addition to the interest-only payments, if any, I agree to pay this note in 360 principal and interest payments. The first payment will be in the amount of \$ 701.27 and will be due approximately 30 days from final disbursement. A payment of \$ 701.27 will be due monthly thereafter. The final payment of the entire unpaid balance of principal and interest will be due at the Maturity Date.

N/A Installments: I agree to pay this note in \_\_\_\_\_ payments. The first payment will be in the amount of \$ \_\_\_\_\_ and will be due \_\_\_\_\_. A payment of \$ \_\_\_\_\_ will be due \_\_\_\_\_ thereafter. The final payment of the entire unpaid balance of principal and interest will be due \_\_\_\_\_.

XX SECURITY: This note is separately secured by (describe any separate document by type and date): \_\_\_\_\_  
A Mortgage/Deed of Trust dated today on the real property located at:

RR 1, CUMBERSVILLE, PA 16833

This loan is also secured by a 1st lien on the following: 2002 FLEETWOOD HOMES OAKCREST - SER # ORDERED UNIT

PURPOSE: The purpose of this loan is consumer

DEFINITIONS: As used on page 1, 2, 3, and 4, "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The interest charged, contracted for, and received on this loan, including fees and charges constituting interest under federal statutory or regulatory law, is governed by the laws of the State of Pennsylvania.

All other terms of this loan are governed by the laws of the State of Pennsylvania.

MISCELLANEOUS: If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

I agree to cooperate with you regarding any requests after closing to correct errors made concerning this contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction. I agree that you may enforce this agreement by judicial process and are entitled to attorney's fees, costs and disbursements incident to such enforcement.

If I purchase credit insurance or other elective product with the proceeds of this note, and such product is later cancelled and a refund owed, you will credit such refund against the principal balance of this note. This note is not made until all documentation relating to it has been received by, reviewed by, and accepted by the Lender.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note.

PREPAYMENT: I may prepay this loan in whole or in part at any time. I will not pay a penalty upon prepayment unless otherwise stated in the next sentence. If I prepay in full within 60 months of the date of this note, I will pay you a

penalty of six months interest on the amount in excess of 20% of the original principal amount.

Partial payments will not excuse or reduce any later scheduled payment until this note is paid in full.

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If this is a

multiple advance loan, interest will accrue: as indicated on Page 1 of this document

The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note, or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid

principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**ASSUMPTION:** ~~N/A~~ This loan is not assumable by another party under any conditions. XX If the Lender's policies in effect at the time permit, an assumption of this note by another qualified party may be considered. All assumptions are at the Lender's sole discretion and will be subject to the conditions that are in effect at the time the assumption is requested. All conditions are determined solely by the Lender and are subject to change at anytime without notice.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe it through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

73429056  
**REMEDIES:** If I am in default on this note you have, subject to any notice requirements or other limitations of applicable law, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES:** To the extent permitted by applicable law, I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, to the extent permitted by applicable law, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs. To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

To the extent allowed by law, I waive the benefit of my homestead and personal property exemption as to this note. My waiver applies only to the property securing payment of this note.

**ARBITRATION:** All disputes, claims, or controversies arising from or relating to this contract or the relationships which result from this contract, or the validity of this arbitration clause or the entire contract, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. For purposes of this paragraph, the "parties" shall mean I, the Borrower, and you, the Lender, together. This arbitration agreement is made pursuant to a transaction in interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of

claimants pertaining to any claim arising from or relating to this contract. The parties agree and understand that the arbitrator shall have all powers provided by the law and the contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation, or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment, or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this contract, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guaranty or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us, will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time, without limit or notice, and for

**ADDITIONAL TERMS:**

ANY UNDISBURSED PORTIONS OF THE AMOUNT FINANCED HEREIN SHALL BE APPLIED TO THE PRINCIPAL BALANCE OF THE CONTRACT. THIS WILL NOT REDUCE MY MONTHLY PAYMENT AMOUNT ON THE CONTRACT, BUT MAY REDUCE THE TOTAL NUMBER OF MONTHS I MUST PAY THE CONTRACT.

**THIS LOAN IS NOT MADE UNTIL THE DOCUMENTS HAVE BEEN REVIEWED AND ACCEPTED BY LENDER.**

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, 3, AND 4). I have received a copy on today's date.

Signature

Date

Signature COREY SWATSWORTH

Date 10/26/01

Signature

Date

Signature

Date

Signature for Lender

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

By:

Signature

Date

Its:

LAND/HOME COORDINATOR

10/26/2001

Date

73429056  
73 - 5713328  
10/31/01

CONSECO FINANCE CONSUMER DISCOUNT COMPANY 105 BRADFORD RD SUITE 200 WEXFORD, PA 15090	COREY SWATSWORTH RR 1 CURWENSVILLE, PA 16833	Loan Number _____ Date <u>10/26/2001</u> Mat. Date <u>SEE ** BELOW</u> Loan Amount \$ <u>91202.96</u> Down Payment \$ <u>.00</u> ** Maturity date is 359 months after the first scheduled pay- ment of principal & interest.
LENDER'S NAME AND ADDRESS	BORROWER'S NAME AND ADDRESS	

**TRUTH-IN-LENDING DISCLOSURES**  
 "I" MEANS THE BORROWER AND "YOU" MEANS THE LENDER

ANNUAL PERCENTAGE RATE <small>The cost of my credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost me.</small>	AMOUNT FINANCED <small>The amount of credit provided to me or on my behalf.</small>	TOTAL OF PAYMENTS <small>The amount I will have paid when I have made all scheduled payments.</small>	I have the right to receive at this time an itemization of the Amount Financed
9.57 %	\$ 170292.37	\$ 82164.83	\$ 252457.20	I <u>XX</u> do <u>      </u> do not want an Itemization.

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	701.27	MONTHLY BEGINNING <u>2/20/02</u> (e) <u>XC5</u> <u>X 1812</u>

\*If final disbursement does not occur within 120 days of the first disbursement, interest-only payments are due monthly on the amounts disbursed, beginning 121 days after the first disbursement, until the final disbursement date. Thereafter, the regularly scheduled payments of principal and interest will begin. (e)

N/A Demand: N/A This loan has a demand feature.

N/A This loan is payable on demand and all disclosures are based on an assumed maturity of one year.

N/A Variable Rate: (check one below)

N/A My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

N/A The annual percentage rate may increase during the term of this transaction if N/A

N/A

Any increase will take the form of N/A

If the rate increases by N/A % in N/A, the N/A

will increase to N/A. The rate may not increase more often than once N/A

and may not increase more than N/A % each N/A. The rate will not go above N/A %

XX Security: I am giving a security interest in:

XX the goods or property being purchased. 2002 FLEETWOOD HOMES OAKCREST, SER# ORDERED UNIT

N/A collateral securing other loans with you may also secure this loan.

N/A my deposit accounts and other rights I may have to the payment of money from you.

XX real property located at: RR 1, CURWENSVILLE, PA 16833

other

XX Late Charges: If a payment is late I will be charged 10.0% OF THE SCHEDULED INSTALLMENT AMOUNT, AFTER 10 DAYS.

N/A Required Deposit: The annual percentage rate does not take into account my required deposit.

Prepayment: If I pay off this loan early, I XX may \_\_\_ will not have to pay a penalty.

XX may XX will not be entitled to a refund of part of the finance charge.

XX Assumption: Someone buying my house XX may, subject to conditions, be allowed to \_\_\_ cannot assume the remainder of the mortgage on the original terms.

I can see my 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 an estimate.

Type	Premium	Term
Credit Life	.00	0
Credit Disability	.00	0
Joint Credit Life	.00	0
N/A	N/A	N/A

\$ N/A for N/A of coverage.

Amount given to me directly \$ \_\_\_\_\_  
Amount paid on my (loan) account \$ \_\_\_\_\_  
\$ \_\_\_\_\_

\*\* See HUD 1-A for Itemization

(Add all items financed and subtract prepaid finance charges.)

**X**

179580006

73429056

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

4,125

020710054002470-001

PAFL122A8N76740C13  
VEHICLE IDENTIFICATION NUMBER2002  
YEARFLEETWOOD  
MAKE OF VEHICLE57270647501 SW  
TITLE NUMBERKH  
BODY TYPEQ  
DUP

SEAT CAP

PRIOR TITLE STATE

3/27/02  
ODOM. PROCD. DATEEXEMPT  
ODOM. MILES4  
ODOM. STATUS3/27/02  
DATE PA TITLED3/27/02  
DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRANDS

**ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW**  
REGISTERED OWNER(S)

**COREY SWATSWORTH**  
**RD 1 BOX 65**  
**CURMENSVILLE PA 16833**

APR - 2 2002

**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  
D = COLLECTIBLE VEHICLE  
F = OUT OF COUNTRY  
O = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION  
H = AGRICULTURAL VEHICLE  
L = LOGGING VEHICLE  
P = IS/WAS A POLICE VEHICLE  
R = RECONSTRUCTED  
S = STREET ROD  
T = RECOVERED THEFT VEHICLE  
V = VEHICLE CONTAINS REISSUED VIN  
W = FLOOD VEHICLE  
X = IS/WAS A TAXI

FIRST LIEN FAVOR OF:

SECOND LIEN FAVOR OF:

CONSECO FINANCE CORP

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

**CONSECO FINANCE CORP**  
**4625 RIVERGREEN PKWY NW**  
**DULUTH GA 30096**

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.



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

BRADLEY L. MALLORY

Secretary of Transportation

### D. APPLICATION FOR TITLE AND LIEN INFORMATION

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

SUBSCRIBED AND SWORN TO BEFORE ME:

MO.

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants In Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE:

→ IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

→ IF NO LIEN, CHECK ☐

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

SIGNATURE OF APPLICANT OR AU

SIGNATURE OF CO-APPLICANT/TITLE

STORE IN A SAFE PLACE - IF LO

EXHIBIT "B"

TE ZIP

IF VOID THIS TITLE

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

15432392

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, WY

X

X

NOTICE OF DEFAULT  
AND  
RIGHT TO CURE DEFAULT

GREENTREE

Date of Notice: 08/27/2007

Certified Mail Receipt No. 71067112169001683652

Corey Swatsworth  
1220 Tree Farm Rd  
Curwensville, PA 16833-6933

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

Account No: 734290562

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 \$70.12 in fees and charges) totaling \$1,472.66.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$1,472.66, which consists of \$1,402.54 for past due payments and \$70.12 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 \$89,463.19 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 bring a court action to assert 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.

This is an attempt to collect a debt and any information on this letter is for your information only.

7/07

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

COMPLETE THIS SECTION ON DELIVERY

A. Recipient's Name (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:

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Green Tree Consumer Discount Company  
Tempe III

EXHIBIT "C"

PS Form 3811, July 1

7/07

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION