

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company,

Plaintiff,

v.

Daniel J. Sidelinger,

Defendant.

CIVIL DIVISION

No. 07-1623-CD

Complaint in Civil Action - Replevin

Filed on behalf of:
Green Tree Consumer Discount
Company

Counsel of Record for this Party:

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

pd \$85.00 Atty
FILED ICC Atty
m/2:05 ch ICC shff
OCT 12 2007
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,)	
	)	No.
Plaintiff,)	
	)	Complaint in Replevin
v.)	
)	
Daniel J. Sidelinger,)	
)	
Defendant.)	
)	

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,

Plaintiff,

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Daniel J. Sidelinger,

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CIVIL DIVISION

No.

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COMPLAINT

COUNT I - REPLEVIN

AND NOW, comes Green Tree 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, hereinafter referred to as "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 3 Executive Park Drive, Bedford, New Hampshire 03110.

2. Daniel J. Sidelinger, hereinafter referred to as "Defendant," is an individual whose last known address is 75 Hemlock Drive, Pine Valley Mobile Home Park, Penfield, Pennsylvania 15849.

3. On or about November 19, 1998, Defendant purchased a 1992 Redman New Moon Manufactured Home, Serial Number 12223625, (the "Mobile Home") and entered into a written Manufactured Home Retail Installment Contract and Security Agreement (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Green Tree perfected its security interest in the Mobile Home by recording an encumbrance on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

5. Plaintiff avers that the approximate retail value of the Mobile Home is \$12,300 and that the Mobile Home is in the Defendant's possession and believed to be at Defendant's address as stated above.

6. Defendant defaulted under the terms of the Security Agreement by failing to make payments when due. As of October 3, 2007, the Defendant's payments of interest and principal were in arrears in the amount of \$1,006.43. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of October 3, 2007, is \$13,116.83.

7. Plaintiff provided Defendant 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."

8. Defendant failed to cure the default or return the Mobile Home upon Plaintiff's demand.

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

10. The Security Agreement provides that in the event of default, Defendant will pay:

- a. the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;
- b. court costs and disbursements; and
- c. costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

11. In order to bring this action Green Tree Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, requests:

a) judgment against Defendant to recover the Mobile Home, plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.

COUNT II - DAMAGES

By way of separate and alternative pleading, Plaintiff, Green Tree Consumer Discount Company, alleges the following:

12. Paragraphs 1 through 11 of this Complaint are incorporated herein by reference as though fully set forth.

13. This Count is brought in the alternative to the relief sought in Count I.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, requests:

a) judgment against Defendant in the amount of \$13,116.83 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.



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

VERIFICATION

I, ERIN P. DYER, am an attorney for Green Tree Consumer Discount Company, the Plaintiff in this action. I verify that the matters stated in the foregoing are not all within my personal knowledge, but that to the best of my knowledge the matters stated in the foregoing are true and correct. I am signing this verification on behalf of Green Tree Consumer Discount Company because it is outside the jurisdiction of this court and its verification cannot be timely obtained. Upon request, I will provide an original Verification from the Plaintiff. I understand that the statements in the foregoing are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

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

MANUFACTURED HOME PROMISSORY NOTE, SECURITY AGREEMENT AND DISCLOSURE STATEMENT (CONV. - FHA - VA) (SI)
Date 11-19-98MAKER: SIDELINGER, DANIEL J., 89 COUNTRY PLACE, DU BOIS, PA 15801

MAKER:

CREDITOR: GREEN TREE CONSUMER DISCOUNT CO., 105 BRADFORD RD, BLDG III, SUITE 200, WYKOFD, PA 15090
FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit provided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)
12.75 %	\$ 22674.30	\$ 18169.50	\$ 40843.30

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
180	226.91	Monthly beginning <u>12-25-1998</u>

SECURITY: I am giving a security interest in:

☒ The manufactured home or modular home being purchased. N/A The manufactured home or modular home being refinanced.☒ Real property located at N/ALATE CHARGE: If a payment is more than 15 days late, I will be charged \$ 5.00 or 2.00 % of the payment, whichever is LESS

PREPAYMENT: If I pay off early, I will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to underwriting conditions, be allowed to assume the remainder of my obligation on the original terms.

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

ITEMIZATION OF THE AMOUNT FINANCED

1. Amount Paid On My Behalf.....	\$ 17945.00
Name of Previous Creditor: _____	
2. Amounts Paid To Others On My Behalf:	
a. Paid to Public Officials.....	+\$ 27.50
b. Paid to Insurance Companies.....	+\$ 197.00
c. Paid to Appraiser.....	+\$.00
d. Paid to _____	+\$.00
e. Paid to _____	+\$.00
f. Paid to _____	+\$.00
g. Paid to _____	+\$.00
h. Paid to _____	+\$.00
i. Paid to _____	+\$.00
j. Paid to _____	+\$.00
k. Paid to _____	+\$.00
3. Principal Balance (1 + 2a.-k.).....	\$ 18169.50
4. Prepaid Finance Charges.....	-\$.00
	-\$.00
	-\$.00
5. Amount Financed (3 - 4).....	\$ 18169.50

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you \$ 197.00 for insurance protection for a term of 01 years.

☒ Comprehensive (\$ 250.00 deductible)

☒ Flood

☒ Liability

☒ Other

N/A Vendor's Single Interest

OPTIONAL CREDIT LIFE AND DISABILITY INSURANCE

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

<u>N/A</u> Single Credit Life Insurance	\$.00
<u>N/A</u> Joint Credit Life Insurance	\$.00
<u>N/A</u> Single Credit Disability Insurance	\$.00
Total	\$.00

☒ Signature of Maker(s) Insured _____ Date _____

CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Maker(s). "You", "your" means the Creditor. "Manufactured Home" means the manufactured home or modular home and any other property described below and on page 2. "Agreement" or "Contract" means this Promissory Note, Security Agreement and Disclosure Statement.

NEW OR USED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
<u>U</u>	<u>1992 REDBAY BOXES</u>	<u>NEW MOON</u>	<u>12223625</u>	<u>14 X 76</u>

EXHIBIT "A"

N/A Stove N/A Refrigerator N/A Washer N/A Dryer Air Conditioner Wheels
Other (Describe) N/A

2. LOCATION: The Manufactured Home is located at the following address: 83 COUNTRY PLACE, DU BOIS, PA 15801

The land on which the Manufactured Home is located is owned by: _____
3. PROMISE TO PAY: To repay my loan, I promise to pay you 18169.50 (the "Principal Balance") as listed under the "Itemization of Amount Financed" on page 1, plus interest from the contract date at the rate of 12.75 % per annum until paid in full by making the "Total of Payments" in accordance with the "Payment Schedule" on page 1. I also agree to pay you a late charge for late payment as shown on page 1. The Total Sale Price is 42893.80 and my down payment is 2050.00.

4. SIMPLE INTEREST CONTRACT: This is a simple interest contract. Interest will accrue upon the unpaid principal balance outstanding from time to time. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Agreement. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

5. SECURITY INTEREST: I give you a security interest under the applicable certificate of title law or Uniform Commercial Code in the Manufactured Home and any property added or attached to it, to secure my obligation under this Agreement. I also grant you a security interest in any interest I may have in premium refunds or proceeds under any insurance covering the Manufactured Home. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. To the extent, if any, that any Agreement (whether or not accompanied by any one or more original) constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction) no security interest in any Agreement may be created in any document(s) other than the Original.

6. PREPAYMENT: I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE OF THIS AGREEMENT WITHOUT ANY PENALTY.

7. NO WARRANTIES: I agree that there are no warranties of any type covering the Manufactured Home. If I am purchasing the Manufactured Home, then it is being purchased AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

8. PROTECTION OF THE MANUFACTURED HOME: I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

9. PERSONAL PROPERTY: I agree that regardless of how my Manufactured Home is attached to the real property and regardless of how your security interest in my Manufactured Home is perfected and regardless of whether an affidavit of affixture (or other similar instrument identifying the property as a fixture) has been recorded, my Manufactured Home is and shall remain personal property and is not and shall not become a fixture or part of the real property unless you consent in writing and state law permits a contrary classification. I agree to pay any and all personal property taxes assessed against my Manufactured Home and agree that failure to pay such taxes shall constitute a default under paragraph 14 on page 3.

10. INSURANCE: I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you with written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Agreement. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Agreement, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorney fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

11. CHARGES; LIENS: I shall pay all taxes, assessments and other charges, fines and impositions attributable to the Manufactured Home which may attain a priority under this Agreement. I shall promptly furnish to you all notices of amounts due under this paragraph and, if I make payments on any such amounts directly, I shall promptly furnish to you receipts evidencing such payments. I shall promptly discharge any lien which has priority over this Agreement provided that I shall not be required to discharge any such lien so long as I shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to you or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Manufactured Home or any part thereof.

12. INSPECTION: You may make, or cause to be made, reasonable entries upon and inspections of the Manufactured Home, provided that you shall give me notice prior to any such inspection specifying reasonable cause therefor related to your interest in the Manufactured Home.

13. FORBEARANCE BY CREDITOR NOT A WAIVER: Any forbearance by you in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by you shall not be a waiver of your right to accelerate the maturity of this indebtedness secured by this contract and declare a default herein.

14. DEFAULT: I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Agreement; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Agreement is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) **Acceleration:** You can require me to immediately pay you the entire remaining balance of this Agreement; and/or (b) **Repossession:** You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

15. **NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Agreement shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

16. **TRANSFER OF PROPERTY; ASSUMPTION:** If all or any part of the Manufactured Home or interest therein is sold or otherwise transferred by me without your prior written consent, excluding the creation of a purchase money security interest for household appliances, you may, at your option, declare all the sums secured by this Agreement to be immediately due and payable. If you exercise such option to accelerate, you shall mail to me thirty (30) days prior notice of acceleration in accordance with the notice provision herein. If I fail to pay such sums prior to the expiration of such period, you may, without further notice or demand on me, invoke any remedies permitted under law.

17. **ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Agreement or to get possession of the Manufactured Home or to enforce my agreements herein, I will pay your statutory attorney's fees plus court costs and out of pocket expenses.

18. MISCELLANEOUS PROVISIONS: This written Agreement is the only agreement that covers my loan. This Agreement can only be modified or amended or provisions in it waived (given up) by a written modification to this Agreement signed by you. You can decide not to use or enforce any of your rights under this Agreement without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Agreement cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Agreement or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

19. **ARBITRATION:** All disputes, claims or controversies arising from or relating to this Contract or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. 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 Contract. The parties agree that the arbitrator shall have all powers provided by law, the Contract and the agreement of the parties. 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 (filing a lawsuit) or non-judicial relief to enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation secured by the Manufactured Home or to foreclose on the Manufactured Home. The institution and maintenance of a lawsuit to foreclose upon any collateral, to obtain a monetary judgment or 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.

NOTICE TO MAKER(S): 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. MAKER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE ENTIRE AGREEMENT BEFORE YOU SIGN IT.

Maker *Daniel J. Sidelinger* 11/19/98 Maker X _____
Signature DATE Signature DATE

733 25398

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

7.911

983430012000992-001

12229625		92	REDHAWK	45665808703		ST
VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE OF VEHICLE	TITLE NUMBER		
MM	0		1/04/99	EXEMPT	4	
BODY TYPE	DUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROC. DATE	ODOM. MILES	ODOM. STATUS
11/17/92	1/04/99					
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GVWR	GCWR	TITLE BRANDS	

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

DANIEL J SIDLINGER
89 COUNTRY PLACE PARK
DU BOIS PA 15801

75 Hemlock Drive
Pine Valley MHP
Penfield PA
15849

FIRST LIEN FAVOR OF:

GREEN TREE CONS DISC CO

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

MAILING ADDRESS

GREEN TREE CONS DISC CO
105 BRADFORD RD
STE 200
WEXFORD PA 15090

BY

AUTHORIZED REPRESENTATIVE

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

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

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

1ST LIEN DATE:

→ IF NO LIEN, CHECK ☐

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

→ IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AU

STORE IN A SAFE PLACE

THIS TITLE

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

003645836

EXHIBIT "B"

X

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

X

NOTICE OF DEFAULT
 AND
 RIGHT TO CURE DEFAULT

GREENTREE

Date of Notice: 07/27/2007

Certified Mail Receipt No. 71067112169001166933

Daniel J. Sidelinger
 75 Hemlock Dr
 Pine Vly Mhp
 Penfield, PA 15849-9781

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

Account No: 733253983

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 \$4.53 in fees and charges) totaling \$549.67.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$549.67, which consists of \$545.14 for past due payments and \$4.53 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 \$12,504.03 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.

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

10/04

RETURN RECEIPT REQUESTED
 USPS MAIL CARRIER
 DETACH ALONG PERFORATION

COMPLETE THIS SECTION ON DELIVERY

A. Signature (Please Print Clearly) B. Date of Delivery

C. Signature

X ☐ Agent ☐ Addressee

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
 7360 South Kyrene Rd

EXHIBIT "C"

PS Form 3811, July 2001

RETURN RECEIPT REQUESTED
 USPS MAIL CARRIER
 DETACH ALONG PERFORATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Green Tree Consumer Discount
Company,

Plaintiff,

v.

No. 07-1663-CD

Daniel J. Sidelinger,

Defendant.

Motion Directing Sheriff to File Return
of Service Pursuant to Rule 405(a) of
the Pennsylvania Rules of Civil
Procedure

Filed on Behalf of Plaintiff:
Green Tree Consumer Discount
Company

Counsel of Record for this Party:

Erin P. Dyer, Esquire
PA I.D. #52748
5743 Centre Avenue
Pittsburgh, PA 15206
(412) 361-1000

FILED

DEC 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Green Tree Consumer Discount)	
Company,)	
)	
Plaintiff,)	
)	
v.	)	No. 07-1663-CD
)	
Daniel J. Sidelinger,)	
)	
Defendant.)	
)	
)	
)	
)	

MOTION DIRECTING SHERIFF
TO FILE RETURN OF SERVICE PURSUANT TO
RULE 405(a) OF THE PENNSYLVANIA RULES OF CIVIL PROCEDURE

AND NOW, comes Green Tree Consumer Discount Company ("Plaintiff" or "Movant") by and through its attorneys, Erin P. Dyer, Esquire and the Dyer Law Firm, P.C., and avers the following in support of its Motion Directing Sheriff to File Return of Service.

1. On October 12, 2007, Plaintiff filed a Complaint in Replevin against Daniel J. Sidelinger at Civil Division Number 07-1663-CD. A copy of Petitioner's Complaint is attached hereto as Exhibit "I."

2. The Complaint seeks to recover possession of a 1992 Redman New Moon Manufactured Home, Serial Number 12223625. The Manufactured Home is collateral for a purchase money loan.

3. On October 30, 2007, the Sheriff's Deputy served the Defendant with the Complaint.

4. The Defendant's Answer was due on November 19, 2007.

5. On November 26, 2007, Plaintiff served the Defendant with its Notice of Intention to Enter Judgment.

6. The Defendant did not file an Answer to the Complaint pursuant to Rule 1037(b) of the Pennsylvania Rules of Civil Procedure.

7. Beginning on December 7, 2007, Plaintiff was entitled to seek the entry of Judgment by Default against the Defendant.

8. The Prothonotary will not enter judgment against the Defendant because no evidence is entered on the Civil Docket to reflect service of the Complaint.

9. The Prothonotary advises Plaintiff's counsel that the Sheriff must file his Return of Service before Plaintiff can file its Praecipe for Entry of Default Judgment.

10. After receiving a few requests from Plaintiff's counsel to file his return, the Sheriff's representative responded that she was unable to expedite the filing of the return without an Order of Court.

11. The Sheriff's representative advised Plaintiff's counsel that she was behind schedule, she faced a back log dating to July 2007 for issuing Returns of Service, and the Sheriff may not file his Return of Service with the Prothonotary in this civil action until sometime in 2008.

12. Each day the Plaintiff is delayed from entering judgment against the Defendant and recovering possession of its secured collateral increases Plaintiff's financial loss and its problems related thereto are compounded.

13. Rule 405(a) of the Pennsylvania Rules of Civil Procedure provides authority for the Court to order the Sheriff to file the Return of Service in this case. Rule 405(a) states, "[w]hen service of original process has been made the sheriff shall make a return of service forthwith."

14. *Webster's New Collegiate Dictionary* defines "forthwith" as immediately.

15. The Defendant has not tendered a payment to Plaintiff since June 18, 2007.

16. The Defendant continues to reside in the Manufactured Home without payment to Plaintiff for over seven months.


17. This delay unjustly benefits the Defendant to the Plaintiff's detriment.

18. Plaintiff seeks to pursue its rights to recover its collateral in a timely manner.

19. Plaintiff respectfully requests that this Honorable Court direct the Sheriff to complete and file his Return of Service with the Prothonotary evidencing service of the Complaint in Replevin on the named Defendant pursuant to Rule 405(a) of the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Plaintiff requests that this Honorable Court provide for the relief requested herein and described on the attached proposed Order of Court.

By:



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company,

CIVIL DIVISION

No. 07-1663-CD

Plaintiff,

Complaint in Civil Action - Replevin

v.

Daniel J. Sidelinger,

Filed on behalf of:
Green Tree Consumer Discount
Company

Defendant.

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.

OCT 12 2007

Attest:

William A. Dyer
Prothonotary/
Clerk of Courts

EXHIBIT I

RECEIVED

OCT 15 2007

DYER LAW FIRM, P.C.

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,)	
	)	No.
Plaintiff,)	
	)	Complaint in Replevin
v.)	
)	
Daniel J. Sidelinger,)	
)	
Defendant.)	
)	

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,

Plaintiff,

v.

Daniel J. Sidelinger,

Defendant.

) 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

COUNT I - REPLEVIN

AND NOW, comes Green Tree 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, hereinafter referred to as "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 3 Executive Park Drive, Bedford, New Hampshire 03110.

2. Daniel J. Sidelinger, hereinafter referred to as "Defendant," is an individual whose last known address is 75 Hemlock Drive, Pine Valley Mobile Home Park, Penfield, Pennsylvania 15849.

3. On or about November 19, 1998, Defendant purchased a 1992 Redman New Moon Manufactured Home, Serial Number 12223625, (the "Mobile Home") and entered into a written Manufactured Home Retail Installment Contract and Security Agreement (the "Security Agreement") for the payment of a portion of the purchase price thereof. A true and correct copy of the Security Agreement is attached hereto as Exhibit "A."

4. Green Tree perfected its security interest in the Mobile Home by recording an encumbrance on the title thereto. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

5. Plaintiff avers that the approximate retail value of the Mobile Home is \$12,300 and that the Mobile Home is in the Defendant's possession and believed to be at Defendant's address as stated above.

6. Defendant defaulted under the terms of the Security Agreement by failing to make payments when due. As of October 3, 2007, the Defendant's payments of interest and principal were in arrears in the amount of \$1,006.43. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of October 3, 2007, is \$13,116.83.

7. Plaintiff provided Defendant 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."

8. Defendant failed to cure the default or return the Mobile Home upon Plaintiff's demand.

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

10. The Security Agreement provides that in the event of default, Defendant will pay:

a. the reasonable attorney's fees of seller or of seller's assignee, provided that prior to commencement of legal action such fee shall not exceed \$50.00;

b. court costs and disbursements; and

c. costs incurred by seller or of seller's assignee to foreclose on the Mobile Home including the costs of storing, reconditioning and reselling the Mobile Home.

11. In order to bring this action Green Tree Consumer Discount Company was required to retain an attorney and did so retain Attorney Erin P. Dyer.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, requests:

a) judgment against Defendant to recover the Mobile Home, plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.

COUNT II - DAMAGES

By way of separate and alternative pleading, Plaintiff, Green Tree Consumer Discount Company, alleges the following:

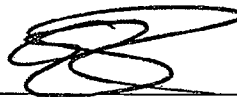
12. Paragraphs 1 through 11 of this Complaint are incorporated herein by reference as though fully set forth.

13. This Count is brought in the alternative to the relief sought in Count I.

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, requests:

a) judgment against Defendant in the amount of \$13,116.83 with interest and late charges plus detention damages, special damages consisting of *inter alia*, detaching and transporting the Mobile Home, shipping fees, any cost for insurance placed on the Mobile Home by Plaintiff, late charges, and all allowable damages per the Security Agreement, any further costs for repossession and sale, and attorney's fees and costs of litigation in order to obtain possession of the Mobile Home; and

b) In the event Plaintiff repossesses said Mobile Home and resells or otherwise disposes of said Mobile Home, a deficiency judgment in an amount to be determined by the Court upon petition of Plaintiff, which amount shall be equal to the difference between the amount owed pursuant to the said Security Agreement plus the damages set forth in paragraph (a) above and the amount recovered by Plaintiff from the resale or other disposition of the said Mobile Home, less expenses.



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

VERIFICATION

I, ERIN P. DYER, am an attorney for Green Tree Consumer Discount Company, the Plaintiff in this action. I verify that the matters stated in the foregoing are not all within my personal knowledge, but that to the best of my knowledge the matters stated in the foregoing are true and correct. I am signing this verification on behalf of Green Tree Consumer Discount Company because it is outside the jurisdiction of this court and its verification cannot be timely obtained. Upon request, I will provide an original Verification from the Plaintiff. I understand that the statements in the foregoing are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

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

**MANUFACTURED HOME PROMISSORY NOTE, SECURITY
AGREEMENT AND DISCLOSURE STATEMENT (CONV. - FHA - VA) (SI)**
Date 11-19-98MAKER: SIDELINGER, DANIEL J., 89 COUNTRY PLACE, DU BOIS, PA 15801

MAKER:

CREDITOR GREEN TREE CONSUMER DISCOUNT CO., 105 BRADFORD RD, BLDG III, SUITE 200, WILKESBORO, PA 15090**FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES**

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit provided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)
12.75 %	\$ 22674.30	\$ 18169.50	\$ 40843.80

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
180	226.91	Monthly beginning <u>12-25-1998</u>

SECURITY: I am giving a security interest in:

☒ The manufactured home or modular home being purchased. N/A The manufactured home or modular home being refinanced.N/A Real property located at: N/ALATE CHARGE: If a payment is more than 15 days late, I will be charged \$ 5.00 or 2.00 % of the payment, whichever is LESS.

PREPAYMENT: If I pay off early, I will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to underwriting conditions, be allowed to assume the remainder of my obligation on the original terms.

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

ITEMIZATION OF THE AMOUNT FINANCED

1. Amount Paid On My Behalf.....	\$ 17945.00
Name of Previous Creditor:	
2. Amounts Paid To Others On My Behalf:	
a. Paid to Public Officials.....	+ \$ 27.50
b. Paid to Insurance Companies.....	+ \$ 197.00
c. Paid to Appraiser.....	+ \$.00
d. Paid to	+ \$.00
e. Paid to	+ \$.00
f. Paid to	+ \$.00
g. Paid to	+ \$.00
h. Paid to	+ \$.00
i. Paid to	+ \$.00
j. Paid to	+ \$.00
k. Paid to	+ \$.00
3. Principal Balance (1 + 2a.-k.).....	\$ 18169.50
4. Prepaid Finance Charges.....	- \$.00
	- \$.00
	- \$.00
5. Amount Financed (3 - 4).....	\$ 18169.50

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you \$ 197.00 for insurance protection for a term of 01 years.

☒ Comprehensive (\$ 250.00 deductible);

N/A Flood

☒ Liability N/A Vendor's Single Interest

N/A Other

OPTIONAL CREDIT LIFE AND DISABILITY INSURANCE

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

<u>N/A</u> Single Credit Life Insurance	\$.00
<u>N/A</u> Joint Credit Life Insurance	\$.00
<u>N/A</u> Single Credit Disability Insurance	\$.00
Total	\$.00

☒ Signature of Maker(s) Insured

Date

CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Maker(s). "You", "your" means the Creditor. "Manufactured Home" means the manufactured home or modular home and any other property described below and on page 2. "Agreement" or "Contract" means this Promissory Note, Security Agreement and Disclosure Statement.

NEW OR USED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
<u>U</u>	<u>1992 REDMAN HOMES</u>	<u>NEW MOON</u>	<u>12223625</u>	<u>14 X 76</u>

EXHIBIT "A"

N/A Stove N/A Refrigerator N/A Washer N/A Dryer Air Conditioner Wheels
Other (Describe) N/A

2. LOCATION: The Manufactured Home is located at the following address: 83 COUNTRY PLACE, EL BOIS, PA 15801

The land on which the Manufactured Home is located is owned by: 18165.50 (the "Principal Balance") as listed under the

3. PROMISE TO PAY: To repay my loan, I promise to pay you 12.75 % per annum "Itemization of Amount Financed" on page 1, plus interest from the contract date at the rate of 12.75 % per annum until paid in full by making the "Total of Payments" in accordance with the "Payment Schedule" on page 1. I also agree to pay you a late charge for late payment as shown on page 1. The Total Sale Price is 42893.80 and my down payment is 2050.00.

4. SIMPLE INTEREST CONTRACT: This is a simple interest contract. Interest will accrue upon the unpaid principal balance outstanding from time to time. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Agreement. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

5. SECURITY INTEREST: I give you a security interest under the applicable certificate of title law or Uniform Commercial Code in the Manufactured Home and any property added or attached to it, to secure my obligation under this Agreement. I also grant you a security interest in any interest I may have in premium refunds or proceeds under any insurance covering the Manufactured Home. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. To the extent, if any, that any Agreement (whether or not accompanied by any one or more original) constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction) no security interest in any Agreement may be created in any document(s) other than the Original.

6. PREPAYMENT: I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE OF THIS AGREEMENT WITHOUT ANY PENALTY.

7. NO WARRANTIES: I agree that there are no warranties of any type covering the Manufactured Home. If I am purchasing the Manufactured Home, then it is being purchased AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

8. PROTECTION OF THE MANUFACTURED HOME: I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

9. PERSONAL PROPERTY: I agree that regardless of how my Manufactured Home is attached to the real property and regardless of how your security interest in my Manufactured Home is perfected and regardless of whether an affidavit of affixture (or other similar instrument identifying the property as a fixture) has been recorded, my Manufactured Home is and shall remain personal property and is not and shall not become a fixture or part of the real property unless you consent in writing and state law permits a contrary classification. I agree to pay any and all personal property taxes assessed against my Manufactured Home and agree that failure to pay such taxes shall constitute a default under paragraph 14 on page 3.

10. INSURANCE: I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you with written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Agreement. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Agreement, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorney fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

11. CHARGES; LIENS: I shall pay all taxes, assessments and other charges, fines and impositions attributable to the Manufactured Home which may attain a priority under this Agreement. I shall promptly furnish to you all notices of amounts due under this paragraph and, if I make payments on any such amounts directly, I shall promptly furnish to you receipts evidencing such payments. I shall promptly discharge any lien which has priority over this Agreement provided that I shall not be required to discharge any such lien so long as I shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to you or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Manufactured Home or any part thereof.

12. INSPECTION: You may make, or cause to be made, reasonable entries upon and inspections of the Manufactured Home, provided that you shall give me notice prior to any such inspection specifying reasonable cause therefor related to your interest in the Manufactured Home.

13. FORBEARANCE BY CREDITOR NOT A WAIVER: Any forbearance by you in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by you shall not be a waiver of your right to accelerate the maturity of this indebtedness secured by this contract and declare a default herein.

14. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any other promises under this Agreement; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) You feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Agreement is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) **Acceleration:** You can require me to immediately pay you the entire remaining balance of this Agreement; and/or (b) **Repossession:** You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

15. **NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Agreement shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

16. **TRANSFER OF PROPERTY; ASSUMPTION:** If all or any part of the Manufactured Home or interest therein is sold or otherwise transferred by me without your prior written consent, excluding the creation of a purchase money security interest for household appliances, you may, at your option, declare all the sums secured by this Agreement to be immediately due and payable. If you exercise such option to accelerate, you shall mail to me thirty (30) days prior notice of acceleration in accordance with the notice provision herein. If I fail to pay such sums prior to the expiration of such period, you may, without further notice or demand on me, invoke any remedies permitted under law.

17. **ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Agreement or to get possession of the Manufactured Home or to enforce my agreements herein, I will pay your statutory attorney's fees plus court costs and out of pocket expenses.

18. **MISCELLANEOUS PROVISIONS:** This written Agreement is the only agreement that covers my loan. This Agreement can only be modified or amended or provisions in it waived (given up) by a written modification to this Agreement signed by you. You can decide not to use or enforce any of your rights under this Agreement without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Agreement cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Agreement or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

19. **ARBITRATION:** All disputes, claims or controversies arising from or relating to this Contract or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. 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 Contract. The parties agree that the arbitrator shall have all powers provided by law, the Contract and the agreement of the parties. 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 (filing a lawsuit) or non-judicial relief to enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation secured by the Manufactured Home or to foreclose on the Manufactured Home. The institution and maintenance of a lawsuit to foreclose upon any collateral, to obtain a monetary judgment or 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.

NOTICE TO MAKER(S): 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. MAKER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE ENTIRE AGREEMENT BEFORE YOU SIGN IT.

Maker *Daniel J. Sidelinger* 11/19/98 Maker X
Signature DATE Signature DATE

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

003645836

COMMONWEALTH OF PENNSYLVANIA							
DEPARTMENT OF TRANSPORTATION							
CERTIFICATE OF TITLE FOR A VEHICLE							
7.911							
983430012000992-001							
12291625		92		REDMAN		45665808703 S.T.	
VEHICLE IDENTIFICATION NUMBER		YEAR		MAKE OF VEHICLE		TITLE NUMBER	
HH		0		1/04/99		EXEMPT	
BODY TYPE		DUP		SEAT CAP		PRIOR TITLE STATE	
117/1752		1704/99		UNLADEN WEIGHT		GVWR	
DATE PA TITLED		DATE OF ISSUE		GVWR		TITLE BRANDS	
ODOMETER STATUS 0 = ACTUAL MILEAGE 1 = MILEAGE EXCEEDS THE MECHANICAL 2 = NOT THE ACTUAL MILEAGE 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED 4 = EXEMPT FROM ODOMETER DISCLOSURE							
ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW REGISTERED OWNER(S) DANIEL J. SIDLINGER 89 COUNTRY PLACE PARK DU BOIS PA 15801 75 Hemlock Driv Pine Valley MHP Pinefield PA 15849							
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 = LOADING 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: GREEN TREE CONS DISC CO							
If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.							
FIRST LIEN RELEASED DATE BY AUTHORIZED REPRESENTATIVE				SECOND LIEN RELEASED DATE BY AUTHORIZED REPRESENTATIVE			
MAILING ADDRESS GREEN TREE CONS DISC CO 105 BRADFORD RD STE 200 WEXFORD PA 15090							
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							
When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common". A <input type="checkbox"/> Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner). B <input type="checkbox"/> Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).							
SUBSCRIBED AND SWORN TO BEFORE ME MO. DAY YEAR SIGNATURE OF PERSON ADMINISTERING OATH							
SIGN IN PRESENCE OF 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 AU							
STORE IN A SAFE PLACE - IF							
1ST LIEN DATE: IF NO LIEN, CHECK <input type="checkbox"/>							
1ST LIENHOLDER							
STREET							
CITY STATE ZIP							
FINANCIAL INSTITUTION NUMBER							
2ND LIEN DATE: IF NO LIEN, CHECK <input checked="" type="checkbox"/>							
2ND LIENHOLDER							
STREET							
CITY STATE ZIP							
THIS TITLE							

EXHIBIT "B"

AL, AZ, AR, CT, DE, FL, GA, IA (LH PMM), ID, IL, IN, KY, LA, MA (LH), 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
RI, SD, TN, TX (HO), UT, VT, VA, WA, WV (LH), WY

X

X

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

GREENTREE

Date of Notice: 07/27/2007

Certified Mail Receipt No. 71067112169001166933

Daniel J. Sidelinger
75 Hemlock Dr
Pine Vly Mhp
Penfield, PA 15849-9781

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

Account No: 733253983

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 \$4.53 in fees and charges) totaling \$549.67.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$549.67, which consists of \$545.14 for past due payments and \$4.53 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 \$12,504.03 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.

This is an attempt to collect a debt and any information on this notice is for collection purposes only.

10/04

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X ☐ Agent ☐ Addressee

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
7360 South Kvrene Rd

EXHIBIT "C"

PS Form 3811, July 2001

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

07701

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

Green Tree Consumer Discount)
Company,)
)
Plaintiff,)
)
v.)
)
Daniel J. Sidelinger,)
)
Defendant.)
)

No. 07-1663-CD

FILED

DEC 24 2007

William A. Shaw
Prothonotary/Clerk of Courts
1 CERT to ARM
d SHAW

ORDER OF COURT

AND NOW, to wit, this 21st day of December, 2007, upon consideration of Plaintiff's Motion Directing Sheriff to File Return of Service Pursuant to Rule 405(a) of the Pennsylvania Rules of Civil Procedure, this Court having found that the Prothonotary will not enter Judgment by Default until the Sheriff files his Return of Service; therefore, the relief sought in the Motion is GRANTED.

IT IS ORDERED that the Sheriff is directed to complete his Return of Service for service of the Complaint on the named Defendant in Civil Division Number 07-1663 and promptly file his Return of Service within 4 business days from the date of this Order.

BY THE COURT:

Frederick J. Gorman
J.

DATE: 12-24-05

☒ You are responsible for serving all appropriate parties.

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

☒ Plaintiff(s) ☐ Attorney ☐ Other

☐ Defendant(s) ☐ Attorney

☒ Special Instructions: *Shen*

William A. Shaw
Prothonotary/Clerk of Courts

DEC 24 2007

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103300
NO: 07-1663-CD
SERVICE # 1 OF 1
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: DANIEL J. SIDELINGER

SHERIFF RETURN

NOW, October 30, 2007 AT 9:55 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON DANIEL J. SIDELINGER DEFENDANT AT 61 REDWOOD LANE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DANIEL J. SIDELINGER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED
DEC 27 2007
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	DYER	6866	10.00
SHERIFF HAWKINS	DYER	6866	64.56

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company,

Plaintiff,

v.

Daniel J. Sidelinger,

Defendant.

CIVIL DIVISION

No. 07-1663-CD

FILED *Att'y pd. 20.00*
m/12:58/61 No CC
JAN 07 2008 *Notice to Def.*

William A. Shaw
Prothonotary/Clerk of Courts

(64)

PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT

To the Prothonotary:

Please enter Judgment by Default in favor of the Plaintiff, Green Tree Consumer Discount Company and against the Defendant, Daniel J. Sidelinger for his failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendant was served with the Complaint on October 30, 2007, and his answer was due to be filed on November 19, 2007.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment which I certify was mailed by regular mail to the Defendant at his last known address and to his attorney of record, if any, on November 26, 2007, which is at least 10 days prior to the filing of this Praecipe.

Please enter judgment for possession of the 1992 Redman New Moon Manufactured Home, Serial Number 12223625, that being the relief demanded in the Complaint.



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

Attachments: Ten Day Notice -- Exhibit "A"
Affidavit of Non-Military Service & Last Known Address

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount
Company,

Plaintiff,

v.

Daniel J. Sidelinger,

Defendants.

CIVIL DIVISION

No. 2007-01663 CD

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.

Certificate of Mailing

Daniel J. Sidelinger
75 Hemlock Drive
Pine Valley Mobile Home Park
Penfield, Pennsylvania 15849

Date of Notice: November 26, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE 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



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

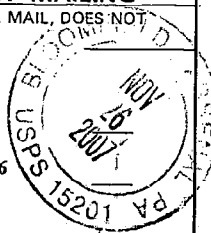
EXHIBIT "A"

FILE

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Rec

Dyer Law Firm, P.C.
Attorneys and Counsellors at Law
5743 Centre Avenue
PITTSBURGH, PENNSYLVANIA 15206

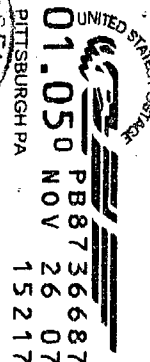


One piece of ordinary mail addressed to:

Daniel J. Sidelinger
75 Hemlock Drive
Pine Valley Mobile Home Park
Perfield, Pennsylvania 15849

PS Form 3817, Mar. 1989 **G.T. Sidelinger, Daniel**

Attach fee here in stamps
or meter postage and
postmark. Inquire of
postmaster for current
fee.



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

COPY

CIVIL DIVISION

No. 07-1663-CD.

Daniel J. Sidelinger,

Daniel J. Sidelinger
75 Hemlock Drive
Pine Valley Mobile Home Park
Penfield, PA 15849-9781

Pursuant to the requirements of Pa. R.C.P. 236, you are hereby notified that:

JUDGMENT BY DEFAULT has been entered against you in the above proceeding.

William L. Hargrave 1/7/08
Prothonotary of Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount
Company,

Plaintiff,

v.

Daniel J. Sidelinger,

Defendant.

) CIVIL DIVISION

) No. 07-1663-CD

FILED

JAN 07 2008

Any pd. 20.00
ICC & Lewitz
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

(CK)

PRAECIPE FOR WRIT OF POSSESSION

To the Prothonotary, kindly issue a Writ of Possession in the above matter and direct the Sheriff of Clearfield County to:

1. Deliver possession of the following described property to Green Tree Consumer Discount Company:

1992 Redman New Moon Manufactured Home, Serial Number 12223625.

2. Inform Daniel J. Sidelinger that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1992 Redman New Moon Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. Levy upon any property of Daniel J. Sidelinger remaining after the above-mentioned time period and sell his interest therein.



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

OPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company,)	
	)	No. 07-1663-CD
Plaintiff,)	
	)	Writ of Possession
v.)	
)	
Daniel J. Sidelinger,)	
)	
Defendant.)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)	
	)	ss
COUNTY OF CLEARFIELD)	

To the Sheriff of Clearfield County:

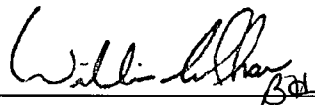
1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Green Tree Consumer Discount Company:

1992 Redman New Moon Manufactured Home, Serial Number 12223625.

2. You are directed to inform Daniel J. Sidelinger that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1992 Redman New Moon Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against Daniel J. Sidelinger, you are directed to levy upon any property of Daniel J. Sidelinger remaining after the above-mentioned time period and sell his interest therein.



(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date January 7, 2008

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103623**

GREEN TREE CONSUMER DISCOUNT COMPANY

Case # 07-1663-CD

vs.

DANIEL J. SIDELINGER

TYPE OF SERVICE WRIT OF POSSESSION

SHERIFF RETURNS

FILED

JAN 11 2008
0 1:30 PM
William A. Shaw
Prothonotary/Clerk of Courts

NOW January 10, 2008 RETURNED THE WITHIN WRIT OF POSSESSION "NOT SERVED" AS TO DANIEL J. SIDELINGER, DEFENDANT. DO NOT SERVE AT DIRECTION OF ATTORNEY

SERVED BY: /

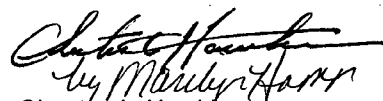
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	DYER	7035	10.00
SHERIFF HAWKINS	DYER	7035	14.00

Sworn to Before me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

Green Tree Consumer Discount
Company,

V.

Defendant.

No. 07-1663-CD

JAN 07 2008

William L. Brown
Prothonotary/
Clerk of Courts

To the Prothonotary, kindly issue a Writ of Possession in the above matter and direct the Sheriff of Clearfield County to:

- 1992 Redman New Moon Manufactured Home, Serial Number 12223625.

2. Inform Daniel J. Sidelinger that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1992 Redman New Moon Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. Levy upon any property of Daniel J. Sidelinger remaining after the above-mentioned time period and sell his interest therein.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company,)	
	)	No. 07-1663-CD
Plaintiff,)	
	)	Writ of Possession
v.)	
)	
Daniel J. Sidelinger,)	
)	
Defendant.)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)	
	)	ss
COUNTY OF CLEARFIELD)	

To the Sheriff of Clearfield County:

1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Green Tree Consumer Discount Company:

1992 Redman New Moon Manufactured Home, Serial Number 12223625.

2. You are directed to inform Daniel J. Sidelinger that he has ten (10) days to remove personal items.

4. To satisfy the costs against Daniel J. Sidelinger, you are directed to levy upon any property of Daniel J. Sidelinger remaining after the above-mentioned time period and sell his interest therein.

(Deputy)

Date January 7, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount
Company,

Plaintiff,

v.

Daniel J. Sidelinger,

Defendant.

) CIVIL DIVISION

) No. 07-1663-CD

) Writ of Possession

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

ss

To the Sheriff of Clearfield County:

1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Green Tree Consumer Discount Company:

1992 Redman New Moon Manufactured Home, Serial Number 12223625.

2. You are directed to inform Daniel J. Sidelinger that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1992 Redman New Moon Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against Daniel J. Sidelinger, you are directed to levy upon any property of Daniel J. Sidelinger remaining after the above-mentioned time period and sell his interest therein.

Received this writ this 7 day
of January A.D. 2008
At 3:00 A.M. (P.M.)

Christopher A. Hawkins
Sheriff
by Maury Harris

Willie L. Harris
(Prothonotary/Clerk) BA

(Deputy)

Seal of the Court:

Date January 7, 2008

3. After ten (10) days a motor truck will transport the 1992 Redman New Moon Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against Daniel J. Sidelinger, you are directed to levy upon any property of Daniel J. Sidelinger remaining after the above-mentioned time period and sell his interest therein.

Received this writ this 7 day
of January A.D. 2008
At 3:00 A.M./P.M.

Chuter A. Hanks
Sheriff by Marly Hanks

Willie Hanks
(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date January 7, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount	)	CIVIL DIVISION
Company,)	
	)	No. 07-1663-CD
Plaintiff,)	
	)	Writ of Possession
v.)	
)	
Daniel J. Sidelinger,)	
)	
Defendant.)	

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)	
)	ss
COUNTY OF CLEARFIELD)	

To the Sheriff of Clearfield County:

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1992 Redman New Moon Manufactured Home, Serial Number 12223625.

2. You are directed to inform Daniel J. Sidelinger that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1992 Redman New Moon Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against Daniel J. Sidelinger, you are directed to levy upon any property of Daniel J. Sidelinger remaining after the above-mentioned time period and sell his interest therein.

Writ this writ this 7 day
January A.D. 2008
3:00 A.M. (P.M.)
Christen A. Haulkins
Plaintiff by Mandy Hauer

Willie L. Hauer
(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date January 7, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

Green Tree Consumer Discount
Company,

Plaintiff,

v.

Daniel J. Sidelinger,

Defendant.

) CIVIL DIVISION
)
)
) No. 07-1663-CD
)
) Writ of Possession
)
)
)
)

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

) ss
)

To the Sheriff of Clearfield County:

1. To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to Green Tree Consumer Discount Company:

1992 Redman New Moon Manufactured Home, Serial Number 12223625.

2. You are directed to inform Daniel J. Sidelinger that he has ten (10) days to remove personal items.

3. After ten (10) days a motor truck will transport the 1992 Redman New Moon Manufactured Home to a predetermined area or the Plaintiff will secure the Mobile Home with a new lock for later transport.

4. To satisfy the costs against Daniel J. Sidelinger, you are directed to levy upon any property of Daniel J. Sidelinger remaining after the above-mentioned time period and sell his interest therein.

Received this writ this 7 day
January A.D. 2008
3:00 A.M./P.M.
Christopher D. Hanks
Sheriff by Maury Hays

William L. Hays
(Prothonotary/Clerk)

(Deputy)

Seal of the Court:

Date January 7, 2008