

08-678-CD

Triad Fin. Al vs Gregory A. Luzier

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

No. 2008-678-CD

vs.

COMPLAINT IN REPLEVIN

GREGORY A LUZIER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06650157

July 22 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED Pd #95.00 Atty
m/10:45 am 1cc sh ff
APR 14 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No.

GREGORY A LUZIER

Defendant

COMPLAINT IN REPLEVIN AND NOTICE TO DEFEND

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 an 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. OF 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

CLEARFIELD COUNTY

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 4336 Pablo Oaks Court, Jacksonville, FL. 32224.
2. Defendant is an adult individual residing at 2332 Elwood Drive, Clearfield, PA. 16830.
3. Plaintiff is the holder of a Manufactured Home Retail Installment Contract Pennsylvania (hereinafter the "Contract") and Security Agreement secured by a vehicle duly executed and delivered by Defendant in favor of Affordable Family Housing on or about July 19, 2002. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract and Security Agreement, Defendant took possession of the vehicle more particularly identified in the Contract as a 2001 Redman Empore Terrace, Serial Number 122-37999AB.
5. Affordable Family Housing subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
6. Under the terms of the Contract, Defendant was to make Three-Hundred (300) consecutive monthly payments of \$482.95 beginning August 18, 2002.
7. The total principal amount due to Plaintiff pursuant to the Contract was \$59,084.50.

8. Plaintiff maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

9. Defendant is in default of the terms and conditions of the Contract because Defendant has failed to make the required monthly payments.

10. Plaintiff is entitled to immediate possession of said vehicle which Plaintiff holds a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of Defendant's default.

11. Defendant has made partial payment under the Contract leaving an unpaid balance in the amount of \$60,718.76 as of March 04, 2008.

12. Plaintiff avers that the Contract provides for finance charges at the rate of 8.68% per annum.

13. Plaintiff avers that finance charges from March 04, 2008 to April 05, 2008 amount to \$462.06.

14. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendant wrongfully remains in possession of the vehicle at the above-stated address.

15. By virtue of Defendant's default, Plaintiff has an immediate right to possession of the vehicle covered by the Security Agreement the value of which is \$30,511.69, plus continuing finance charges at the aforesaid rate of 8.68% per annum.

16. Under the terms of the Contract, Defendant has undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendant, Gregory A. Luzier, individually, in Count I of this Complaint In Replevin, as follows:

A. For possession of the vehicle, more particularly identified as a 2001 Redman Empore Terrace, Serial Number 122-37999AB

COUNT II
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

17. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

18. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendant's default for the accelerated balance due under the Contract in the amount of \$61,180.82, plus appropriate additional finance charges at the rate of 8.68% per annum on the balance due from April 05, 2008 and costs.

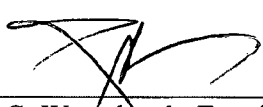
19. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

20. Plaintiff avers that such attorneys' fees amount to \$1,500.00 to date.

21. Contemporaneously hereunder, Defendant has been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendant, individually, in the amount of \$61,180.82 plus continuing finance charges at the aforesaid rate of 8.68% per annum from April 05, 2008, expenses for retaking possession, attorneys fees of \$1,500.00 and costs.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.



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**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.**

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT PENNSYLVANIA No. _____ Date: JULY 19, 2002		Seller AFFORDABLE FAMILY HOUSING 10730 RT 322 SHIPPENSVILLE PA 16254 "We" and "us" mean the Seller above, its successors and assigns.	Buyer GREG LUZIER 890 AIRPORT RD CLEARFIELD PA 16830 "You" and "your" mean each Buyer above, and guarantor, separately and together.
TRUTH IN LENDING DISCLOSURES			
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 8.880%	FINANCE CHARGE The dollar amount the credit will cost you. \$ 85,800.50	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$ 59,084.50	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments. \$ 144,885.00
TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ 4,570.00 \$ 151,595.00			
Payment Schedule: Your payment schedule will be: Number of Payments: 900 Amount of Payments: 482.95 When Payments Are Due: DUE ON THE 18TH OF THE MONTH BEGINNING AUGUST 18, 2002 AND EACH MONTH THEREAFTER			
Security: You are giving a security interest in the goods or property being purchased. <input type="checkbox"/> You are giving a security interest in the real property at: _____			
<input checked="" type="checkbox"/> Late Charge: If a payment is more than 15 days late, you will be charged 5% OF ANY PORTION OF ANY PAYMENT THAT IS LATE			
Prepayment: If you pay off this Contract early, you will not have to pay a penalty. <input checked="" type="checkbox"/> If you pay off this Contract early, you will not be entitled to a refund of part of the Additional Finance Charge.			
ASSUMPTION: Someone buying your Manufactured Home <input type="checkbox"/> may subject to conditions be allowed to <input checked="" type="checkbox"/> cannot assume this Contract on its original terms.			
Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, breaking the terms of this Contract, any required repayment before the scheduled date, and prepayment refunds and penalties. "s" means an estimate.			
BUYER RESTRICTIONS: If Buyer does not meet this Contract's obligations, Buyer may lose the property that Buyer bought in this sale.			

SECURITY: You give us a security interest in the Manufactured Home (as defined above). Unless prohibited by law, you also give us a security interest in all present and future accessions to the Manufactured Home. Accessions will not include "household goods" as defined in the FTC Credit Practices Rule, 16 C.F.R. 444, if we do not finance the purchase of such household goods. If you do not meet your Contract obligations, you may lose your house, and the real estate described in any mortgage or deed of trust (if any).

☐ This Contract is also secured by a separate mortgage or deed of trust dated _____ on real estate, as shown in the TRUTH IN LENDING DISCLOSURES.
 The term "Property" means all property securing this Contract.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. You will not receive credit life insurance and credit disability insurance unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase:

Credit Life: Insured NA
☐ Single ☐ Joint Prem. \$ _____ Term _____
 Credit Disability: Insured NA
☐ Single ☐ Joint Prem. \$ _____ Term _____

Name of Insurance Company: _____

Your signature below means you want (only) the insurance coverages quoted above. If none are quoted, you have declined any coverages we offered.

Buyer _____ d/o/b _____ Buyer _____ d/o/b _____
 Buyer _____ d/o/b _____ Buyer _____ d/o/b _____

PENNSYLVANIA MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT
 © 1999 Bankers Trust, Inc. 81000, N.Y. Form PB-RM-142-PA 12/9/2000

PROPERTY INSURANCE: You are required to insure the Property securing this Contract with the following minimum property insurance coverage:

\$62,633.67

You may purchase or provide the insurance through any insurance company that is reasonably acceptable to us. If you get the insurance from or through us you will pay \$ _____ for coverage.

The property insurance must protect against loss and physical damage. You must name us as beneficiary on the insurance policy. We may require additional security before we allow you to use insurance proceeds to repair or replace the Property. You will pay all amounts that insurance does not cover.

If you fail to obtain or keep insurance or to name us as beneficiary, we may obtain insurance to protect our interest in the Property. We will add the cost of insurance to the amount you owe us. Any amount we pay for insurance is due immediately and will earn interest at the rate charged after maturity. Liability insurance coverage for bodily injury and/or property damage caused to others is NOT included in this Contract unless checked and indicated below.

☐ The following liability insurance is included in this coverage:

INITIAL

XGL

(Page 1 of 4)

EXHIBIT

"1"

MANUFACTURER'S FINANCING STATEMENT

Manufactured Home Price	\$ 65,750.00
including sales tax of \$ 0.00	
Buyer: Protection/Service Plan	
Paid to:	\$ 0.00
1. Cash Price	\$ 65,750.00
Manufacturer's Rebate	\$ 0.00
Cash Down Payment	\$ 6,700.00
2. Subtotal	\$ 6,700.00
Trade-In Allowance	\$ 0.00
Less: Amount Owning	\$ 0.00
To:	
3. Net Trade-In	\$ 0.00

The Plan covers NA and will be in effect: . See the Plan documents for details.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 62,633.57, plus interest on the unpaid balance at the rate(s) of 7.99%

per year until the final scheduled payment date. Interest will begin to accrue on JULY 19, 2002 and will accrue on a 365 day basis.

After: the final scheduled payment date, or after you default and we demand payment, we will earn interest on the unpaid principal balance at the rate of 8.60 % per year.

You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms of this Contract. A late charge, if provided in the TRUTH IN LENDING DISCLOSURES, will be imposed only once on a late payment. A late charge will not be collected on the final scheduled payment, but interest will continue to accrue at the applicable contract rate.

W. ADDITIONAL FINANCE CHARGE: You agree to pay an additional, nonrefundable finance charge of \$ 3,545.07 that will be ☐ paid in cash, ☒ financed (see ITEMIZATION OF AMOUNT FINANCED), ☐ paid proportionately with each payment.

DOWN PAYMENT: You agree to pay or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.

☐ **ESCROW:** You ☐ may, but are not required to ☐ must pay certain expenses and fees from an escrow account. If an escrow account is established, it will be governed by a separate agreement.

GENERAL TERMS: You agree to purchase the Manufactured Home over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

The law of Pennsylvania will govern this transaction. It is also governed by applicable federal law and regulations, including the preemption of state usury laws. The federal Alternative Mortgage Transactions Party Act may also apply.

Any provision that appoints us as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5501 et seq. (Chapter 55; Decedents, Estates and Fiduciaries Code). By exercising any of our rights under this Contract, we do so for our sole benefit.

We do not intend to charge or collect any interest or fee that is more than the applicable law allows. If we charge or collect any amount over what the law allows, we will apply the excess first to the principal balance, and we will refund any excess if you have paid this Contract in full.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

If any provision of this Contract is not enforceable, this Contract will remain enforceable without such provision. If we agree with you to any exceptions to the promises or assurances in this printed Contract, such agreement must be in writing and signed by us.

Manufacturer REDMAN	Model Name & Number EMPIRE TERRACE			Year 2001
Serial Number 122-37889AB	Length 56	Width 28	Color	<input type="checkbox"/> New <input type="checkbox"/> Used
Services, furnishings, appliances, and accessories include: <input type="checkbox"/> Tires and Wheels <input type="checkbox"/> Axles <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Oven/Range <input type="checkbox"/> Washer _____ <input type="checkbox"/> Dryer _____ <input checked="" type="checkbox"/> A/C Unit(s) <input checked="" type="checkbox"/> Skirting <input type="checkbox"/> Awning(s) <input type="checkbox"/> Accessory Shd. <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other <u>steps</u>				

Location of Manufactured Home after delivery to Buyer;
890 AIRPORT RD
CLEARFIELD PA 16830

Description of Trade-In:

INITIAL

XGL

NAME AND LOCATION: Your name and address indicated on page 1 are your exact legal name and your principal residence. You will provide us with at least 30 days notice prior to changing your name or principal residence.

PREPAYMENT: YOU MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

You may obtain from us, or the insurance company named in your policy or certificate of insurance, a refund of any unearned insurance premiums.

ADDITIONAL SECURITY: You also assign to us and give us a security interest in processes and premium refunds of any insurance and service contracts purchased with this Contract.

BUYER'S RESPONSIBILITIES TOWARDS PROPERTY: By giving us a security interest, real estate mortgage, or deed of trust in the Property, you agree to the following:

- A. You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property valid.
- B. The security interest you are giving us in the Property comes ahead of the claim of any other creditor. You agree to sign any additional documents or provide us with any additional information we may require to keep the priority of our claim to the Property. You will not do anything to change our interest in the Property.
- C. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Manufactured Home will be located at the "Location of Manufactured Home after delivery to Buyer" provided in this Contract.
- D. You will not try to sell or transfer any rights in the Property without our prior written consent.
- E. The Manufactured Home will remain personal property until this Contract is paid in full. Unless we give you prior written consent, you will not allow the Manufactured Home to become a part of real estate or to otherwise lose its treatment as personal property under applicable law.
- F. You will pay all taxes, fees, expenses, and assessments on the Property when due.
- G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection.

BREAKING THE TERMS OF THIS CONTRACT: You will break the terms of this Contract (default) if any one of the following occurs:

- A. You do not make a payment when it is due.
- B. You do not keep the Manufactured Home insured as provided in the section titled **INSURANCE**.
- C. You do not keep any of the promises you make in sections A., B., C., D., E., F., and G. under the section titled **BUYER'S RESPONSIBILITIES TOWARDS PROPERTY**.

If you break the terms of this Contract, we can exercise our rights to collect as provided below, specifically including but not limited to our right to take back (repossess) the Manufactured Home.

BUYER'S RIGHTS AND DUTIES: If you break the terms of this Contract, before we can use some of our rights to collect we must send you notice of your default and give you the right to correct any broken terms of this Contract. We will give you such notice and the opportunity to cure if and when we are required to do so. Your specific rights will then be explained to you. Your right to notice and cure does not exist if you have abandoned the Manufactured Home or other extreme circumstances exist.

OUR RIGHTS TO COLLECT: If you break any of the terms of this Contract, we may exercise any or all of our rights as provided by law, this Contract, and any separate personal property security agreement, real estate mortgage, or deed of trust. Before using a right, we will send you any required notice and wait for any cure period that the law may require for that right. Our rights include the following:

- A. We may require you to immediately pay us, subject to any refund required by law, the entire principal balance, plus earned interest and all other agreed charges.
- B. We may pay taxes, fees, expenses, assessments, or other debts or make repairs to the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us. This amount is due immediately. This amount will earn interest from the date paid at the rate(s) described in the **PROMISE TO PAY AND PAYMENT TERMS** section. We may require that you establish and fund an escrow account if one is not already required.
- C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take back the Property by lawful means. We may then sell the Property. We may apply what we receive to our reasonable expenses and then toward your obligations, as allowed by law.
- E. Except when prohibited by law, we may sue you for additional amounts if the sale proceeds do not pay all you owe us.

Paragraphs C. and D. above apply only to personal property security interests. If this Contract is secured by a mortgage or deed of trust, then the foreclosure of such interest may impose other duties and limitations on our rights and actions, as provided by law and the mortgage or deed of trust.

We may take any or all of the actions described above. Our decision not to take any of the actions does not mean that we have lost the right to take any of the actions in the future.

We will mail to your last known address any required notice of an intended sale or transfer of the Property. You agree that notice is reasonable if mailed to your last known address, as reflected in our records. You agree that notice mailed ten days before the intended sale or transfer (or such other period of time required by law) is reasonable. When real estate is the security, other rules may apply.

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

If the U.S. Department of Housing and Urban Development insures this Contract under its Title 1 Property Improvement and Manufactured Home Regulations, our right to make you pay off this entire Contract is subject to the limitations of those regulations.

INSURANCE: You agree to buy insurance on the Property against the risks and for the amounts we reasonably require. In addition:

- You will name us as loss payee on any such policy.
 - We may require added security on this Contract if we permit any insurance proceeds to be used to repair or replace the Property.
 - If the insurance proceeds do not cover the amounts you still owe us, you will pay the difference.
 - You will keep the insurance until all debts secured by this Contract are paid.
- If you do not buy, maintain, and arrange to have us named as loss payee, as agreed above, you understand and agree:

- We may, but are not required to, purchase insurance to protect our interest in the Property.
- The insurance we buy may be from an agent or company you might not choose.
- The insurance will not cover your equity in the Property.
- The premium we pay may be substantially higher than the premium you might be required to pay for the insurance you have agreed to buy on this Contract.

OBLIGATIONS INDEPENDENT: Each of you who signs this Contract is independently responsible to pay it and to keep the other promises made in this Contract. This is true even if:

- Someone else has also signed it.
- We release or do not try to collect from another who is also responsible to pay this Contract.
- We release any security or do not try to take back any Property.
- We give up any other rights we may have.
- We extend new credit or renew this Contract.

WARRANTIES: We will provide any warranty information to you separately.

WAIVER: To the extent permitted by law, you agree to give up your rights to require us to do certain things. You do not give up any rights that are provided in this Contract (for example, see the BUYER'S RIGHTS AND DUTIES section). Unless the law or this Contract provides otherwise, we are not required to:

- demand payment of amounts due;
- give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time, or manner; or,
- give notice that we intend to make, or are making, this Contract immediately due.

ASSIGNMENT: This Contract is assigned to Assignee (Identify): WAYPOINT BANK

448 EISENHOWER BLVD HARRISBURG PA 17111. This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

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

NOTICE TO BUYER

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

Buyer(s):

X Greg Luzier 7/19/02
Signature Date
GREG LUZIER

Signature Date

Signature Date

Signature Date

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT:

X Greg Luzier
Greg Luzier

SELLER'S SIGNATURE:

Keith Sanger
Name and Title Manager

Disbursement Date: _____ (This date is for Title 1 HUD insurance purposes and may be completed after the Contract is signed to reflect the actual disbursement date, and not any estimated disbursement date. It may appear only on the original form.)

ARBITRATION AGREEMENT

Except as provided below, Buyer(s) and Seller/Assignee, their successors and assigns, hereby agree that this Arbitration Addendum shall become part of and applicable to all manufactured home loan documents, including but not limited to the retail installment contract and/or mortgage and/or promissory note (collectively "loan" hereinafter); (1) that this Loan involves interstate commerce; (2) that arbitration is a less expensive method of dispute resolution that decreases servicing costs of this Loan, insuring to the benefit of Buyer(s); and (3) to resolve via binding arbitration all disputes, claims, or other matters in question arising out of or relating to this Loan, its interpretation, validity, performance, or the breach thereof. Subject to the express exceptions listed below, the scope of arbitrability is broad and includes, without limitation, contractual, tort, statutory, and caseless claims. Arbitration shall be by three arbitrators and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec.1 et seq. The arbitrators shall have full power to award all legal and equitable remedies, including, but not limited to, monetary damages, declaratory and injunctive relief. Judgment upon the arbitration award may be entered in any court having jurisdiction.

The parties agree that the following claims of Seller/Assignee are excluded from arbitrability under this arbitration addendum, and that Seller/Assignee retains the right to seek direct judicial relief through the courts (a) to enforce a security agreement and/or a lien relating to the manufactured home secured in the transaction underlying this Loan, (b) to enforce the monetary obligation pertaining to the Manufactured Home, (c) or to foreclose. The institution and maintenance of judicial proceedings to enforce the security agreement, to obtain a monetary judgement, or to foreclose up any collateral, 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 Loan, including any counterclaims in suits brought by Seller/Assignee pursuant to this provision.

I acknowledge I have received a completed copy of the Contract and arbitration addendum. I have read these terms, and agree to these terms and conditions of the Contract and its arbitration addendum.

Buyer(s):

x Greg Lurier
GREG LURIER

7-19-02
DATE

DATE

Seller:

o Phil Dwyer
AFFORDABLE FAMILY HOUSING

7-19-02
DATE

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.


This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

EXHIBIT "3"

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is James H Curry
(NAME)
Loan Servicing Manager of Trans Financial Services Inc, plaintiff herein, that
(TITLE) (COMPANY)
he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of his/her knowledge, information and belief.


(SIGNATURE)

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

WWR# 06650157

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

GREGORY A LUZIER

Defendant

No. 2008-678-CD

PRAECIPE TO REINSTATE COMPLAINT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
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1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06650157

FILED pd \$7.00 Atty
m 11:30 am 1cc & 1 reinstated
JUL 02 2008 Complaint to
Shff
William A. Shew
Prothonotary/Clerk of Courts

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 2008-678-CD

GREGORY A LUZIER

Defendant

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

James C. Wainbrodt, Esquire

PA I.D. #42524

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

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WWR #06650157

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TRIAD FINANCIAL SERVICES AS AGENT FOR
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Plaintiff

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No. 2008-678-CD

COMPLAINT IN REPLEVIN

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06650157

FILED
10:45 am
APR 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No.

GREGORY A LUZIER

Defendant

COMPLAINT IN REPLEVIN AND NOTICE TO DEFEND

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 an 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. OF 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

CLEARFIELD COUNTY

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 4336 Pablo Oaks Court, Jacksonville, FL. 32224.
2. Defendant is an adult individual residing at 2332 Elwood Drive, Clearfield, PA. 16830.
3. Plaintiff is the holder of a Manufactured Home Retail Installment Contract Pennsylvania (hereinafter the "Contract") and Security Agreement secured by a vehicle duly executed and delivered by Defendant in favor of Affordable Family Housing on or about July 19, 2002. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract and Security Agreement, Defendant took possession of the vehicle more particularly identified in the Contract as a 2001 Redman Empore Terrace, Serial Number 122-37999AB.
5. Affordable Family Housing subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
6. Under the terms of the Contract, Defendant was to make Three-Hundred (300) consecutive monthly payments of \$482.95 beginning August 18, 2002.
7. The total principal amount due to Plaintiff pursuant to the Contract was \$59,084.50.

8. Plaintiff maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

9. Defendant is in default of the terms and conditions of the Contract because Defendant has failed to make the required monthly payments.

10. Plaintiff is entitled to immediate possession of said vehicle which Plaintiff holds a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of Defendant's default.

11. Defendant has made partial payment under the Contract leaving an unpaid balance in the amount of \$60,718.76 as of March 04, 2008.

12. Plaintiff avers that the Contract provides for finance charges at the rate of 8.68% per annum.

13. Plaintiff avers that finance charges from March 04, 2008 to April 05, 2008 amount to \$462.06.

14. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendant wrongfully remains in possession of the vehicle at the above-stated address.

15. By virtue of Defendant's default, Plaintiff has an immediate right to possession of the vehicle covered by the Security Agreement the value of which is \$30,511.69, plus continuing finance charges at the aforesaid rate of 8.68% per annum.

16. Under the terms of the Contract, Defendant has undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendant, Gregory A. Luzier, individually, in Count I of this Complaint In Replevin, as follows:

A. For possession of the vehicle, more particularly identified as a 2001 Redman Empore Terrace, Serial Number 122-37999AB

COUNT II
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

17. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

18. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendant's default for the accelerated balance due under the Contract in the amount of \$61,180.82, plus appropriate additional finance charges at the rate of 8.68% per annum on the balance due from April 05, 2008 and costs.

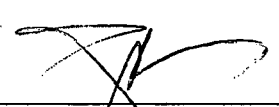
19. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

20. Plaintiff avers that such attorneys' fees amount to \$1,500.00 to date.

21. Contemporaneously hereunder, Defendant has been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendant, individually, in the amount of \$61,180.82 plus continuing finance charges at the aforesaid rate of 8.68% per annum from April 05, 2008, expenses for retaking possession, attorneys fees of \$1,500.00 and costs.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.



James C. Warmbrodt, Esquire
PA I.D. #42324
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:06650157

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.**

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT PENNSYLVANIA No. _____ Date JULY 19, 2002		Seller AFFORDABLE FAMILY HOUSING 10730 RT 322 SHIPPENVILLE PA 16254 "We" and "us" mean the Seller above, its successors and assigns.		Buyer GREG LUZIER 890 AIRPORT RD CLEARFIELD PA 16830 "You" and "your" mean each Buyer above, and guarantor, separately and together.	
TRUTH IN LENDING DISCLOSURES					
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment.	
8.890%	\$ 85,800.50	\$ 59,084.50	\$ 144,885.00	\$ 151,585.00	
Payment Schedule: Your payment schedule will be					
Number of Payments 300		Amount of Payments 482.95			
When Payments Are Due DUE ON THE 18TH OF THE MONTH BEGINNING AUGUST 18, 2002 AND EACH MONTH THERE AFTER					
Security: You are giving a security interest in the goods or property being purchased. <input type="checkbox"/> You are giving a security interest in the real property at _____					
Late Charge: If a payment is more than 15 days late, you will be charged 5% OF ANY PORTION OF ANY PAYMENT THAT IS LATE					
Prepayment: If you pay off this Contract early, you will not have to pay a penalty. <input checked="" type="checkbox"/> If you pay off this Contract early, you will not be entitled to a refund of part of the Additional Finance Charge.					
ASSUMPTION: Someone buying your Manufactured Home <input type="checkbox"/> may subject to conditions be allowed to <input checked="" type="checkbox"/> cannot assume the Contract on its original terms.					
Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, breaking the terms of this Contract, any required repayment before the scheduled date, and prepayment refunds and penalties. "e" means an estimate					
BUYER RESTRICTIONS: If Buyer does not meet this Contract's obligations, Buyer may lose the property that Buyer bought in this sale.					

SECURITY: You give us a security interest in the Manufactured Home (as defined above). Unless prohibited by law, you also give us a security interest in all present and future accessions to the Manufactured Home. Accessions will not include "household goods" as defined in the FTC Credit Practices Rule, 16 C.F.R. 444, if we do not finance the purchase of such household goods. If you do not meet your Contract obligations, you may lose your house, and the real estate described in any mortgage or deed of trust (if any).

☐ This Contract is also secured by a separate mortgage or deed of trust dated _____, on real estate, as shown in the TRUTH IN LENDING DISCLOSURES.
 The term "Property" means all property securing this Contract.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. You will not receive credit life insurance and credit disability insurance unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured **NA**
☐ Single ☐ Joint Prem. \$ _____ Term _____
 Credit Disability: Insured **NA**
☐ Single ☐ Joint Prem. \$ _____ Term _____

Name of Insurance Company: _____

Your signature below means you want (only) the insurance coverages quoted above. If none are quoted, you have declined any coverages we offered.

PROPERTY INSURANCE: You are required to insure the Property securing this Contract with the following minimum property insurance coverage:

\$82,633.67

You may purchase or provide the insurance through any insurance company that is reasonably acceptable to us. If you get the insurance from or through us you will pay \$ _____ for _____ of coverage.

The property insurance must protect against loss and physical damage. You must name us as beneficiary on the insurance policy. We may require additional security before we allow you to use insurance proceeds to repair or replace the Property. You will pay all amounts that insurance does not cover.

If you fail to obtain or keep insurance or to name us as beneficiary, we may obtain insurance to protect our interest in the Property. We will add the cost of insurance to the amount you owe us. Any amount we pay for insurance is due immediately and will earn interest at the rate charged after maturity. Liability insurance coverage for bodily injury and/or property damage caused to others is NOT included in this Contract unless checked and indicated below.

☐ The following liability insurance is included in this coverage:

Buyer _____ d/o/b _____ Buyer _____ d/o/b _____
 Buyer _____ d/o/b _____ Buyer _____ d/o/b _____

PENNSYLVANIA MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT
 ©1999 Bankent Systems, Inc. St. Louis, MO Form PB1004/02-PA 10/9/2000

INITIAL

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(Page 1 of 4)

EXHIBIT

"1"

ITEMIZATION OF AMOUNT FINANCED

Manufactured Home Price \$ 65,750.00
 (including sales tax of \$ 0.00)

Buyer Protection/Service Plan
 Paid to: \$ 0.00

1. Cash Price \$ 65,750.00

Manufacturer's Rebate \$ 0.00
 Cash Down Payment \$ 6,700.00

2. Subtotal \$ 6,700.00

Trade-In Allowance \$ 0.00
 Less: Amount Owning \$ 0.00

To: \$ 0.00

3. Net Trade-In \$ 0.00

4. Total Down Payment (line 2 plus line 3) \$ 6,700.00

5. Unpaid Balance of Cash Price (line 1 minus line 4) \$ 59,050.00

Fees Paid to Others:

Paid to Public Officials - Filing Fees Only \$ 0.00
 Paid to Public Officials - Other than Filing Fees \$ 27.50
 Insurance Premiums* \$ 0.00

(To:)
 (To:)
 (To:)

Additional Finance Charge(s) Paid To Seller \$ 0.00
 To: GEO TRAC FLOOD CERT \$ 7.00
 To: LIFE OF LOAN \$ 4.00
 To: 6 POINT BUY DOWN \$ 3,645.07

6. Subtotal (line 5 plus all Fees Paid to Others) \$ 62,633.57

7. Prepaid Finance Charges \$ 3,549.07

Amount Financed (line 6 minus line 7) \$ 59,084.50

-We may retain or receive a portion of this amount.

SALE: You agree to purchase from us the manufactured home described below, together with the related services, furnishings, appliances and accessories listed below (together referred to as "Manufactured Home"). Your purchase of the Manufactured Home is subject to the terms of this Contract. "Contract" means this document and any separate document that secures this Contract.

Manufacturer	Model Name & Number		Year
REDMAN	EMPIRE TERRACE		2001
Serial Number	Length	Width	Color
12237989AB	58	28	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used			

Services, furnishings, appliances, and accessories include:

☐ Tires and Wheels ☐ Axles ☒ Refrigerator

☐ Oven/Range

☐ Washer ☐ Dryer

☒ A/C Unit(s)

☒ Skirting ☐ Awning(s)

☐ Accessory Shed

☐ Services

☒ Other steps

Location of Manufactured Home after delivery to Buyer:

890 AIRPORT RD
 CLEARFIELD PA 16830

Description of Trade-In:

☐ **BUYER PROTECTION/SERVICE PLAN:** With your purchase of the Manufactured Home, you have elected to purchase the following optional buyer protection or service plan ("Plan"): NA

The Plan covers NA and will be in effect: See The Plan documents for details.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 62,633.57, plus interest on the unpaid balance at the rate(s) of 7.99%

per year until the final scheduled payment date. Interest will begin to accrue on JULY 19, 2002

and will accrue on a 365 day basis.

After the final scheduled payment date, or after you default and we demand payment, we will earn interest on the unpaid principal balance at the rate of 8.680 % per year.

You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms of this Contract. A late charge, if provided in the TRUTH IN LENDING DISCLOSURES, will be imposed only once on a late payment. A late charge will not be collected on the final scheduled payment, but interest will continue to accrue at the applicable contract rate.

☒ **ADDITIONAL FINANCE CHARGE:** You agree to pay an additional, nonrefundable finance charge of \$ 3,549.07 that will be ☐ paid in cash. ☒ financed (see ITEMIZATION OF AMOUNT FINANCED). ☐ paid proportionately with each payment.

DOWN PAYMENT: You agree to pay or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.

☐ **ESCROW:** You ☐ may, but are not required to ☐ must pay certain expenses and fees from an escrow account. If an escrow account is established, it will be governed by a separate agreement.

GENERAL TERMS: You agree to purchase the Manufactured Home over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

The law of Pennsylvania will govern this transaction. It is also governed by applicable federal law and regulations, including the presumption of state usury laws. The federal Alternative Mortgage Transactions Party Act may also apply.

Any provision that appoints us 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 our rights under this Contract, we do so for our sole benefit.

We do not intend to charge or collect any interest or fee that is more than the applicable law allows. If we charge or collect any amount over what the law allows, we will apply the excess first to the principal balance, and we will refund any excess if you have paid this Contract in full.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

If any provision of this Contract is not enforceable, this Contract will remain enforceable without such provision. If we agree with you to any exceptions to the promises or assurances in this printed Contract, such agreement must be in writing and signed by us.

INITIAL

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NAME AND LOCATION: Your name and address indicated on page 1 are your exact legal name and your principal residence. You will provide us with at least 30 days notice prior to changing your name or principal residence.

PREPAYMENT: YOU MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

You may obtain from us, or the insurance company named in your policy or certificate of insurance, a refund of any unearned insurance premiums.

ADDITIONAL SECURITY: You also assign to us and give us a security interest in processes and premium refunds of any insurance and service contracts purchased with this Contract.

BUYER'S RESPONSIBILITIES TOWARDS

PROPERTY: By giving us a security interest, real estate mortgage, or deed of trust in the Property, you agree to the following:

- A. You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property valid.
- B. The security interest you are giving us in the Property comes ahead of the claim of any other creditor. You agree to sign any additional documents or provide us with any additional information we may require to keep the priority of our claim to the Property. You will not do anything to change our interest in the Property.
- C. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Manufactured Home will be located at the "Location of Manufactured Home after delivery to Buyer" provided in this Contract.
- D. You will not try to sell or transfer any rights in the Property without our prior written consent.
- E. The Manufactured Home will remain personal property until this Contract is paid in full. Unless we give you prior written consent, you will not allow the Manufactured Home to become a part of real estate or to otherwise lose its treatment as personal property under applicable law.
- F. You will pay all taxes, fees, expenses, and assessments on the Property when due.
- G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection.

BREAKING THE TERMS OF THIS CONTRACT: You will break the terms of this Contract (default) if any one of the following occurs:

- A. You do not make a payment when it is due;
- B. You do not keep the Manufactured Home insured as provided in the section titled **INSURANCE**;
- C. You do not keep any of the promises you make in sections A., B., C., D., E., F., and G. under the section titled **BUYER'S RESPONSIBILITIES TOWARDS PROPERTY**.

If you break the terms of this Contract, we can exercise our rights to collect as provided below, specifically including but not limited to our right to take back (repossess) the Manufactured Home.

BUYER'S RIGHTS AND DUTIES: If you break the terms of this Contract, before we can use some of our rights to collect we must send you notice of your default and give you the right to correct any broken terms of this Contract. We will give you such notice and the opportunity to cure if and when we are required to do so. Your specific rights will then be explained to you. Your right to notice and cure does not exist if you have abandoned the Manufactured Home or other extreme circumstances exist.

OUR RIGHTS TO COLLECT: If you break any of the terms of this Contract, we may exercise any or all of our rights as provided by law, this Contract, and any separate personal property security agreement, real estate mortgage, or deed of trust. Before using a right, we will send you any required notice and wait for any cure period that the law may require for that right. Our rights include the following:

- A. We may require you to immediately pay us, subject to any refund required by law, the entire principal balance, plus earned interest and all other agreed charges.
- B. We may pay taxes, fees, expenses, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us. This amount is due immediately. This amount will earn interest from the date paid at the rate(s) described in the **PROMISE TO PAY AND PAYMENT TERMS** section. We may require that you establish and fund an escrow account if one is not already required.
- C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take back the Property by lawful means. We may then sell the Property. We may apply what we receive to our reasonable expenses and then toward your obligations, as allowed by law.
- E. Except when prohibited by law, we may sue you for additional amounts if the sale proceeds do not pay all you owe us.

Paragraphs C. and D. (above) apply only to personal property security interests. If this Contract is secured by a mortgage or deed of trust, then the foreclosure of such interest may impose other duties and limitations on our rights and actions, as provided by law and the mortgage or deed of trust.

We may take any or all of the actions described above. Our decision not to take any of the actions does not mean that we have lost the right to take any of the actions in the future.

We will mail to your last known address any required notice of an intended sale or transfer of the Property. You agree that notice is reasonable if mailed to your last known address, as reflected in our records. You agree that notice mailed ten days before the intended sale or transfer for such other period of time required by law is reasonable. When real estate is the security, other rules may apply.

XGL

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

If the U.S. Department of Housing and Urban Development insures this Contract under its Title 1 Property Improvement and Manufactured Home Regulations, our right to make you pay off this entire Contract is subject to the limitations of those regulations.

INSURANCE: You agree to buy insurance on the Property against the risks and for the amounts we reasonably require. In addition:

- A. You will name us as loss payee on any such policy.
 - B. We may require added security on this Contract if we permit any insurance proceeds to be used to repair or replace the Property.
 - C. If the insurance proceeds do not cover the amounts you still owe us, you will pay the difference.
 - D. You will keep the insurance until all debts secured by this Contract are paid.
- If you do not buy, maintain, and arrange to have us named as loss payee, as agreed above, you understand and agree:

- A. We may, but are not required to, purchase insurance to protect our interest in the Property.
- B. The insurance we buy may be from an agent or company you might not choose.
- C. The insurance will not cover your equity in the Property.
- D. The premium we pay may be substantially higher than the premium you might be required to pay for the insurance you have agreed to buy on this Contract.

OBLIGATIONS INDEPENDENT: Each of you who signs this Contract is independently responsible to pay it and to keep the other promises made in this Contract. This is true even if:

- A. Someone else has also signed it.
- B. We release or do not try to collect from another who is also responsible to pay this Contract.
- C. We release any security or do not try to take back any Property.
- D. We give up any other rights we may have.
- E. We extend new credit or renew this Contract.

WARRANTIES: We will provide any warranty information to you separately.

WAIVER: To the extent permitted by law, you agree to give up your rights to require us to do certain things. You do not give up any rights that are provided in this Contract (for example, see the BUYER'S RIGHTS AND DUTIES section). Unless the law or this Contract provides otherwise, we are not required to:

- (1) demand payment of amounts due;
- (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time, or manner; or
- (3) give notice that we intend to make, or are making, this Contract immediately due.

ASSIGNMENT: This Contract is assigned to Assignee Identity: WAYPOINT BANK

448 EISENHOWER BLVD HARRISBURG PA 17111
This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

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

NOTICE TO BUYER

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

Buyer(s):

X Greg Luzier 7/19/02
Signature Date
GREG LUZIER

Signature Date

Signature Date

Signature Date

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT:

X Greg Luzier
Greg Luzier

SELLER'S SIGNATURE:

Kathy Sanger
Name and Title Manager

Disbursement Date: _____ (This date is for Title 1 HUD insurance purposes and may be completed after the Contract is signed to reflect the actual disbursement date, and not any estimated disbursement date. It may appear only on the original form.)

ARBITRATION AGREEMENT

Except as provided below, Buyer (s) and Seller/Assignee, their successors and assigns, hereby agree that this Arbitration Addendum shall become part of and applicable to all manufactured home loan documents, including but not limited to the retail installment contract and/or mortgage and/or promissory note (collectively "loan" hereinafter); (1) that this Loan involves interstate commerce; (2) that arbitration is a less expensive method of dispute resolution that decreases servicing costs of this Loan, insuring to the benefit of Buyer(s); and (3) to resolve via binding arbitration all disputes, claims, or other matters in question arising out of or relating to this Loan, its interpretation, validity, performance, or the breach thereof. Subject to the express exceptions listed below, the scope of arbitrability is broad and includes, without limitation, contractual, tort, statutory, and caseless claims. Arbitration shall be by three arbitrators and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec.1 et seq. The arbitrators shall have full power to award all legal and equitable remedies, including, but not limited to, monetary damages, declaratory and injunctive relief. Judgment upon the arbitration award may be entered in any court having jurisdiction.

The parties agree that the following claims of Seller/Assignee are excluded from arbitrability under this arbitration addendum, and that Seller/Assignee retains the right to seek direct judicial relief through the courts (a) to enforce a security agreement and/or a lien relating to the manufactured home secured in the transaction underlying this Loan, (b) to enforce the monetary obligation pertaining to the Manufactured Home, (c) or to foreclose. The institution and maintenance of judicial proceedings to enforce the security agreement, to obtain a monetary judgement, or to foreclose up any collateral, 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 Loan, including any counterclaims in suits brought by Seller/Assignee pursuant to this provision.

I acknowledge I have received a completed copy of the Contract and arbitration addendum. I have read these terms, and agree to these terms and conditions of the Contract and its arbitration addendum.

Buyer(s):

x Greg Luzier
GREG LUZIER

7-19-02

DATE

DATE

Seller:

o Pat Brown
AFFORDABLE FAMILY HOUSING

7-19-02

DATE

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

VEHICLE IDENTIFICATION NUMBER (VIN)

YEAR MAKE MODEL

2001 REDMAN

1A052628403-00

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

VEHICLE IDENTIFICATION NUMBER (VIN)

1A052628403-00

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

WAYPOINT BANK/TRIAD

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

WAYPOINT BANK/TRIAD
4336 PABLO OAKS CT
JACKSONVILLE FL 32226

BRADLEY L MALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

DATE OF TITLE

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DATE OF SALE

11/08/02

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

DATE OF TITLE

10/27/02

DATE OF SALE

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11/08/02

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

DATE OF TITLE

10/27/02

DATE OF SALE

11/08/02

EXHIBIT

"2"

17816446

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

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.


This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

EXHIBIT 3

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is James H Curry
(NAME)
Loan Servicing Manager of Triad Financial Services Inc, plaintiff herein, that
(TITLE) (COMPANY)
he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of his/her knowledge, information and belief.


(SIGNATURE)

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

WWR# 06650157

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-678-CD

TRIAD FINANCIAL SERVICES As Agent for Sovereign Bank

vs

GREGORY A. LUZIER

SERVICE # 1 OF 1

COMPLAINT & PRAECIPE

SERVE BY: 08/01/2008

HEARING:

PAGE: 104361

DEFENDANT: GREGORY A. LUZIER
ADDRESS: 1452 GRAHAM RD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 7/9/08 AT 945 AM/PM SERVED THE WITHIN

COMPLAINT & PRAECIPE ON GREGORY A. LUZIER, DEFENDANT

BY HANDING TO Barbara Graham 1 grandmother

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 1452 Graham rd Woodland Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT & PRAECIPE FOR GREGORY A. LUZIER

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO GREGORY A. LUZIER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

FILED

013:12811
JUL 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

UP

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

Case No. 2008-678-CD

vs.

**MOTION TO AMEND COMPLAINT IN
REPLEVIN**

GREGORY A LUZIER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Moleczan, Esquire
Pa. I.D. No. 47437
Weltman, Weinberg & Reis, Co, LLC
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

wwr#06650157

FILED No CC.
7/11:20am
JUL 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

Case No. 2008-678-CD

vs.

GREGORY A LUZIER

Defendant

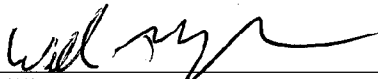
MOTION TO AMEND COMPLAINT IN REPLEVIN

AND NOW COMES, Plaintiff, by and through its attorneys, Weltman, Weinberg & Reis Co., L.P.A. , files the following Motion to Amend the Complaint in Replevin.

1. On or about April 14, 2008, Plaintiff filed a Complaint in Replevin against the Defendant for Possession of a 2001 Redman Empore Terrace, serial number 122-37999AB as to Count I, and for \$62,567.01 as to Count II.
2. On or about July 09, 2008, Defendant was served with the Complaint in Replevin.
3. On or about July 10, 2008 Plaintiff learned that the collateral was on the property of a relative, David Luzier, at 2332 Elwood Drive, Clearfield, PA. 16830, and that he would not surrender the collateral.
4. Plaintiff wishes to add David Luzier as a Defendant for the possession count of the collateral.

5. A copy of Plaintiff's proposed Amended Complaint is attached hereto, marked as Exhibit "1", and made a part hereof.

WHEREFORE, Plaintiff wishes to amend the Complaint in Replevin filed against the Defendant to reflect the caption as TRIAD FINANCIAL SERVICES AS AGENT FOR SOVEREIGN BANK F/K/A WAYPOINT BANK vs. GRAGORY A. LUZIER and DAVID LUZIER.



William T. Molczan, Esquire
Pa. I.D. No. 47437
Weltman, Weinberg & Reis, Co, LLC
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

No. 2008-678-CD

vs.

AMENDED COMPLAINT IN REPLEVIN

GREGORY A LUZIER and
DAVID LUZIER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Moleczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06650157

EXHIBIT

"1"

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 2008-678-CD

GREGORY A LUZIER and
DAVID LUZIER

Defendants

AMENDED COMPLAINT IN REPLEVIN AND NOTICE TO DEFEND

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 an 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. OF 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

CLEARFIELD COUNTY
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

COUNT I – REPLEVIN FOR POSSESSION
AS TO GREGORY A. LUZIER AND DAVID LUZIER

1. Plaintiff is a corporation having offices at 4336 Pablo Oaks Court, Jacksonville, FL. 32224.
2. Defendant, Gregory A. Luzier, is an adult individual residing at 1452 Graham Road, Woodland, PA. 16881.
3. Defendant, David Luzier, is an adult individual residing at 2332 Elwood Drive, Clearfield, PA. 16830
4. Plaintiff is the holder of a Manufactured Home Retail Installment Contract Pennsylvania (hereinafter the "Contract") and Security Agreement secured by a vehicle duly executed and delivered by Defendant, Gregory A. Luzier, in favor of Affordable Family Housing on or about July 19, 2002. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Pursuant to said Contract and Security Agreement, Defendant took possession of the vehicle more particularly identified in the Contract as a 2001 Redman Empore Terrace, Serial Number 122-37999AB.

6. Affordable Family Housing subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.

7. Under the terms of the Contract, Defendant was to make Three-Hundred (300) consecutive monthly payments of \$482.95 beginning August 18, 2002.

8. The total principal amount due to Plaintiff pursuant to the Contract was \$59,084.50.

9. Plaintiff maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

10. Defendant is in default of the terms and conditions of the Contract because Defendant has failed to make the required monthly payments.

11. Plaintiff is entitled to immediate possession of said vehicle which Plaintiff holds a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of Defendant's default.

12. Defendant has made partial payment under the Contract leaving an unpaid balance in the amount of \$60,718.76 as of March 04, 2008.

13. Plaintiff avers that the Contract provides for finance charges at the rate of 8.68% per annum.

14. Plaintiff avers that finance charges from March 04, 2008 to April 05, 2008 amount to \$426.06.

15. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendant wrongfully remains in possession of the vehicle at the above-stated address.

16. By virtue of Defendant's default, Plaintiff has an immediate right to possession of the vehicle covered by the Security Agreement the value of which is \$30,511.69, plus continuing finance charges at the aforesaid rate of 8.68% per annum.

17. Under the terms of the Contract, Defendant has undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendants, Gregory A. Luzier and David Luzier, jointly and severally, in Count I of this Complaint In Replevin, as follows:

A. For possession of the vehicle, more particularly identified as a 2001 Redman Empore Terrace, Serial Number 122-37999AB

COUNT II
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

AS TO GREGORY A LUZIER ONLY

18. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

19. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendant's default for the accelerated balance due under the Contract in the amount of \$61,180.82, plus appropriate additional finance charges at the rate of 8.68% per annum on the balance due from April 05, 2008 and costs.

20. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

21. Plaintiff avers that such attorneys' fees amount to \$1,500.00 to date.

22. Contemporaneously hereunder, Defendant has been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendant, Gregory A. Luzier, individually, in the amount of \$62,567.01 plus continuing finance charges at the aforesaid rate of 8.68% per annum from April 05, 2008, expenses for retaking possession, attorneys' fees of \$1,500.00 and costs.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:06650157

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.**

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

William T. Molczan, Esquire

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and that the facts set forth in the foregoing Motion to Amend are true and correct to the best of his knowledge, information and belief.



William T. Molczan, Esquire
Pa. I.D. No. 47437
Weltman, Weinberg & Reis, Co, LLC
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within pleading was served on the following on this 11th day of July, 2008, by first class, U.S. Mail, postage pre-paid:

GREGORY A LUZIER
1452 GRAHAM RD
WOODLAND, PA 16881

And

DAVID LUZIER
2332 ELWOOD DRIVE,
CLEARFIELD, PA. 16830

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

William T. Molczan, Esquire

Pa. I.D. No. 47437

Weltman, Weinberg & Reis, Co, LLC

1400 Koppers Building

436 7th Avenue

Pittsburgh, PA 15219

CA

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

Case No. 2008-678-CD

vs.

GREGORY A LUZIER

Defendant

ORDER OF COURT

And now, this 16th day of JULY, 2008, Plaintiff's Motion to Amend the
Complaint in Replevin is granted.

The Prothonotary of Clearfield County is directed to allow Plaintiff to file an Amended Complaint in
Replevin to reflect the caption as TRIAD FINANCIAL SERVICES AS AGENT FOR SOVEREIGN BANK F/K/A
WAYPOINT BANK vs. GRAGORY A. LUZIER and DAVID LUZIER.

BY THE COURT:

J. Frederick J. Zimmerman

FILED 3cc
019:52401 Any Molezan
JUL 18 2008 (612)
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/18/08

☒ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **104044**

TRIAD FINANCIAL SERVICES AS AGENT FOR SOVEREIGN BANK F/K/A

Case # 08-678-CD

vs.

GREGORY A. LUZIER

TYPE OF SERVICE COMPLAINT IN REPLEVIN

SHERIFF RETURNS

NOW July 25, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN REPLEVIN "NOT FOUND" AS TO GREGORY A. LUZIER, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8672194	10.00
SHERIFF HAWKINS	WELTMAN	8672194	16.00

FILED

9/3:30 am
JUL 25 2008

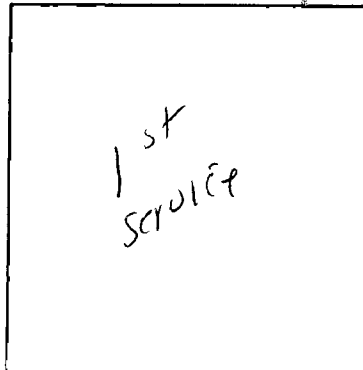
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by Marilyn Hamer
Chester A. Hawkins
Sheriff



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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

GREGORY A LUZIER

Defendant

No. *2008-678-CD*

COMPLAINT IN REPLEVIN

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06650157

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

APR 14 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No.

GREGORY A LUZIER

Defendant

COMPLAINT IN REPLEVIN AND NOTICE TO DEFEND

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 an 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. OF 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

CLEARFIELD COUNTY

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

COUNT I - REPLEVIN

1. Plaintiff is a corporation having offices at 4336 Pablo Oaks Court, Jacksonville, FL. 32224.
2. Defendant is an adult individual residing at 2332 Elwood Drive, Clearfield, PA. 16830.
3. Plaintiff is the holder of a Manufactured Home Retail Installment Contract Pennsylvania (hereinafter the "Contract") and Security Agreement secured by a vehicle duly executed and delivered by Defendant in favor of Affordable Family Housing on or about July 19, 2002. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract and Security Agreement, Defendant took possession of the vehicle more particularly identified in the Contract as a 2001 Redman Empore Terrace, Serial Number 122-37999AB.
5. Affordable Family Housing subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.
6. Under the terms of the Contract, Defendant was to make Three-Hundred (300) consecutive monthly payments of \$482.95 beginning August 18, 2002.
7. The total principal amount due to Plaintiff pursuant to the Contract was \$59,084.50.

8. Plaintiff maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

9. Defendant is in default of the terms and conditions of the Contract because Defendant has failed to make the required monthly payments.

10. Plaintiff is entitled to immediate possession of said vehicle which Plaintiff holds a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of Defendant's default.

11. Defendant has made partial payment under the Contract leaving an unpaid balance in the amount of \$60,718.76 as of March 04, 2008.

12. Plaintiff avers that the Contract provides for finance charges at the rate of 8.68% per annum.

13. Plaintiff avers that finance charges from March 04, 2008 to April 05, 2008 amount to \$462.06.

14. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendant wrongfully remains in possession of the vehicle at the above-stated address.

15. By virtue of Defendant's default, Plaintiff has an immediate right to possession of the vehicle covered by the Security Agreement the value of which is \$30,511.69, plus continuing finance charges at the aforesaid rate of 8.68% per annum.

16. Under the terms of the Contract, Defendant has undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendant, Gregory A. Luzier, individually, in Count I of this Complaint In Replevin, as follows:

A. For possession of the vehicle, more particularly identified as a 2001 Redman Empore Terrace, Serial Number 122-37999AB

COUNT II
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

17. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

18. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendant's default for the accelerated balance due under the Contract in the amount of \$61,180.82, plus appropriate additional finance charges at the rate of 8.68% per annum on the balance due from April 05, 2008 and costs.


19. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

20. Plaintiff avers that such attorneys' fees amount to \$1,500.00 to date.

21. Contemporaneously hereunder, Defendant has been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendant, individually, in the amount of \$61,180.82 plus continuing finance charges at the aforesaid rate of 8.68% per annum from April 05, 2008, expenses for retaking possession, attorneys fees of \$1,500.00 and costs.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.



James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:06650157

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.**

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT PENNSYLVANIA		Seller AFFORDABLE FAMILY HOUSING 10730 RT 322 SHIPPENVILLE PA 16254		Buyer GREG LUZIER 880 AIRPORT RD CLEARFIELD PA 16830	
No. Date JULY 19, 2002		"We" and "us" mean the Seller above, its successors and assigns.		"You" and "your" mean each Buyer above, and guarantor, separately and together.	
TRUTH IN LENDING DISCLOSURES					
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment.	
8.650%	\$ 85,800.50	\$ 59,084.50	\$ 144,885.00	of \$ 6,700.00 \$ 151,585.00	
Payment Schedule: Your payment schedule will be					
Number of Payments	Amount of Payments	When Payments Are Due			
300	482.95	DUE ON THE 18TH OF THE MONTH BEGINNING AUGUST 18, 2002 AND EACH MONTH THERE AFTER			
Security: You are giving a security interest in the goods or property being purchased. <input type="checkbox"/> You are giving a security interest in the real property at _____					
Late Charge: If a payment is more than 15 days late, you will be charged <u>5% OF ANY PORTION OF ANY</u> PAYMENT THAT IS LATE					
Prepayment: If you pay off this Contract early, you will not have to pay a penalty. <input checked="" type="checkbox"/> If you pay off this Contract early, you will not be entitled to a refund of part of the Additional Finance Charge.					
ASSUMPTION: Someone buying your Manufactured Home <input type="checkbox"/> may subject to conditions be allowed to <input checked="" type="checkbox"/> cannot assume this Contract on its original terms.					
Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, breaking the terms of this Contract, any required repayment before the scheduled date, and prepayment refunds and penalties. "e" means an estimate					
BUYER RESTRICTIONS: If Buyer does not meet this Contract's obligations, Buyer may lose the property that Buyer bought in this sale.					

SECURITY: You give us a security interest in the Manufactured Home (as defined above). Unless prohibited by law, you also give us a security interest in all present and future accessions to the Manufactured Home. Accessions will not include "household goods" as defined in the FTC Credit Practices Rule, 16 C.F.R. 444. If we do not finance the purchase of such household goods, if you do not meet your Contract obligations, you may lose your house, and the real estate described in any mortgage or deed of trust (if any).

☐ This Contract is also secured by a separate mortgage or deed of trust dated _____ on real estate, as shown in the TRUTH IN LENDING DISCLOSURES.
The term "Property" means all property securing this Contract.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. You will not receive credit life insurance and credit disability insurance unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured NA
☐ Single ☐ Joint Prem. \$ _____ Term _____
Credit Disability: Insured NA
☐ Single ☐ Joint Prem. \$ _____ Term _____

Name of Insurance Company: _____

Your signature below means you want (only) the insurance coverages quoted above. If none are quoted, you have declined any coverages we offered.

PROPERTY INSURANCE: You are required to insure the Property securing this Contract with the following minimum property insurance coverage:

\$82,633.67

You may purchase or provide the insurance through any insurance company that is reasonably acceptable to us. If you get the insurance from or through us you will pay \$ _____ for coverage.

The property insurance must protect against loss and physical damage. You must name us as beneficiary on the insurance policy. We may require additional security before we allow you to use insurance proceeds to repair or replace the Property. You will pay all amounts that insurance does not cover.

If you fail to obtain or keep insurance or to name us as beneficiary, we may obtain insurance to protect our interest in the Property. We will add the cost of insurance to the amount you owe us. Any amount we pay for insurance is due immediately and Liability insurance coverage for bodily injury and/or property damage caused to others is NOT included in this Contract unless checked and indicated below.

☐ The following liability insurance is included in this coverage:

PENNSYLVANIA MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT

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INITIAL

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Page 1 of 4

EXHIBIT

"1"

ITEMIZATION OF AMOUNT FINANCED

Manufactured Home Price (including sales tax of \$ 0.00) \$ 65,750.00

Buyer Protection/Service Plan Paid to: \$ 0.00

1. Cash Price \$ 65,750.00

Manufacturer's Rebate \$ 0.00

Cash Down Payment \$ 6,700.00

2. Subtotal \$ 6,700.00

Trade-In Allowance \$ 0.00

Less: Amount Owning \$ 0.00

To:

3. Net Trade-In \$ 0.00

4. Total Down Payment (line 2 plus line 3) \$ 6,700.00

5. Unpaid Balance of Cash Price (line 1 minus line 4) \$ 59,050.00

Fees Paid to Others:

Paid to Public Officials - Filing Fees Only \$ 0.00

Paid to Public Officials - Other than Filing Fees \$ 27.50

Insurance Premiums* \$ 0.00

(To:)

(To:)

(To:)

Additional Finance Charge(s) Paid To Seller \$ 0.00

To: GEO TRAC FLOOD CERT \$ 7.00

To: LIFE OF LOAN \$ 4.00

To: 6 POINT BUY DOWN \$ 3,545.07

6. Subtotal (line 5 plus all Fees Paid to Others) \$ 62,633.57

7. Prepaid Finance Charge \$ 3,549.07

Amount Financed (line 6 minus line 7) \$ 59,084.50

*We may retain or receive a portion of this amount.

SALE: You agree to purchase from us the manufactured home described below, together with the related services, furnishings, appliances and accessories listed below (together referred to as "Manufactured Home"). Your purchase of the Manufactured Home is subject to the terms of this Contract. "Contract" means this document and any separate document that secures this Contract.

Manufacturer REDMAN	Model Name & Number EMPIRE TERRACE			Year 2001
Serial Number 12R37889AB	Length 56	Width 28	Color	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used

Services, furnishings, appliances and accessories include:

☐ Tires and Wheels ☐ Axles ☒ Refrigerator

☒ Oven/Range ☐ Washer ☐ Dryer

☒ A/C Unit(s) ☐ Skirting ☐ Awning(s)

☐ Accessory Shed ☐ Services

☒ Other steps

Location of Manufactured Home after delivery to Buyer:
890 AIRPORT RD
CLEARFIELD PA 16830

Description of Trade-In:

☐ **BUYER PROTECTION/SERVICE PLAN:** With your purchase of the Manufactured Home, you have elected to purchase the following optional buyer protection or service plan ("Plan"): NA

The Plan covers NA and will be in effect: . See the Plan documents for details.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 62,633.57, plus interest on the unpaid balance at the rate(s) of 7.99%

per year until the final scheduled payment date. Interest will begin to accrue on JULY 19, 2002 and will accrue on a 365 day basis.

After the final scheduled payment date, or after you default and we demand payment, we will earn interest on the unpaid principal balance at the rate of 8.680 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms of this Contract. A late charge, if provided in the TRUTH IN LENDING DISCLOSURES, will be imposed only once on a late payment. A late charge will not be collected on the final scheduled payment, but interest will continue to accrue at the applicable contract rate.

IF ADDITIONAL FINANCE CHARGE: You agree to pay an additional, nonrefundable finance charge of \$ 3,545.07 that will be ☐ paid in cash, ☒ financed (see ITEMIZATION OF AMOUNT FINANCED), ☐ paid proportionately with each payment.

DOWN PAYMENT: You agree to pay or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.

☐ **ESCROW:** You ☐ may, but are not required to ☐ must pay certain expenses and fees from an escrow account. If an escrow account is established, it will be governed by a separate agreement.

GENERAL TERMS: You agree to purchase the Manufactured Home over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

The law of Pennsylvania will govern this transaction. It is also governed by applicable federal law and regulations, including the presumption of state usury laws. The federal Alternative Mortgage Transactions Party Act may also apply.

Any provision that appoints us 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 our rights under this Contract, we do so for our sole benefit.

We do not intend to charge or collect any interest or fee that is more than the applicable law allows. If we charge or collect any amount over what the law allows, we will apply the excess first to the principal balance, and we will refund any excess if you have paid this Contract in full.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

If any provision of this Contract is not enforceable, this Contract will remain enforceable without such provision. If we agree with you to any exceptions to the promises or assurances in this printed Contract, such agreement must be in writing and signed by us.

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NAME AND LOCATION: Your name and address indicated on page 1 are your exact legal name and your principal residence. You will provide us with at least 30 days notice prior to changing your name or principal residence.

PREPAYMENT: YOU MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

You may obtain from us, or the insurance company named in your policy or certificate of insurance, a refund of any unearned insurance premiums.

ADDITIONAL SECURITY: You also assign to us and give us a security interest in prepaids and premium refunds of any insurance and service contracts purchased with this Contract.

BUYER'S RESPONSIBILITIES TOWARDS PROPERTY: By giving us a security interest, real estate mortgage, or deed of trust in the Property, you agree to the following:

- A. You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property valid.
- B. The security interest you are giving us in the Property comes ahead of the claim of any other creditor. You agree to sign any additional documents or provide us with any additional information we may require to keep the priority of our claim to the Property. You will not do anything to change our interest in the Property.
- C. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Manufactured Home will be located at the "Location of Manufactured Home after delivery to Buyer" provided in this Contract.
- D. You will not try to sell or transfer any rights in the Property without our prior written consent.
- E. The Manufactured Home will remain personal property until this Contract is paid in full. Unless we give you prior written consent, you will not allow the Manufactured Home to become a part of real estate or to otherwise lose its treatment as personal property under applicable law.
- F. You will pay all taxes, fees, expenses, and assessments on the Property when due.
- G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection.

BREAKING THE TERMS OF THIS CONTRACT: You will break the terms of this Contract (default) if any one of the following occurs:

- A. You do not make a payment when it is due;
- B. You do not keep the Manufactured Home insured as provided in the section titled **INSURANCE**;
- C. You do not keep any of the promises you make in sections A., B., C., D., E., F., and G. under the section titled **BUYER'S RESPONSIBILITIES TOWARDS PROPERTY**.

If you break the terms of this Contract, we can exercise our rights to collect as provided below, specifically including but not limited to our right to take back (repossess) the Manufactured Home.

BUYER'S RIGHTS AND DUTIES: If you break the terms of this Contract, before we can use some of our rights to collect we must send you notice of your default and give you the right to correct any broken terms of this Contract. We will give you such notice and the opportunity to cure it and when we are required to do so. Your specific rights will then be explained to you. Your right to notice and cure does not exist if you have abandoned the Manufactured Home or other extreme circumstances exist.

OUR RIGHTS TO COLLECT: If you break any of the terms of this Contract, we may exercise any or all of our rights as provided by law, this Contract, and any separate personal property security agreement, real estate mortgage, or deed of trust. Before using a right, we will send you any required notice and wait for any cure period that the law may require for that right. Our rights include the following:

- A. We may require you to immediately pay us, subject to any refund required by law, the entire principal balance, plus earned interest and all other agreed charges.
- B. We may pay taxes, fees, expenses, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us. This amount is due immediately. This amount will earn interest from the date paid at the rate(s) described in the **PROMISE TO PAY AND PAYMENT TERMS** section. We may require that you establish and fund an escrow account if one is not already required.
- C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take back the Property by lawful means. We may then sell the Property. We may apply what we receive to our reasonable expenses and then toward your obligations, as allowed by law.
- E. Except when prohibited by law, we may sue you for additional amounts if the sale proceeds do not pay all you owe us.

Paragraphs C. and D. (above) apply only to personal property security interests. If this Contract is secured by a mortgage or deed of trust, then the foreclosure of such interest may impose other duties and limitations on our rights and actions, as provided by law and the mortgage or deed of trust.

We may take any or all of the actions described above. Our decision not to take any of the actions does not mean that we have lost the right to take any of the actions in the future.

We will mail to your last known address any required notice of an intended sale or transfer of the Property. You agree that notice is reasonable if mailed to your last known address, as reflected in our records. You agree that notice mailed ten days before the intended sale or transfer (or such other period of time required by law) is reasonable. When real estate is the security, other rules may apply.

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You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

If the U.S. Department of Housing and Urban Development insures this Contract under its Title 1 Property Improvement and Manufactured Home Regulations, our right to make you pay off this entire Contract is subject to the limitations of those regulations.

INSURANCE: You agree to buy insurance on the Property against the risks and for the amounts we reasonably require. In addition:

- A. You will name us as loss payee on any such policy.
 - B. We may require added security on this Contract if we permit any insurance proceeds to be used to repair or replace the Property.
 - C. If the insurance proceeds do not cover the amounts you still owe us, you will pay the difference.
 - D. You will keep the insurance until all debts secured by this Contract are paid.
- If you do not buy, maintain, and arrange to have us named as loss payee, as agreed above, you understand and agree:
- A. We may, but are not required to, purchase insurance to protect our interest in the Property.
 - B. The insurance we buy may be from an agent or company you might not choose.
 - C. The insurance will not cover your equity in the Property.
 - D. The premium we pay may be substantially higher than the premium you might be required to pay for the insurance you have agreed to buy on this Contract.

OBLIGATIONS INDEPENDENT: Each of you who signs this Contract is independently responsible to pay it and to keep the other promises made in this Contract. This is true even if:

- A. Someone else has also signed it.
- B. We release or do not try to collect from another who is also responsible to pay this Contract.
- C. We release any security or do not try to take back any Property.
- D. We give up any other rights we may have.
- E. We extend new credit or renew this Contract.

WARRANTIES: We will provide any warranty information to you separately.

WAIVER: To the extent permitted by law, you agree to give up your rights to require us to do certain things. You do not give up any rights that are provided in this Contract (for example, see the BUYER'S RIGHTS AND DUTIES section). Unless the law or this Contract provides otherwise, we are not required to:

- (1) demand payment of amounts due;
- (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time, or manner; or
- (3) give notice that we intend to make, or are making, this Contract immediately due.

ASSIGNMENT: This Contract is assigned to Assignee (Identify): WAYPOINT BANK

449 EISENHOWER BLVD HARRISBURG PA 17111
This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

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

NOTICE TO BUYER

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

Buyer(s):

x GREG LUZIER 7/19/02
Signature Date
GREG LUZIER

Signature Date

Signature Date

Signature Date

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT:

x GREG LUZIER
GREG LUZIER

SELLER'S SIGNATURE:

[Signature]
Name and Title Manager

Disbursement Date: _____ (This date is for Title 1 HUD insurance purposes and may be completed after the Contract is signed to reflect the actual disbursement date, and not any estimated disbursement date. It may appear only on the original form.)

ARBITRATION AGREEMENT

Except as provided below, Buyer(s) and Seller/Assignee, their successors and assigns, hereby agree that this Arbitration Addendum shall become part of and applicable to all manufactured home loan documents, including but not limited to the retail installment contract and/or mortgage and/or promissory note (collectively "loan" hereinafter); (1) that this Loan involves interstate commerce; (2) that arbitration is a less expensive method of dispute resolution that decreases servicing costs of this Loan, insuring to the benefit of Buyer(s); and (3) to resolve via binding arbitration all disputes, claims, or other matters in question arising out of or relating to this Loan, its interpretation, validity, performance, or the breach thereof. Subject to the express exceptions listed below, the scope of arbitrability is broad and includes, without limitation, contractual, tort, statutory, and caseless claims. Arbitration shall be by three arbitrators and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec. 1 et seq. The arbitrators shall have full power to award all legal and equitable remedies, including, but not limited to, monetary damages, declaratory and injunctive relief. Judgment upon the arbitration award may be entered in any court having jurisdiction.

The parties agree that the following claims of Seller/Assignee are excluded from arbitrability under this arbitration addendum, and that Seller/Assignee retains the right to seek direct judicial relief through the courts (a) to enforce a security agreement and/or a lien relating to the manufactured home secured in the transaction underlying this Loan, (b) to enforce the monetary obligation pertaining to the Manufactured Home, (c) or to foreclose. The institution and maintenance of judicial proceedings to enforce the security agreement, to obtain a monetary judgement, or to foreclose up any collateral, 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 Loan, including any counterclaims in suits brought by Seller/Assignee pursuant to this provision.

I acknowledge I have received a completed copy of the Contract and arbitration addendum. I have read these terms, and agree to these terms and conditions of the Contract and its arbitration addendum.

Buyer(s):

x *Greg Luzier*
GREG LUZIER

7-19-02

DATE

DATE

Seller:

Jeff Dwyer
AFFORDABLE FAMILY HOUSING

7-19-02

DATE

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.


This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

EXHIBIT "3"

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is James H Curry
(NAME)
Loan Servicing Manager of Triad Financial Services Inc, plaintiff herein, that
(TITLE) (COMPANY)
he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint in Replevin are true and correct to the best of his/her knowledge, information and belief.


(SIGNATURE)

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

WWR# 06650157

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

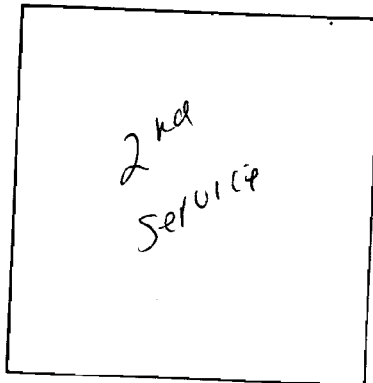
DOCKET # 104361
NO: 08-678-CD
SERVICES 1
COMPLAINT & PRAECIPE

PLAINTIFF: TRIAD FINANCIAL SERVICES As Agent for Sovereign Bank
vs.
DEFENDANT: GREGORY A. LUZIER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8679277	10.00
SHERIFF HAWKINS	WELTMAN	8679277	14.85



FILED
03:30 pm
JUL 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

A handwritten signature in cursive, appearing to read "Chester A. Hawkins".

Chester A. Hawkins
Sheriff

FILED

m 11:36 a.m. OK

AUG 06 2008 ICC AMY

William A. Shaw
Prothonotary/Clerk of Courts

(610)

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/KA
WAYPOINT BANK

Plaintiff

No. 2008-678-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

GREGORY A LUZIER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06650157

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/KA
WAYPOINT BANK

Plaintiff

No. 2008-678-CD

vs.

GREGORY A LUZIER

Defendant

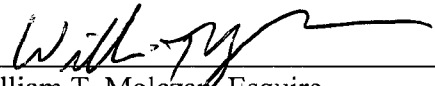
AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared William T. Molczan, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendants, Gregory A. Luzier and David Luzier.

1. On or about July 22, 2008, Plaintiff received a signed Order of Court dated from July 16, 2008. Said Order of Court is attached as Exhibit "1".

2. On or about July 23, 2008, Plaintiff mailed the Order of Courts to Gregory A. Luzier, 1452 Graham Road, Woodland, PA. 16881 and David Luzier, 2332 Elwood Drive, Clearfield, PA. 16830.

WELTMAN, WEINBERG & REIS, CO., L.P.A.


William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06650157

Sworn to and subscribed
before me this 4
day of August 2008.


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Wayne A. Jones, Notary Public

City Of Pittsburgh, Allegheny County

My Commission Expires June 29, 2010

Member, Pennsylvania Association of Notaries

CA

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

Case No. 2008-678-CD

vs.

GREGORY A LUZIER

Defendant

ORDER OF COURT

And now, this 16th day of JULY, 2008, Plaintiff's Motion to Amend the
Complaint in Replevin is granted.

The Prothonotary of Clearfield County is directed to allow Plaintiff to file an Amended Complaint in
Replevin to reflect the caption as TRIAD FINANCIAL SERVICES AS AGENT FOR SOVEREIGN BANK F/K/A
WAYPOINT BANK vs. GRAGORY A. LUZIER and DAVID LUZIER.

BY THE COURT:

J. 


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

JUL 18 2008

EXHIBIT

" 1 "

Attest.


Prothonotary/
Clerk of Courts

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

No. 2008-678-CD

vs.

AMENDED COMPLAINT IN REPLEVIN

GREGORY A LUZIER and
DAVID LUZIER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Moleczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06650157

FILED 1cc
mll/21084 Sheriff
AUG 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 2008-678-CD

GREGORY A LUZIER and
DAVID LUZIER

Defendants

AMENDED COMPLAINT IN REPLEVIN AND NOTICE TO DEFEND

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 an 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. OF 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

CLEARFIELD COUNTY
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

COUNT I – REPLEVIN FOR POSSESSION

AS TO GREGORY A. LUZIER AND DAVID LUZIER

1. Plaintiff is a corporation having offices at 4336 Pablo Oaks Court, Jacksonville, FL. 32224.
2. Defendant, Gregory A. Luzier, is an adult individual residing at 1452 Graham Road, Woodland, PA. 16881.
3. Defendant, David Luzier, is an adult individual residing at 2332 Elwood Drive, Clearfield, PA. 16830
4. Plaintiff is the holder of a Manufactured Home Retail Installment Contract Pennsylvania (hereinafter the "Contract") and Security Agreement secured by a vehicle duly executed and delivered by Defendant, Gregory A. Luzier, in favor of Affordable Family Housing on or about July 19, 2002. A true and correct copy of the Contract and Security Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Pursuant to said Contract and Security Agreement, Defendant took possession of the vehicle more particularly identified in the Contract as a 2001 Redman Empore Terrace, Serial Number 122-37999AB.

6. Affordable Family Housing subsequently assigned its right, title and interest in said Installment Sale Contract and Security Agreement to Plaintiff.

7. Under the terms of the Contract, Defendant was to make Three-Hundred (300) consecutive monthly payments of \$482.95 beginning August 18, 2002.

8. The total principal amount due to Plaintiff pursuant to the Contract was \$59,084.50.

9. Plaintiff maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of the Certificate of Title is attached hereto, marked as Exhibit "2" and made a part hereof.

10. Defendant is in default of the terms and conditions of the Contract because Defendant has failed to make the required monthly payments.

11. Plaintiff is entitled to immediate possession of said vehicle which Plaintiff holds a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of Defendant's default.

12. Defendant has made partial payment under the Contract leaving an unpaid balance in the amount of \$60,718.76 as of March 04, 2008.

13. Plaintiff avers that the Contract provides for finance charges at the rate of 8.68% per annum.

14. Plaintiff avers that finance charges from March 04, 2008 to April 05, 2008 amount to \$426.06.

15. Plaintiff has performed all conditions precedent as holder of all right, title and interest in the collateral, but Defendant wrongfully remains in possession of the vehicle at the above-stated address.

16. By virtue of Defendant's default, Plaintiff has an immediate right to possession of the vehicle covered by the Security Agreement the value of which is \$30,511.69, plus continuing finance charges at the aforesaid rate of 8.68% per annum.

17. Under the terms of the Contract, Defendant has undertaken to pay to Plaintiff its reasonable attorneys' fees and costs of retaking possession of the collateral.

WHEREFORE, Plaintiff prays for Judgment against Defendants, Gregory A. Luzier and David Luzier, jointly and severally, in Count I of this Complaint In Replevin, as follows:

A. For possession of the vehicle, more particularly identified as a 2001 Redman Empore Terrace, Serial Number 122-37999AB

COUNT II
ACTION IN CONTRACT FOR IN PERSONAM DAMAGES

AS TO GREGORY A LUZIER ONLY

18. Plaintiff incorporates herein by reference thereto each of the preceding paragraphs of this Complaint in their entirety as if the same were more fully set forth herein.

19. In the alternative to Count I, Plaintiff pleads an action in contract as a result of Defendant's default for the accelerated balance due under the Contract in the amount of \$61,180.82, plus appropriate additional finance charges at the rate of 8.68% per annum on the balance due from April 05, 2008 and costs.

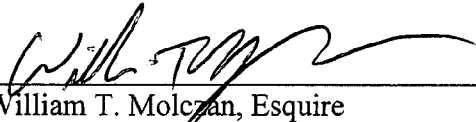
20. Under the terms of the Contract, Plaintiff is entitled to recover reasonable attorneys' fees and costs of retaking possession of the collateral.

21. Plaintiff avers that such attorneys' fees amount to \$1,500.00 to date.

22. Contemporaneously hereunder, Defendant has been advised of his/her right to dispute the validity of this debt, or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto, marked Exhibit "3" and made a part hereof.

WHEREFORE, Plaintiff prays for the entry of Judgment on Count II against Defendant, Gregory A. Luzier, individually, in the amount of \$62,567.01 plus continuing finance charges at the aforesaid rate of 8.68% per annum from April 05, 2008, expenses for retaking possession, attorneys' fees of \$1,500.00 and costs.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:06650157

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.**

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT PENNSYLVANIA No. _____ Date JULY 19, 2002	Seller AFFORDABLE FAMILY HOUSING 10730 RT 322 SHIPPENSVILLE PA 16254	Buyer GREG LUZIER 800 AIRPORT RD CLEARFIELD PA 16830
	"We" and "us" mean the Seller above, its successors and assigns. "You" and "your" mean each Buyer above, and guarantor, separately and together.	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment
8.880%	\$ 85,800.50	\$ 59,084.50	\$ 144,885.00	of \$ 6,700.00 \$ 151,585.00

Payment Schedule: Your payment schedule will be		When Payments Are Due
Number of Payments	Amount of Payments	
900	432.95	DUE ON THE 18TH OF THE MONTH BEGINNING AUGUST 18, 2002 AND EACH MONTH THERE AFTER

Security: You are giving a security interest in the goods or property being purchased.
☐ You are giving a security interest in the real property at _____

☒ Late Charge: If a payment is more than 15 _____ days late, you will be charged 5% OF ANY PORTION OF ANY PAYMENT THAT IS LATE

Prepayment: If you pay off this Contract early, you will not have to pay a penalty.
☒ If you pay off this Contract early, you will not be entitled to a refund of part of the Additional Finance Charge.

ASSUMPTION: Someone buying your Manufactured Home ☐ may subject to conditions be allowed to ☒ cannot assume this Contract on its original terms.

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, breaking the terms of this Contract, any required repayment before the scheduled date, and prepayment refunds and penalties. "e" means an estimate

BUYER RESTRICTIONS: If Buyer does not meet this Contract's obligations, Buyer may lose the property that Buyer bought in this sale.

SECURITY: You give us a security interest in the Manufactured Home (as defined above). Unless prohibited by law, you also give us a security interest in all present and future accessions to the Manufactured Home. Accessions will not include "household goods" as defined in the FTC Credit Practices Rule, 16 C.F.R. 444, if we do not finance the purchase of such household goods. If you do not meet your Contract obligations, you may lose your house, and the real estate described in any mortgage or deed of trust (if any).

☐ This Contract is also secured by a separate mortgage or deed of trust dated _____ on real estate, as shown in the TRUTH IN LENDING DISCLOSURES.
 The term "Property" means all property securing this Contract.

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. You will not receive credit life insurance and credit disability insurance unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase

Credit Life: Insured NA
☐ Single ☐ Joint Prem. \$ _____ Term _____
 Credit Disability: Insured NA
☐ Single ☐ Joint Prem. \$ _____ Term _____

Name of Insurance Company: _____

Your signature below means you want (only) the insurance coverages quoted above. If none are quoted, you have declined any coverages we offered.

Buyer _____ d/o/b _____ Buyer _____ d/o/b _____

Buyer _____ d/o/b _____ Buyer _____ d/o/b _____

PENNSYLVANIA MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT
 © 1999 Triad Financial, Inc. St. Louis, MO Form 10/10/01/02/03 10/2/2002

PROPERTY INSURANCE: You are required to insure the Property securing this Contract with the following minimum property insurance coverage:

\$82,633.67

You may purchase or provide the insurance through any insurance company that is reasonably acceptable to us. If you get the insurance from or through us you will pay \$ _____ for _____ of coverage.

The property insurance must protect against loss and physical damage. You must name us as beneficiary on the insurance policy. We may require additional security before we allow you to use insurance proceeds to repair or replace the Property. You will pay all amounts that insurance does not cover.

If you fail to obtain or keep insurance or to name us as beneficiary, we may obtain insurance to protect our interest in the Property. We will add the cost of insurance to the amount you owe us. Any amount we pay for insurance is due immediately and will earn interest at the rate charged after maturity. Liability insurance coverage for bodily injury and/or property damage caused to others is NOT included in this Contract unless checked and indicated below.

☐ The following liability insurance is included in this coverage:

INITIAL

XLG

Page 1 of 4

EXHIBIT

"1"

ITEMIZATION OF AMOUNT FINANCED

Manufactured Home Price (including sales tax of \$ 0.00) \$ 65,750.00

Buyer Protection/Service Plan Paid to: \$ 0.00

1. Cash Price \$ 65,750.00

Manufacturer's Rebate \$ 0.00

Cash Down Payment \$ 6,700.00

2. Subtotal \$ 6,700.00

Trade-In Allowance \$ 0.00

Less: Amount Owning \$ 0.00

To: \$ 0.00

3. Net Trade-In \$ 0.00

4. Total Down Payment (line 2 plus line 3) \$ 6,700.00

5. Unpaid Balance of Cash Price (line 1 minus line 4) \$ 59,050.00

Fees Paid to Others:

Paid to Public Officials - Filing Fees Only \$ 0.00

Paid to Public Officials - Other than Filing Fees \$ 27.50

Insurance Premiums* \$ 0.00

(To:)

(To:)

(To:)

Additional Finance Charge(s) Paid To Seller \$ 0.00

To: SED TRAC FLOOD CERT \$ 7.00

To: LIFE OF LOAN \$ 4.00

To: 6 POINT BUY DOWN \$ 3,645.07

6. Subtotal (line 5 plus all Fees Paid to Others) \$ 62,633.57

7. Prepaid Finance Charges \$ 3,548.07

Amount Financed (line 6 minus line 7) \$ 59,084.50

*We may retain or receive a portion of this amount.

SALE: You agree to purchase from us the manufactured home described below, together with the related services, furnishings, appliances and accessories listed below (together referred to as "Manufactured Home"). Your purchase of the Manufactured Home is subject to the terms of this Contract. "Contract" means this document and any separate document that requires this Contract.

Manufacturer REDMAN	Model Name & Number EMPIRE TERRACE		Year 2001
Serial Number 122-3788BAB	Length 58	Width 28	Color White
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used			

Services, furnishings, appliances, and accessories include:

☐ Tires and Wheels ☐ A/C ☒ Refrigerator

☐ Oven/Range ☐ Washer ☐ Dryer

☒ A/C Unit(s)

☐ Skirting ☐ Awning(s)

☐ Accessory Shed

☐ Services

☒ Other **steps**

Location of Manufactured Home after delivery to Buyer:

890 AIRPORT RD
CLEARFIELD PA 16830

Description of Trade-In:

☐ **BUYER PROTECTION/SERVICE PLAN:** With your purchase of the Manufactured Home, you have elected to purchase the following optional buyer protection or service plan ("Plan"): NA

The Plan covers NA and will be in effect. See The Plan documents for details.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 52,633.57, plus interest on the unpaid balance at the rate(s) of 7.99%

per year until the final scheduled payment date. Interest will begin to accrue on JULY 19, 2002

and will accrue on a 365 day basis.

After the final scheduled payment date, or after you default and we demand payment, we will earn interest on the unpaid principal balance at the rate of 8.69% per year.

You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms of this Contract. A late charge, if provided in the TRUTH IN LENDING DISCLOSURES, will be imposed only once on a late payment. A late charge will not be collected on the final scheduled payment, but interest will continue to accrue at the applicable contract rate.

IF ADDITIONAL FINANCE CHARGE: You agree to pay an additional, nonrefundable finance charge of \$ 3,545.07 that will be ☐ paid in cash. ☒ financed (see ITEMIZATION OF AMOUNT FINANCED). ☐ paid proportionately with each payment.

DOWN PAYMENT: You agree to pay or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.

ESCROW: You ☐ may, but are not required to ☐ must pay certain expenses and fees from an escrow account. If an escrow account is established, it will be governed by a separate agreement.

GENERAL TERMS: You agree to purchase the Manufactured Home over time. The Total Sales Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

The law of Pennsylvania will govern this transaction. It is also governed by applicable federal law and regulations, including the presumption of state usury laws. The federal Alternative Mortgage Transactions Party Act may also apply.

Any provision that appoints us as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5501 et seq. (Chapter 55: Deposits, Estates and Fiduciaries Code). By exercising any of our rights under this Contract, we do so for our sole benefit.

We do not intend to charge or collect any interest or fee that is more than the applicable law allows. If we charge or collect any amount over what the law allows, we will apply the excess first to the principal balance, and we will refund any excess if you have paid this Contract in full.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

If any provision of this Contract is not enforceable, this Contract will remain enforceable without such provision. If we agree with you to any exceptions to the promises or assurances in this printed Contract, such agreement must be in writing and signed by us.

INITIAL

x66

NAME AND LOCATION: Your name and address indicated on page 1 are your exact legal name and your principal residence. You will provide us with at least 30 days notice prior to changing your name or principal residence.

PREPAYMENT: YOU MAY PREPAY THIS CONTRACT IN FULL OR IN PART AT ANY TIME WITHOUT PENALTY. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

You may obtain from us, or the insurance company named in your policy (or certificate of insurance), a refund of any unearned insurance premiums.

ADDITIONAL SECURITY: You also assign to us and give us a security interest in processes and premium refunds of any insurance and service contracts purchased with this Contract.

BUYER'S RESPONSIBILITIES TOWARDS PROPERTY: By giving us a security interest, real estate mortgage, or deed of trust in the Property, you agree to the following:

- A. You will defend our interest in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property valid.
- B. The security interest you are giving us in the Property comes ahead of the claim of any other creditor. You agree to sign any additional documents or provide us with any additional information we may require to keep the priority of our claim to the Property. You will not do anything to change our interest in the Property.
- C. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Manufactured Home will be located at the "Location of Manufactured Home after delivery to Buyer" provided in this Contract.
- D. You will not try to sell or transfer any rights in the Property without our prior written consent.
- E. The Manufactured Home will remain personal property until this Contract is paid in full. Unless we give you prior written consent, you will not allow the Manufactured Home to become a part of real estate or to otherwise lose its treatment as personal property under applicable law.
- F. You will pay all taxes, fees, expenses, and assessments on the Property when due.
- G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection.

BREAKING THE TERMS OF THIS CONTRACT: You will break the terms of this Contract (default) if any one of the following occurs:

- A. You do not make a payment when it is due;
- B. You do not keep the Manufactured Home insured as provided in the section titled **INSURANCE**;
- C. You do not keep any of the promises you make in sections A., B., C., D., E., F., and G. under the section titled **BUYER'S RESPONSIBILITIES TOWARDS PROPERTY**.

If you break the terms of this Contract, we can exercise our rights to collect as provided below, specifically including but not limited to our right to take back (repossess) the Manufactured Home.

BUYER'S RIGHTS AND DUTIES: If you break the terms of this Contract, before we can use some of our rights to collect we must send you notice of your default and give you the right to correct any broken terms of this Contract. We will give you such notice and the opportunity to cure if and when we are required to do so. Your specific rights will then be explained to you. Your right to notice and cure does not exist if you have abandoned the Manufactured Home or other extreme circumstances exist.

OUR RIGHTS TO COLLECT: If you break any of the terms of this Contract, we may exercise any or all of our rights as provided by law, this Contract, and any separate personal property security agreement, real estate mortgage, or deed of trust. Before using a right, we will send you any required notice and wait for any cure period that the law may require for that right. Our rights include the following:

- A. We may require you to immediately pay us, subject to any refund required by law, the entire principal balance, plus named interest and all other agreed charges.
- B. We may pay taxes, fees, expenses, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us. This amount is due immediately. This amount will earn interest from the date paid at the rate(s) described in the **PROMISE TO PAY AND PAYMENT TERMS** section. We may require that you establish and fund an escrow account if one is not already required.
- C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take back the Property by lawful means. We may then sell the Property. We may apply what we receive to our reasonable expenses and then toward your obligations, as allowed by law.
- E. Except when prohibited by law, we may sue you for additional amounts if the collections do not pay all you owe us.

Paragraphs C. and D. above apply only to personal property security interests. If this Contract is secured by a mortgage or deed of trust, then the foreclosure of such interest may impose other duties and limitations on our rights and actions, as provided by law and the mortgage or deed of trust.

We may take any or all of the actions described above. Our decision not to take any of the actions does not mean that we have lost the right to take any of the actions in the future.

We will mail to your last known address any required notice of an intended sale or transfer of the Property. You agree that notice is reasonable if mailed to your last known address, as reflected in our records. You agree that notice mailed ten days before the intended sale or transfer (or such other period of time required by law) is reasonable. When real estate is the security, other rules may apply.

XGL

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

If the U.S. Department of Housing and Urban Development insures this Contract under its Title 1 Property Improvement and Manufactured Home Regulations, our right to make you pay off this entire Contract is subject to the limitations of those regulations.

INSURANCE: You agree to buy insurance on the Property against the risks and for the amounts we reasonably require. In addition:

- A. You will name us as loss payee on any such policy.
 - B. We may require added security on this Contract if we permit any insurance proceeds to be used to repair or replace the Property.
 - C. If the insurance proceeds do not cover the amounts you still owe us, you will pay the difference.
 - D. You will keep the insurance until all debts secured by this Contract are paid.
- If you do not buy, maintain, and arrange to have us named as loss payee, as agreed above, you understand and agree:

- A. We may, but are not required to, purchase insurance to protect our interest in the Property.
- B. The insurance we buy may be from an agent or company you might not choose.
- C. The insurance will not cover your equity in the Property.
- D. The premium we pay may be substantially higher than the premium you might be required to pay for the insurance you have agreed to buy on this Contract.

OBLIGATIONS INDEPENDENT: Each of you who signs this Contract is independently responsible to pay it and to keep the other promises made in this Contract. This is true even if:

- A. Someone else has also signed it.
- B. We release or do not try to collect from another who is also responsible to pay this Contract.
- C. We release any security or do not try to take back any Property.
- D. We give up any other rights we may have.
- E. We extend new credit or renew this Contract.

WARRANTIES: We will provide any warranty information to you separately.

WAIVER: To the extent permitted by law, you agree to give up your rights to require us to do certain things. You do not give up any rights that are provided in this Contract (for example, see the BUYER'S RIGHTS AND DUTIES section). Unless the law or this Contract provides otherwise, we are not required to:

- (1) demand payment of amounts due;
- (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time, or manner; or,
- (3) give notice that we intend to make, or are making, this Contract immediately due.

ASSIGNMENT: This Contract is assigned to Assignee Identity: WAYPOINT BANK

448 EISENHOWER BLVD HARRISBURG PA 17111
This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

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

NOTICE TO BUYER

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

Buyer(s):

X Greg Luzier 7/19/02
Signature _____ Date _____
GREG LUZIER

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT:

X Greg Luzier
Greg Luzier

SELLER'S SIGNATURE:

Kath Sangster
Name and Title Indyler

Disbursement Date: _____ (This date is for Title 1 HUD insurance purposes and may be completed after the Contract is signed to reflect the actual disbursement date, and not any estimated disbursement date. It may appear only on the original form.)

ARBITRATION AGREEMENT

Except as provided below, Buyer (s) and Seller/Assignee, their successors and assigns, hereby agree that this Arbitration Addendum shall become part of and applicable to all manufactured home loan documents, including but not limited to the retail installment contract and/or mortgage and/or promissory note (collectively "loan" hereinafter); (1) that this Loan involves interstate commerce; (2) that arbitration is a less expensive method of dispute resolution that decreases servicing costs of this Loan, insuring to the benefit of Buyer(s); and (3) to resolve via binding arbitration all disputes, claims, or other matters in question arising out of or relating to this Loan, its interpretation, validity, performance, or the breach thereof. Subject to the express exceptions listed below, the scope of arbitrability is broad and includes, without limitation, contractual, tort, statutory, and caseless claims. Arbitration shall be by three arbitrators and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sec.1 et seq. The arbitrators shall have full power to award all legal and equitable remedies, including, including, but not limited to, monetary damages, declaratory and injunctive relief. Judgment upon the arbitration award may be entered in any court having jurisdiction.

The parties agree that the following claims of Seller/Assignee are excluded from arbitrability under this arbitration addendum, and that Seller/Assignee retains the right to seek direct judicial relief through the courts (a) to enforce a security agreement and/or a lien relating to the manufactured home secured in the transaction underlying this Loan, (b) to enforce the monetary obligation pertaining to the Manufactured Home, (c) or to foreclose. The institution and maintenance of judicial proceedings to enforce the security agreement, to obtain a monetary judgement, or to foreclose up any collateral, 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 Loan, including any counterclaims in suits brought by Seller/Assignee pursuant to this provision.

I acknowledge I have received a completed copy of the Contract and arbitration addendum. I have read these terms, and agree to these terms and conditions of the Contract and its arbitration addendum.

Buyer(s):

x GREG LUGIER
GREG LUGIER

7-19-02

DATE

DATE

Seller:

o AFFORDABLE FAMILY HOUSING
AFFORDABLE FAMILY HOUSING

7-19-02

DATE

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain a Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default Judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

EXHIBIT "3"

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

A handwritten signature in black ink, appearing to read 'W. T. Molczan', written over a horizontal line.

William T. Molczan, Esquire


CERTIFICATE OF SERVICE

A true and correct copy of the Amended Complaint in Replevin has been served by First Class Mail, postage pre-paid, on 7th day of August, 2008 upon the following:

**GREGORY A LUZIER
1452 GRAHAM RD
WOODLAND, PA 16881**

And

**DAVID LUZIER
2332 ELWOOD DRIVE,
CLEARFIELD, PA. 16830**

By: 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-678-CD

TRIAD FINANCIAL SERVICES as agent for Sovereign Bank f/k/a Waypoint Bank

vs

SERVICE # 1 OF 1

GREGORY A. LUZIER and DAVID LUZIER

AMENDED COMPLAINT IN REPLEVIN

SERVE BY: 09/10/2008

HEARING:

PAGE: 104523

DEFENDANT:

DAVID LUZIER

ADDRESS:

2332 ELWOOD DRIVE
CLEARFIELD, PA 16830

50 Charlotte dr
Clearfield Pa

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

9/3/08
AUG 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 8/14/08 AT 9:47 AM / PM SERVED THE WITHIN

AMENDED COMPLAINT IN REPLEVIN ON DAVID LUZIER, DEFENDANT

BY HANDING TO David Luzier, self.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 50 Charlotte drive Clearfield Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

AMENDED COMPLAINT IN REPLEVIN FOR DAVID LUZIER

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO DAVID LUZIER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers CHESTER A. HAWKINS, SHERIFF

BY:

[Signature]
Deputy Signature

S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104523
NO: 08-678-CD
SERVICES 1
AMENDED COMPLAINT IN REPLEVIN

PLAINTIFF: TRIAD FINANCIAL SERVICES as agent for Sovereign Bank f/k/a Waypoint Bank
vs.
DEFENDANT: GREGORY A. LUZIER and DAVID LUZIER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8729368	10.00
SHERIFF HAWKINS	WELTMAN	8729368	20.00

5
FILED
019:50/31
JAN 07 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

FILED Atty pdt. 20.00
M/12:54/09
JAN 23 2009 ICC Notice
to Lef. S
William A. Shaw
Prothonotary/Clerk of Courts

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

GREGORY A LUZIER and
DAVID LUZIER

Defendants

No. 2008-678-CD

PRAECIPE FOR DEFAULT JUDGMENT ON
AMENDED COMPLAINT IN REPLEVIN

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06650157
Judgment Amount \$ 68,322.69 & POSS

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 2008-678-CD

GREGORY A LUZIER and
DAVID LUZIER

Defendants

PRAECIPE FOR DEFAULT JUDGMENT ON AMENDED COMPLAINT IN REPLEVIN

TO THE PROTHONOTARY:

COUNT I: AS TO GREGORY A. LUZIER AND DAVID LUZIER

Kindly enter Judgment against the Defendants, Gregory A. Luzier and David Luzier, above named, in the default of an Answer as follows:

For possession of the vehicle, more particularly identified as a 2001 Redman Empore Terrace, Serial Number 122-37999AB.

COUNT II: AS TO GREGORY A. LUZIER ONLY

Kindly enter Judgment against the Defendant, Gregory A. Luzier, above named, in the default of an Answer, in the amount of \$68,322.69 as follows:

Amount claimed in Complaint	\$62,567.01
Interest from April 05, 2008 to January 16, 2009 at the contract interest rate of 8.68% per annum	\$4,255.68
Attorneys' fees	\$1,500.00
TOTAL	\$68,322.69

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

James Warmbrodt, Esquire

PA I.D. #42624

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06650157

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendants is: GREGORY A LUZIER, 1452 GRAHAM RD., WOODLAND, PA 16881 and DAVID LUZIER, 2332 ELWOOD DRIVE, CLEARFIELD, PA. 16830

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

2008-678-CD

GREGORY A LUZIER and
DAVID LUZIER

Defendants

IMPORTANT NOTICE ON AMENDED COMPLAINT IN REPLEVIN

TO:
GREGORY A LUZIER
1452 GRAHAM RD
WOODLAND, PA 16881

Date of Notice: 10/07/08

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.

**CLEARFIELD COUNTY
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51**

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

James C. Warmbrodt, Esquire

PA I.D. #42524

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #06650157

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

2008-678-CD

GREGORY A LUZIER and
DAVID LUZIER

Defendants

IMPORTANT NOTICE ON AMENDED COMPLAINT IN REPLEVIN

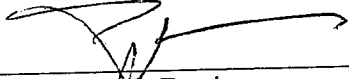
TO:
DAVID LUZIER
2332 Elwood Drive,
Clearfield, PA. 16830

Date of Notice: 10/07/08

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.

**CLEARFIELD COUNTY
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51**

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
James C. Warmbront, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR #06650157

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Case no: 2008-678-CD

Plaintiff
vs.

NON-MILITARY AFFIDAVIT

GREGORY A LUZIER and
DAVID LUZIER

Defendants

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the
within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the
Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant,
GREGORY A LUZIER and
DAVID LUZIER is not in the military service.

Affiant further states that this belief is supported by the attached certificate from the Defense
Manpower Data Center (DMDC), which states that the Defendant, GREGORY A LUZIER and
DAVID LUZIER is not in the military service.

Further Affiant sayeth naught.

AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 14th day
of January, 2009.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

This law firm is a debt collector attempting to collect this debt for our client and any information obtained
will be used for that purpose.

Department of Defense Manpower Data Center

OCT-21-2008 06:14:50



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
LUZIER	GREGORY	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:SRWIUVVFWN

Department of Defense Manpower Data Center

OCT-21-2008 06:15:15



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
LUZIER	DAVID		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **SLMZETSCRQ**

COPY

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 2008-678-CD

GREGORY A LUZIER and
DAVID LUZIER

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on 1/23/09

(xx) Assumpsit Judgment as to Count I for possession of the vehicle
more particularly identified as a 2001 Redman Empore Terrace, Serial
Number 122-37999AB:

() Trespass Judgment in the amount
 of \$_____ plus costs.

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☒ Default
 ☐ Verdict
 ☐ Arbitration
 Award

Prothonotary

By: 
PROTHONOTARY (OR DEPUTY)

DAVID LUZIER
2332 ELWOOD DRIVE,
CLEARFIELD, PA. 16830

Copy

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 2008-678-CD

GREGORY A LUZIER and
DAVID LUZIER

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on 1/23/09

(xx) Assumpsit Judgment as to Count I for possession of the vehicle
more particularly identified as a 2001 Redman Empore Terrace, Serial
Number 122-37999AB and Assumpsit Judgment in the amount of
\$68,322.69 on Count II plus costs.

() Trespass Judgment in the amount
 of \$ _____ plus costs.

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☒ Default
 ☐ Verdict
 ☐ Arbitration
 Award

Prothonotary

By: William L. Hays
PROTHONOTARY (OR DEPUTY)

GREGORY A LUZIER
1452 GRAHAM RD
WOODLAND, PA 16881

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

No. 2008-678-CD

vs.

PRAECIPE FOR WRIT OF POSSESSION

GREGORY A LUZIER and
DAVID LUZIER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED 3CC-3 writs
m/3:00pm to Sheriff
JUN 25 2008
William A. Shaw
Prothonotary/Clerk of Courts
Att. pdk 20.00

WWR No. 06650157

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

No. 2008-678-CD

vs.

PRAECIPE FOR WRIT OF POSSESSION

GREGORY A LUZIER and
DAVID LUZIER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED 3cc 3 writs
7/3/08 to Sheriff
JUN 25 2008
William A. Shaw
Prothonotary/Clerk of Courts
Atty pol
20.00

WWR No. 06650157

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 2008-678-CD

GREGORY A LUZIER and
DAVID LUZIER

Defendants

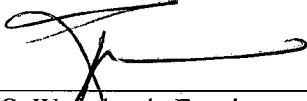
PRAECIPE FOR WRIT OF POSSESSION

TO THE PROTHONOTARY:

Kindly issue a Writ of Possession in the above matter directed to the Sheriff of Clearfield County,
Pennsylvania

1. To deliver possession of the 2001 Redman Empore Terrace more particularly identified 122-37999AB.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
James C. Warmbrodt, Esquire
PA I.D. #47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

DATED: _____

WWR#06650157

WWR No.

WELTMAN, WEINBERG & REIS Co., L.P.A.

ATTORNEYS AT LAW
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
412.434.7955
www.weltman.com



BURLINGTON, NJ
609.914.0437
CHICAGO, IL
847.940.9812
CINCINNATI, OH
513.723.2200
CLEVELAND, OH
216.685.1000
COLUMBUS, OH
614.228.7272
DETROIT, MI
248.362.6100
PHILADELPHIA, PA
215.599.1500

May 26, 2009

**RE: TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK**

**V. GREGORY A LUZIER AND
DAVID LUZIER**

COURT #: 2008-678-CD

TO THE SHERIFF OF CLEARFIELD COUNTY:

PLEASE SERVE THE WRIT OF POSSESSION ON THE DEFENDANTS AT THE FOLLOWING ADDRESS:

GREGORY A LUZIER
1452 GRAHAM RD
WOODLAND, PA 16881

AND

DAVID LUZIER
2332 ELWOOD DRIVE,
CLEARFIELD, PA. 16830

**AND DELIVER POSSESSION OF THE 2001 REDMAN EMPORE TERRACE MORE PARTICULARLY
IDENTIFIED 122-37999AB.**

BY: SERVING THE DEFENDANT(S) WITH THE WRIT OF POSSESSION AND SETTING A DATE AND TIME FOR POSSESSION OF THE 2001 REDMAN EMPORE TERRACE, AT WHICH TIME THE DEFENDANT(S) MUST HAVE THE 2001 REDMAN EMPORE TERRACE ON THE PREMISES. KINDLY ADVISE MY OFFICE IN ADVANCE OF THE POSSESSION DATE SO THAT I MAY ARRANGE TO HAVE AN AGENT PRESENT TO TAKE POSSESSION. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT WAYNE AT (412) 338-7111.

PLEASE CONFIRM SERVICE BY SENDING NOTICE TO:

WELTMAN, WEINBERG & REIS, CO., L.P.A.
1400 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955

WWR No.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

COPY

WRIT OF POSSESSION

**Triad Financial Services as Agent for
Sovereign Bank f/k/a Waypoint Bank
Plaintiff(s)**

Vs.

NO.: 2008-00678-CD

**Gregory A. Luzier
David Luzier
Defendant(s)**

COMMONWEALTH OF PENNSYLVANIA
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: Plaintiff(s)

2001 Redman Empore Terrace, more particularly identified 122-37999AB

- (2) To satisfy the costs against Defendant(s) you are directed to levy upon the above listed property of Defendant(s) and sell his/their interests therein.

6/25/09
Date

William A. Shaw
William A. Shaw, Prothonotary

Received writ this _____ day of _____
A.D. _____
at _____ a.m./p.m.

Sheriff

REQUESTING PARTY: Triad Financial Services as agent for Sovereign Bank f/k/a Waypoint Bank
ATTORNEY FILING: James C. Warmbrodt, Esq. (412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-678-CD

TRIAD FINANCIAL SERVICES as Agent for Sovereign Bank f/k/a Waypoint Bank

vs

SERVICE # 1 OF 2

GREGORY A. LUZIER and DAVID LUZIER

WRIT OF POSSESSION

SERVE BY: 07/07/2009 ASAP HEARING: PAGE: 105841

DEFENDANT: GREGORY A. LUZIER
ADDRESS: 1452 GRAHAM RD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

INFORM DEFT. THAT ATTY.
WILL BE NOTIFIED OF DATE
OF SERVICE & WILL MAKE
ARRANGEMENTS TO TAKE
POSSESSION OF VEHICLE

SHERIFF'S RETURN

NOW, 7-1-09 AT 9:45 AM / PM SERVED THE WITHIN

WRIT OF POSSESSION ON GREGORY A. LUZIER, DEFENDANT

BY HANDING TO Cindy Luzier, Wife

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 1452 GRAHAM Rd.
Woodland, Pa. 16881

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF POSSESSION FOR GREGORY A. LUZIER

AT (ADDRESS) _____

FILED
08:31 am
JUL 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO GREGORY A. LUZIER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy Signature

Print Deputy Name

James E. Davis
James E. Davis

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-678-CD

TRIAD FINANCIAL SERVICES as Agent for Sovereign Bank f/k/a Waypoint Bank

vs

SERVICE # 2 OF 2

GREGORY A. LUZIER and DAVID LUZIER

WRIT OF POSSESSION

SERVE BY: 07/07/2009 ASAP HEARING: PAGE: 105841

DEFENDANT: DAVID LUZIER
ADDRESS: 2332 ELWOOD DRIVE
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 7-2-09-11:18^{AM} - N/H

FILED
07/06/2009
JUL-06 2009
William A. Shaw
Notary/Clerk of Courts

INFORM DEFT. THAT ATTORNEY
WILL BE NOTIFIED OF DATE
OF SERVICE & WILL MAKE
ARRANGEMENTS TO TAKE
POSSESSION OF VEHICLE

SHERIFF'S RETURN

NOW, 7-6-09 AT 11:11 AM/PM SERVED THE WITHIN

WRIT OF POSSESSION ON DAVID LUZIER, DEFENDANT

BY HANDING TO David Luzier, Def

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM/HER THE CONTENTS THEREOF.

ADDRESS SERVED 2332 Elwood Drive
Clearfield, Pa. 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF POSSESSION FOR DAVID LUZIER

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO DAVID LUZIER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

JAMES E. DAVIS

Print Deputy Name

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

GREGORY A LUZIER and
DAVID LUZIER

Defendants

No. 2008-678-CD William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR SATISFACTION OF
JUDGMENT ON AMENDED COMPLAINT IN
REPLEVIN
(As to Gregory A. Luzier and David Luzier, As
To Count I, Possession Only)

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWWR#06650157

FILED 1cc to Atty
m/19:52 am Warmbrodt
SEP 04 2009
Pd \$7.00
Atty.

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 2008-678-CD

GREGORY A LUZIER and
DAVID LUZIER

Defendants

PRAECIPE FOR SATISFACTION OF JUDGMENT ON AMENDED COMPLAINT IN REPLEVIN
(As to Gregory A. Luzier and David Luzier, As To Count I, Possession Only)

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the above-captioned
Judgment.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

James C. Warmbrodt, Esquire

PA I.D. #42524

WELTMAN, WEINBERG & REIS CO., L.P.A.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #06650157

Sworn to and subscribed
before me this 31st
day of August, 09


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105841
NO: 08-678-CD
SERVICES 2

WRIT OF POSSESSION

PLAINTIFF: TRIAD FINANCIAL SERVICES as Agent for Sovereign Bank f/k/a Waypoint Bank
vs.
DEFENDANT: GREGORY A. LUZIER and DAVID LUZIER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8871469	20.00
SHERIFF HAWKINS	WELTMAN	8871469	33.00

FILED

01/11/35
OCT 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

WRIT OF POSSESSION

Triad Financial Services as Agent for
Sovereign Bank f/k/a Waypoint Bank
Plaintiff(s)

Vs.

NO.: 2008-00678-CD

Gregory A. Luzier
David Luzier
Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

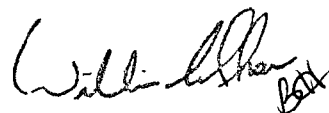
To the Sheriff of Clearfield County:

- (1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to: Plaintiff(s)

2001 Redman Empore Terrace, more particularly identified 122-37999AB

- (2) To satisfy the costs against Defendant(s) you are directed to levy upon the above listed property of Defendant(s) and sell his/their interests therein.

6/25/09
Date


William A. Shaw, Prothonotary

Received writ this 15 day of
June A.D. 2009
at 3:00 a.m./p.m.
Crista A. Hawkey
Sheriff by Mandy Hamr

REQUESTING PARTY: Triad Financial Services as agent for Sovereign Bank f/k/a Waypoint Bank
ATTORNEY FILING: James C. Warmbrodt, Esq. (412) 434-7955

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

No. 2008-678-CD

vs.

PRAECIPE FOR WRIT OF POSSESSION

GREGORY A LUZIER and
DAVID LUZIER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

JUN 25 2009

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

WWR No. 06650157

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

TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK

Plaintiff

vs.

Civil Action No. 2008-678-CD

GREGORY A LUZIER and
DAVID LUZIER

Defendants


PRAECIPE FOR WRIT OF POSSESSION

TO THE PROTHONOTARY:

Kindly issue a Writ of Possession in the above matter directed to the Sheriff of Clearfield County,
Pennsylvania

1. To deliver possession of the 2001 Redman Empore Terrace more particularly identified 122-37999AB.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
James C. Wymbrodt, Esquire
PA I.D. #47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06650157

DATED: _____

WWR No.

WELTMAN, WEINBERG & REIS CO., L.P.A.

ATTORNEYS AT LAW
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
412.434.7955
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BURLINGTON, NJ
609.914.0437
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CLEVELAND, OH
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COLUMBUS, OH
614.228.7272
DETROIT, MI
248.362.6100
PHILADELPHIA, PA
215.599.1500

May 26, 2009

**RE: TRIAD FINANCIAL SERVICES AS AGENT FOR
SOVEREIGN BANK F/K/A
WAYPOINT BANK**

**V. GREGORY A LUZIER AND
DAVID LUZIER**

COURT #: 2008-678-CD

TO THE SHERIFF OF CLEARFIELD COUNTY:

PLEASE SERVE THE WRIT OF POSSESSION ON THE DEFENDANTS AT THE FOLLOWING ADDRESS:

GREGORY A LUZIER
1452 GRAHAM RD
WOODLAND, PA 16881

AND

DAVID LUZIER
2332 ELWOOD DRIVE,
CLEARFIELD, PA. 16830

**AND DELIVER POSSESSION OF THE 2001 REDMAN EMPORE TERRACE MORE PARTICULARLY
IDENTIFIED 122-37999AB.**

BY: SERVING THE DEFENDANT(S) WITH THE WRIT OF POSSESSION AND SETTING A DATE AND TIME FOR POSSESSION OF THE 2001 REDMAN EMPORE TERRACE, AT WHICH TIME THE DEFENDANT(S) MUST HAVE THE 2001 REDMAN EMPORE TERRACE ON THE PREMISES. KINDLY ADVISE MY OFFICE IN ADVANCE OF THE POSSESSION DATE SO THAT I MAY ARRANGE TO HAVE AN AGENT PRESENT TO TAKE POSSESSION. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT WAYNE AT (412) 338-7111.

PLEASE CONFIRM SERVICE BY SENDING NOTICE TO:

WELTMAN, WEINBERG & REIS, CO., L.P.A.
1400 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955

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WAYPOINT BANK

Plaintiff

No. 2008-678-CD

vs.

PRAECIPE FOR WRIT OF POSSESSION

GREGORY A LUZIER and
DAVID LUZIER

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

JUN 25 2009

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

WWR No. 06650157

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