

08-834-CD
Green Tree al vs Corey Swatsworth

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,

No. 08-834-CD

v.

Complaint in Civil Action - Replevin

Corey Swatsworth,

Defendant.

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

Counsel of Record for this Party:

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

FILED Atty pd.
MAY 10 2008 \$95.00
MAY 05 2008 ICC Atty
William A. Shaw ICC Sheriff
Prothonotary/Clerk of Courts

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

NOTICE

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

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

COMPLAINT IN REPLEVIN

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

1. Plaintiff Green Tree Consumer Discount Company ("Green Tree") is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at 3 Executive Park Drive, Suite 14, Bedford, New Hampshire 03110.
2. Corey Swatsworth (the "Defendant") is an individual whose last known address is 1220 Tree Farm Road, Curwensville, Pennsylvania 16833.

3. On or about October 26, 2001, Defendant and Amanda J. Swatsworth, his wife, entered into a loan agreement with Conseco Finance Consumer Discount Company ("Conseco") for the purchase of a 2002 Fleetwood Manufactured Home, Serial Number PAFL122A8496740C13 (the "Mobile Home"). In furtherance thereof, the Swatsworths signed a Universal Note (the "Note") and provided Conseco with a security interest in the Mobile Home and certain real property. A true and correct copy of the Universal Note is attached hereto as Exhibit "A."

4. Conseco recorded a first lien on the Certificate of Title for the Mobile Home with the Bureau of Motor Vehicles for Pennsylvania's Department of Transportation. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

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

6. Plaintiff avers that the approximate retail value of the Mobile Home is \$48,000 and that the Mobile Home is in the Defendant's possession at his address as stated above.

7. Defendant defaulted under the terms of the Security Agreement by failing to make payments when due.

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

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

10. As of April 29, 2008, the Defendant's payments of principal and interest were in arrears in the amount of \$7,784.09, plus insurance premiums, late charges, and attorney's fees. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of April 29, 2008, is \$93,976.15.

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

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

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests Judgment against the Defendant to recover possession of the 2002 Fleetwood Manufactured Home, Serial Number PAFL122A8496740C13.



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

VERIFICATION

Erin P. Dyer, Esquire, on behalf of Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, as its attorney deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing are true and correct to the best of his information and belief. He signs the Affidavit on behalf of the Plaintiff because the Plaintiff is outside this jurisdiction and, therefore, the Plaintiff's Verification cannot be timely obtained. Upon request, the Plaintiff will provide its Verification.



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

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

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

N/A **Single Advance:** I will receive all of this principal sum on N/A
No additional advances are contemplated under this note.

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

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

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

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

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

until the principal balance is fully paid

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

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

N/A

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

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

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

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

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

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

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

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

XX on the same fixed or variable rate basis in effect before maturity (as indicated above).
N/A at a rate equal to N/A

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

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

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

PAYMENTS: I agree to pay this note as follows:

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

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

** The Maturity Date is 359 months aft
UNIVERSAL NOTE

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of principal and interest.

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

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

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

RR 1, CUMBERSVILLE, PA 16833

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

PURPOSE: The purpose of this loan is consumer

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

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

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

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

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If this is a multiple advance loan, interest will accrue: as indicated on Page 1 of this document

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Right to receive money from you" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS:

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

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

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

Signature _____ Date _____

Signature Corey Swatsworth Date 10/26/01

Signature _____ Date _____

Signature _____ Date _____

Signature for Lender

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

By: Chris Mackie Date 10/26/01

Its: LAND/HOME COORDINATOR Date 10/26/2001

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73 - 5713328
10/31/01

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

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

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

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	701.27	MONTHLY BEGINNING 2/20/02 (e) <i>CS</i> <i>X 1/2</i>

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

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

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

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

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

Any increase will take the form of N/A

If the rate increases by N/A % in N/A, the N/A will increase to N/A. The rate may not increase more often than once N/A, and may not increase more than N/A % each N/A. The rate will not go above N/A %.

XX Security: I am giving a security interest in:

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

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

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

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

other

Filing/Recording Fees: \$ 23.50

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

N/A Required Deposit: The annual percentage rate does not take into account my required deposit.
Prepayment: If I pay off this loan early, I may will not have to pay a penalty.

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

I can see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

"e" means an estimate.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

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

I do do not want credit life insurance.

X DOB

I do do not want credit disability insurance.

X DOB

I do do not want joint credit life insurance.

X DOB

X DOB

I do do not want insurance.

X

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay

\$ for of coverage.

FLOOD INSURANCE - Flood insurance is not required. I may obtain flood insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay

\$ for of coverage.

BY SIGNING BELOW - I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE ON THE DATE INDICATED ON PAGE 1.

Corey Swatsworth 10/26/01 X

COREY SWATSWORTH

DATE

DATE

X

X

179580006

13429056

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

4,125

020710054802470-001

PAFL12218316748C13

VEHICLE IDENTIFICATION NUMBER

2002

YEAR

FLEETWOOD

MAKE OF VEHICLE

57270647501-SH

TITLE NUMBER

NH

BODY TYPE

DUP

SEAT CAP

PROR TITLE STATE

COMM. PROD. DATE

3/27/02

EXEMPT

4

COMM. MILES

COMM. STATUS

3/27/02

DATE PA TITLED

DATE OF ISSUE

UNLADEN WEIGHT

GWR

GWR

TITLE BRANDS

ODOMETER STATUS

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

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW
 REGISTERED OWNER(S)COREY SWATSWORTH
 RO 1 BOX 65
 CURWENSVILLE PA 16833

APR - 2 2002

FIRST LIEN FAVOR OF:

CONSECO FINANCE CORP

SECOND LIEN FAVOR OF:

TITLE BRANDS
 A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = COLLECTIBLE VEHICLE
 F = OUT OF COUNTRY
 G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION
 H = AGRICULTURAL VEHICLE
 L = LOGGING VEHICLE
 P = ISWAS A POLICE VEHICLE
 R = RECONSTRUCTED
 S = STREET ROD
 T = PURCHASED AS THIEF VEHICLE
 V = VEHICLE CONTAINS REISSUED VIN
 W = FLOOD VEHICLE
 X = ISWAS A TAXI

FIRST LIEN RELEASED _____

DATE

BY _____

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

SECOND LIEN RELEASED _____

DATE

BY _____

AUTHORIZED REPRESENTATIVE

CONSECO FINANCE CORP
 4625 RIVERGREEN PKWY NW
 DULUTH GA 30096

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

BRADLEY L MALLORY

Secretary of Transportation

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

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
 TO BEFORE ME:

MO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

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

→ IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

→ IF NO LIEN, CHECK

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

SIGNATURE OF APPLICANT OR AU

SIGNATURE OF CO-APPLICANT/TITLE OF

STORE IN A SAFE PLACE - IF LOST

EXHIBIT "B"

E. VOIDS THIS TITLE

15432392

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

X

X

GREEN TREE

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 08/27/2007

Certified Mail Receipt No. 71067112169001683652

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

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

Account No: 734290562

Creditor: Green Tree Consumer Discount
Company

Brief identification of credit transaction: Manufactured Home Account

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

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

Your default consists of: 2 payments past due(plus \$70.12 in fees and charges) totaling \$1,472.66.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$1,472.66, which consists of \$1,402.54 for past due payments and \$70.12 for late charges, or by doing the following: NA.

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

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of \$89,463.19 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable. You have the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of your default or any other defense you may have to acceleration and foreclosure.

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

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

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

MULTI

7/07

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

COMPLETE THIS SECTION ON DELIVERY

Y N I O D Z E T T I S	A. Name of Recipient (Please Print Clearly)	B. Date of Delivery
C. Signature		
X		
D. Is delivery address different from item 1? If YES, enter delivery address below:		
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee		
<input type="checkbox"/> Yes <input type="checkbox"/> No		

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:

Green Tree Consumer Discount Company
Tempe III

EXHIBIT "C"

PS Form 3811, July 1

DETACH ALONG PERFORATION

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-834-CD

GREEN TREE CONSUMER DISCOUNT COMPANY f/k/a CONSECO

vs

COREY SWATSWORTH

SERVICE # 1 OF 1

COMPLAINT IN REPELVIN

SERVE BY: 06/04/2008

HEARING:

PAGE: 104133

FILED
08/33 a.m. 6K

JUN 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: COREY SWATSWORTH
ADDRESS: 1220 TREE FARM ROAD
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT or OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

5-13-08-11:33-AM-N/H-Lost 5-23-08-11:21-AM-N/H

5-14-08-7:32-PM-N/H

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN REPELVIN ON COREY SWATSWORTH, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN REPELVIN FOR COREY SWATSWORTH

AT (ADDRESS) _____

NOW 6-3-08 AT 11:45 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO COREY SWATSWORTH

REASON UNABLE TO LOCATE

House Empty

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature
James E. Davis
Print Deputy Name

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,

No. 08-834-CD

v.

Complaint in Civil Action - Replevin

Corey Swatsworth,

Defendant.

Filed on behalf of:

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

Counsel of Record for this Party:

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

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

MAY 05 2008

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

NOTICE

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

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

COMPLAINT IN REPLEVIN

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

1. Plaintiff Green Tree Consumer Discount Company ("Green Tree") is a corporation duly authorized to conduct business in the Commonwealth of Pennsylvania and has its principal place of business located at 3 Executive Park Drive, Suite 14, Bedford, New Hampshire 03110.
2. Corey Swatsworth (the "Defendant") is an individual whose last known address is 1220 Tree Farm Road, Curwensville, Pennsylvania 16833.

3. On or about October 26, 2001, Defendant and Amanda J. Swatsworth, his wife, entered into a loan agreement with Conseco Finance Consumer Discount Company ("Conseco") for the purchase of a 2002 Fleetwood Manufactured Home, Serial Number PAFL122A8496740C13 (the "Mobile Home"). In furtherance thereof, the Swatsworths signed a Universal Note (the "Note") and provided Conseco with a security interest in the Mobile Home and certain real property. A true and correct copy of the Universal Note is attached hereto as Exhibit "A."

4. Conseco recorded a first lien on the Certificate of Title for the Mobile Home with the Bureau of Motor Vehicles for Pennsylvania's Department of Transportation. A true and correct copy of the Certificate of Title is attached hereto as Exhibit "B."

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

6. Plaintiff avers that the approximate retail value of the Mobile Home is \$48,000 and that the Mobile Home is in the Defendant's possession at his address as stated above.

7. Defendant defaulted under the terms of the Security Agreement by failing to make payments when due.

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

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

10. As of April 29, 2008, the Defendant's payments of principal and interest were in arrears in the amount of \$7,784.09, plus insurance premiums, late charges, and attorney's fees. Pursuant to the Acceleration Clause in the Security Agreement the amount outstanding as of April 29, 2008, is \$93,976.15.

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

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

WHEREFORE, Plaintiff, Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, requests Judgment against the Defendant to recover possession of the 2002 Fleetwood Manufactured Home, Serial Number PAFL122A8496740C13.



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

VERIFICATION

Erin P. Dyer, Esquire, on behalf of Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company, as its attorney deposes and says subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing are true and correct to the best of his information and belief. He signs the Affidavit on behalf of the Plaintiff because the Plaintiff is outside this jurisdiction and, therefore, the Plaintiff's Verification cannot be timely obtained. Upon request, the Plaintiff will provide its Verification.



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

73429056

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

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

N/A Single Advance: I will receive all of this principal sum on N/A
No additional advances are contemplated under this note.

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

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

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

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

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

until the principal balance is fully paid

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

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

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

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

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

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

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

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

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

XX on the same fixed or variable rate basis in effect before maturity (as indicated above).
N/A at a rate equal to N/A

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

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

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

PAYMENTS: I agree to pay this note as follows:

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

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

** The Maturity Date is 359 months after
UNIVERSAL NOTE

© 1984, 1991 Bankers Systems, Inc., St. Cloud, I

of principal and interest.

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

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

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

XX **SECURITY:** This note is separately secured by (describe any separate document by type and date): A Mortgage/Deed of Trust dated today on the real property located at: RR 1, CONVERSEVILLE, PA 16833

This loan is also secured by a 1st lien on the following: 2002 ELLIETWOOD HOMES OAKCREST - SER # ORDERED UNIT
PURPOSE: The purpose of this loan is consumer.

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

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

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

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

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

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

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

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

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

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

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If this is a multiple advance loan, interest will accrue: as indicated on Page 1 of this document

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

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

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

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

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

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

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

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

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

"Right to receive money from you" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS:

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

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

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

Signature _____ Date _____

Signature COREY SWATSWORTH Date 10/26/01

Signature _____ Date _____

Signature _____ Date _____

Signature for Lender

CONSECO FINANCE CONSUMER DISCOUNT COMPANY

By: Chris Haefner Date 10/26/01 Its: LAND/HOME COORDINATOR Date 10/26/2001

73429056
73 - 5713328
10/31/01

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

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

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

My Payment Schedule will be:

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

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

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

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

N/A Variable Rate: (check one below)

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

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

N/A

Any increase will take the form of N/A

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

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

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

N/A %

XX Security: I am giving a security interest in:

Filing/Recording Fees: \$ 23.50

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

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

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

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

other

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

N/A Required Deposit: The annual percentage rate does not take into account my required deposit.
Prepayment: If I pay off this loan early, XX may will not have to pay a penalty.

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

I can see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

"e" means an estimate.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life	.00	0
Credit Disability	.00	0
Joint Credit Life	.00	0
<input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> N/A

I do N/A do not want credit life insurance.
 X N/A DOB

I do N/A do not want credit disability insurance.
 X N/A DOB

I do N/A do not want joint credit life insurance.
 X N/A DOB

X DOB

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

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay

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

FLOOD INSURANCE - Flood insurance is is not required. I may obtain flood insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay

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

ITEMIZATION OF AMOUNT FINANCED

Amount given to me directly \$ _____

Amount paid on my (loan) account \$ _____

\$ _____

*AMOUNTS PAID TO OTHERS ON MY BEHALF:

Insurance Companies \$ _____

Public Officials \$ _____

** See BID I-A for Itemization \$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

(less) PREPAID FINANCE CHARGE(S) \$ _____

Amount Financed \$ _____

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

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

BY SIGNING BELOW - I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE ON THE DATE INDICATED ON PAGE 1.

Corky Swatsworth 10/26/01
 CORKY SWATSWORTH DATE

DATE

_____ _____

_____ _____

179580006

73429056

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

1-125

D20710054802470-001

PAH 122184 NL 240113

2002

FLEETWOOD

57270677501

TITLE NUMBER

MH

BODY TYPE

DUE

SEAT CAP

PRIOR TITLE STATE

ODOM. PROD. DATE

EXEMPT

ODOM. MILES

ODOM. STATUS

3/27/02

DATE PA TITLED

3/27/02

DATE OF ISSUE

UNLADEN WEIGHT

GWVR

GWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

COREY SHATSWORTH
R.O. 1 BOX 65
CORNWELL'S PA 16833

APR - 2 2002

FIRST LIEN FAVOR OF:

CONSECO FINANCE CORP

SECOND LIEN FAVOR OF:

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

TITLE BRANDS
 A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = COLLECTIBLE VEHICLE
 F = COMMERCIAL VEHICLE
 G = ORIGINAL MFGD. FOR NON-U.S. DISTRIBUTION
 H = AGRICULTURAL VEHICLE
 L = LOGGING VEHICLE
 P = IS WAS A POLICE VEHICLE
 R = RECONSTRUCTED
 S = STREET ROD
 T = RECOVERED THEFT VEHICLE
 V = VEHICLE CONTAINS REISSUED VIN
 W = FLOOD VEHICLE
 X = IS WAS A TAXI

FIRST LIEN RELEASED, _____

DATE

BY _____

AUTHORIZED REPRESENTATIVE

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

SECOND LIEN RELEASED, _____

DATE

BY _____

AUTHORIZED REPRESENTATIVE

CONSECO FINANCE CORP
4625 RIVERGREEN PKWY NW
DULUTH GA 30096

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

BRADLEY L. MALLORY

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

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

SUBSCRIBED AND SWORN
TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

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

SIGNATURE OF APPLICANT OR AU

SIGNATURE OF CO-APPLICANT/TITLE OF

STORE IN A SAFE PLACE - IT IS

IF A CO-PURCHASER OTHER THAN YOUR SPOUSE IS LISTED AND YOU WANT THE TITLE TO BE LISTED AS "JOINT TENANTS WITH RIGHT OF SURVIVORSHIP" (ON DEATH OF ONE OWNER, TITLE GOES TO SURVIVING OWNER) CHECK HERE OTHERWISE, THE TITLE WILL BE ISSUED AS "TENANTS IN COMMON" (ON DEATH OF ONE OWNER, INTEREST OF DECEASED OWNER GOES TO HIS/HER HEIRS OR ESTATE).

1ST LIEN DATE: IF NO LIEN, CHECK

1ST LIENHOLDER: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

FINANCIAL INSTITUTION NUMBER: _____

2ND LIEN DATE: IF NO LIEN, CHECK

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

EXHIBIT "B"

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

X

Y

NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

GREEN TREE

Date of Notice: 08/27/2007

Certified Mail Receipt No. 71067112169001683652

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

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

Account No: 734290562

Creditor: Green Tree Consumer Discount
Company

Brief identification of credit transaction: Manufactured Home Account

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

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

Your default consists of: 2 payments past due(plus \$70.12 in fees and charges) totaling \$1,472.66

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$1,472.66, which consists of \$1,402.54 for past due payments and \$70.12 for late charges, or by doing the following: NA

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

If you fail to cure the total amount of your default within the cure period described above, then as of 30 days from the postmark of this Notice, the maturity of this contract is automatically accelerated and full payment of the contract in the amount of \$89,463.19 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable. You have the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of your default or any other defense you may have to acceleration and foreclosure.

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

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

This is an attempt to collect a debt and any information contained

MULTI

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PEREOBATION

Green Tree Consumer Discount Company
Tempe, III

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION.

7/07

EXHIBIT "C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, f/k/a Conseco Finance Consumer Discount Company,) CIVIL DIVISION
) No. 08-834-CD
Plaintiff,)
)
V.)
)
Corey Swatsworth,)
Defendant.

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

To the Prothonotary:

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

Respectfully submitted,



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

1cc & 1Cent of
disc issued to
m 11.20cm Atty Dyer
JUN 23 2008


William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**Green Tree Consumer Discount Company
Conseco Finance Consumer Discount Company**

**Vs.
Corey Swatsworth**

No. 2008-00834-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 23, 2008, marked:

Discontinued Pursuant to PA.R.C.P. Rule 229, without prejudice

Record costs in the sum of \$95.00 have been paid in full by Erin P. Dyer Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 23rd day of June A.D. 2008.



um

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104133
NO. 08-834-CD
SERVICES 1
COMPLAINT IN REPELVIN

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

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	DYER	7163	10.00
SHERIFF HAWKINS	DYER	7163	36.18

FILED
0/10/30cm
SEP 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff