

08-2052-CD  
Green Tree Con. Vs Michael Powell al

FILED *fm*

OCT 24 2008

11:50 AM

William A. Shaw

Prothonotary/Clerk of Courts

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1 CENT TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

Plaintiff,

v.

Michael A. Powell and Angela D. Powell,

Defendants.

CIVIL DIVISION

No. 2008-2052-CO

TYPE OF PLEADING:

Complaint in Replevin

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

COUNSEL OF RECORD:

Edward F. Voelker, Jr.  
PA I.D. #55414

Cynthia M. Dornish  
PA I.D. #59890

Voelker & Associates, P.C.  
Firm #332

Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

Michael A. Powell and Angela D. Powell,

Defendants.

**NOTICE**

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

Michael A. Powell and Angela D. Powell,

Defendants.

**COMPLAINT IN REPLEVIN**

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

1. Michael A. Powell and Angela D. Powell, hereinafter referred to as "Borrowers," are individuals whose last known address is 236 Washington Avenue, Hoovers Mobile Home Park, Hyde, PA, 16843.
2. Green Tree Consumer Discount Company, hereinafter referred to as "Plaintiff," is a Pennsylvania corporation and is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about November 15, 1999, Borrowers entered into a "Manufactured Home Retail Installment Contract and Security Agreement," hereinafter referred to as the "Financing Contract," a true and correct copy of which is marked as Exhibit "A" and is attached hereto and made a part hereof.

4. Plaintiff is the present holder of the Financing Contract.
5. Pursuant to the Financing Contract, Borrowers promised to repay the borrowed amount of \$27,148.00 plus interest.
6. Borrowers have defaulted by failing to make payments when due.
7. As of October 9, 2008, the delinquent payment amount due and owing from Borrowers to Plaintiff is \$1,087.33.
8. As of October 9, 2008, the amount owed by Borrowers to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the collateral hereinafter described, is \$28,817.43. The interest on said amount is accruing at the daily rate of \$9.41.
9. Plaintiff is entitled to costs, expenses, and attorneys fees under the terms of the Financing Contract.
10. On August 1, 2008, Plaintiff provided each Borrower with a Notice of Default, true and correct copies of which are marked as Exhibits "B" and "C" and are attached hereto and made a part hereof.
11. Pursuant to the Financing Contract, Borrowers financed a 2000 Skyline Birchfield manufactured home (serial no. 49110716M) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home."
12. It is believed and therefore averred that the Manufactured Home is located at 236 Washington Avenue, Hoovers Mobile Home Park, Hyde, PA, 16843.

13. Pursuant to the terms of the Financing Contract, a security interest in the Manufactured Home was granted or assigned to Plaintiff's predecessor-in-interest

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

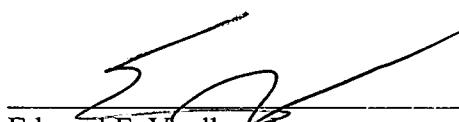
15. Borrowers have failed to surrender the Manufactured Home upon Plaintiff's demand.

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the sum of \$28,817.43, plus attorneys fees, costs, expenses, interest from October 9, 2008, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

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GT-10-38-101 (6/93) MH-RIC

## PENNSYLVANIA

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT  
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)

Date November 15, 1999

POWELL, ANGELA D.

BUYER: POWELL, MICHAEL A., CORNER OF HOOVER &amp; WASHINGTON ST, HYDE, PA 16843

SELLER: FAMILY MOBILE HOMES, INC, 1683 E PLEASANT VALLEY BLVD, ALTOONA, PA 16602

ASSIGNEE: CONSECO FINANCE CONSUMER DISCOUNT COMPANY, 105 BRADFORD RD SUITE 200, WEXFORD, PA 15090

## FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of \$ 6850.00.)
13.50 %	\$ 67787.00	\$ 27148.00	\$ 94935.00	\$ 101785.00

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
300	\$ 316.45	Monthly beginning December 15, 1999

SECURITY: I am giving a security interest in:

 The goods or property being purchased.  Other (Describe): 

FILING FEES: \$ 27.50 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$5.00 or 5.0% of the unpaid amount of the installment, whichever is less.

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

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

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

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

## ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including Taxes of)	\$ .00	\$ 32535.50
2. Gross Trade-in .....	\$ 6800.00	
Less Amount Owed on Trade-in	\$ .00	
Net Trade-in .....	\$ 6800.00	
Description: Make SCHULT		
Year 1974	Size 70 X 12	
3. Cash Down Payment ....	\$ 50.00	
4. Total Down Payment.....		\$ 6850.00
5. Unpaid Balance of Cash Sale Price (1 - 4)...	+ \$	25685.50
6. Paid to Public Officials .....	+ \$	27.30
7. Paid to Insurance Companies .....	+ \$	1435.00
8. Paid to Appraiser .....	+ \$	.00
9. a. Paid to .....	+ \$	.00
b. Paid to .....	+ \$	.00
c. Paid to .....	+ \$	.00
d. Paid to .....	+ \$	.00
e. Paid to .....	+ \$	.00
f. Paid to .....	+ \$	.00
g. Paid to .....	+ \$	.00
10. Principal Balance (5 + 6 + 7 + 8 + 9 a-g.) ....	+ \$	27148.00
11. Prepaid Finance Charges .....	- \$	.00
12. Amount Financed (10 - 11) .....	- \$	\$ 27148.00

## PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

 1435.00 for insurance protection for a term of 05 years. Comprehensive (\$ 250.00 deductible) Flood Liability Other Vendor's Single InterestOPTIONAL CREDIT LIFE  
AND DISABILITY INSURANCE

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

The term of this insurance is 00 years.

 Single Credit Life Insurance \$ .00 Joint Credit Life Insurance \$ .00 Single Credit Disability Insurance \$ .00

Total \$ .00

X

Signature of Buyer(s) Insured

Date

## CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

Pagan-Tex Financial Corporation, 1987, 1988.

POWELL - 4555356

NEW OR USED	YEAR AND MAKE	MANUFACTURED HOME MODEL	SERIAL NUMBER	SIZE
<input checked="" type="checkbox"/>	2000 SKYLINE	BIRCHFIELD	4911-0716M	14 X 66
<input type="checkbox"/>	Stove	<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Washer	<input type="checkbox"/> Dryer
<input type="checkbox"/>	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Wheels/Axles		
Other (Describe)	SKIRTING, DECKS			

2. PURCHASE: I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.

3. SECURITY INTEREST: I give you a security interest in the Manufactured Home and any property added to it or attached. The purpose for giving this security interest is to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in proceeds and premium refunds of any insurance and service contracts purchased with this Contract. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. Only the counterpart labeled "original" may create a security interest in chattel paper according to the Uniform Commercial Code definition in effect in Pennsylvania.

4. PAYMENTS AND LATE CHARGE: I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.

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

6. 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 X/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF X/A

**PARTIAL PREPAYMENTS  
WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.**

7. SIMPLE INTEREST CONTRACT: This is a simple interest contract. The interest rate is 13.50% per annum

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

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

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

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

11. NOTICE OF PROPOSED INSURANCE: If so indicated on the front of this Contract, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this Contract. The insurance company named on the front of this Contract will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this Contract. The term of insurance will begin as of the date of this Contract and will end on the original due date of this Contract.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this Contract is prepaid before it is due, a refund of insurance charges will be made when due.

12. DEFAULT: I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) Acceleration: You can require me to immediately pay you the entire

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remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

12. CURE OF DEFAULT: I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the notice of default. To cure the default, I must pay:

- (a) all amounts which would have been due in the absence of default and acceleration,
- (b) reasonable attorney's fees plus court costs and actual out-of-pocket expenses as further defined in paragraph 12,
- (c) any late charges that are due, and
- (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale, and
- (e) perform any other obligations under default.

I must also perform any other obligation I would have had to perform in the absence of default. I have the right to cure a default up to three (3) times in any calendar year.

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

15. ATTORNEY'S FEES: If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

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

17. ARBITRATION: All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving 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 Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything herein 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 in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

18. ADDITIONAL TERMS:

V/A

C "Open Two Knobbed Corporation, 1987, 1988.

POWELL - 4553356

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: 1. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE BOX ON PAGE 1.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

*Michael A. Powell*  
Signature of Buyer MICHAEL A. POWELL

11/15/99  
Date

*Angela D. Powell*  
Signature of Buyer ANGELA D. POWELL

11/15/99  
Date

**ASSIGNMENT BY SELLER**

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

IN ADDITION TO THE ABOVE, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee repurchases the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repurchases the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

FAMILY MOBILE HOMES, INC.

Date: 11-15-99

By: *David D. Phillips*

(Seller) Title:

A. Without Recourse (  B. Limited Recourse (  C. Repurchase (  D. With Recourse (  E. Limited Repurchase  
\_\_\_\_ Payments \_\_\_\_\_ Payments

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

x

x

**NOTICE OF DEFAULT  
AND  
RIGHT TO CURE DEFAULT**

Date of Notice: 08/01/2008

Certified Mail Receipt No. 71067112169006574160

Michael A. Powell  
PO Box 236  
Hyde, PA 16843-0236

Green Tree Consumer Discount Company  
Three Executive Park Drive Suite 14  
Bedford, NH 03110  
800-643-0202

Account No: 733268775

**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: 3 payments past due(plus \$20.99 in fees and charges) totaling \$767.63.

**Cure of default:** Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$767.63, which consists of \$746.64 for past due payments and \$20.99 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 \$28,325.72 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*

MULTI

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

7/07

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

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

EXHIBIT "B"

733268775 005  
Green Tree Consumer Discount Company  
Tempe III  
7360 South Kyrene Rd  
Tempe, AZ 85283-4583



7106 7112 1690 0657 4160

FIRST-CLASS MAIL  
U.S. POSTAGE AND  
FEES PAID  
NCP

Michael A. Powell  
PO Box 236  
Hyde, PA 16843-0236



9GN01 198341-004148 0069609



7106 7112 1690 0657 4160

Michael A. Powell  
PO Box 236  
Hyde, PA 16843-0236

733268775 005

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

X

X

GREEN TREE

NOTICE OF DEFAULT  
AND  
RIGHT TO CURE DEFAULT

Date of Notice: 08/01/2008

Certified Mail Receipt No. 71067112169006574177

Angela D. Powell  
PO Box 236  
Hyde, PA 16843-0236

Green Tree Consumer Discount Company  
Three Executive Park Drive Suite 14  
Bedford, NH 03110  
800-643-0202

Account No: 733268775

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:** 3 payments past due(plus \$20.99 in fees and charges) totaling \$767.63.

**Cure of default:** Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$767.63, which consists of \$746.64 for past due payments and \$20.99 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 \$28,325.72 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.

1. Article Addressed to: **Angela D. Powell**

2. Article Number: **733268775**

3. Service Type: **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee)  Yes

5. Article Addressed to: **Green Tree Consumer Discount Company  
Tempe III  
7360 South Kyrene Rd  
Tempe, AZ 85283-4583**

6. Date of Delivery: **8/1/08**

7. Signature: **X**

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

9. Address: **7360 South Kyrene Rd  
Tempe, AZ 85283-4583**

10. Agent Addressed:  Agent  Addressee

11. Date of Delivery: **8/1/08**

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



7106 7112 1690 0657 4177

FIRST-CLASS MAIL  
U.S. POSTAGE AND  
FEES PAID  
NCP

Angela D. Powell  
PO Box 236  
Hyde, PA 16843-0236  
[Barcode]

9GN01 198341-004149 0069609



7106 7112 1690 0657 4177

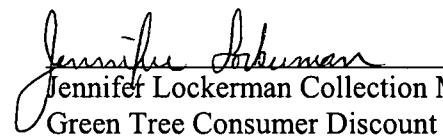
Angela D. Powell  
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Hyde, PA 16843-0236

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VERIFICATION

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

  
\_\_\_\_\_  
Jennifer Lockerman Collection Manager  
Green Tree Consumer Discount Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2052-CD

GREEN TREE CONSUMER DISCOUNT COMPANY

vs

MICHAEL A. POWELL and ANGELA D. POWELL

COMPLAINT IN REPLEVIN

SERVICE # 2 OF 2

SERVE BY: 11/23/2008

HEARING:

PAGE: 104845

DEFENDANT: ANGELA D. POWELL

ADDRESS: 236 WASHINGTON AVE., HOOVERS MOBILE HOME PARK  
HYDE., PA 16843

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

PER NEIGHBOR

Doesn't live there

5  
FILED

03:30pm

DEC 12 2008

LM

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **SERVED** THE WITHIN

COMPLAINT IN REPLEVIN ON ANGELA D. POWELL, 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 REPLEVIN FOR ANGELA D. POWELL

AT (ADDRESS) \_\_\_\_\_

NOW 12-12-08 AT 3:30 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ANGELA D. POWELL

REASON UNABLE TO LOCATE NOT FOUND (EXPIRED)

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter  
Deputy Signature

Print Deputy Name

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

OCT 24 2008

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 2008-2052-CO

v.

Michael A. Powell and Angela D. Powell,

Defendants.

FILED ON BEHALF OF PLAINTIFF:  
Green Tree Consumer Discount Company

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

Cynthia M. Dornish  
PA I.D. #59890

Voelker & Associates, P.C.  
Firm #332

Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

Michael A. Powell and Angela D. Powell,

Defendants.

**NOTICE**

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

Michael A. Powell and Angela D. Powell,

Defendants.

**COMPLAINT IN REPLEVIN**

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

1. Michael A. Powell and Angela D. Powell, hereinafter referred to as "Borrowers," are individuals whose last known address is 236 Washington Avenue, Hoovers Mobile Home Park, Hyde, PA, 16843.
2. Green Tree Consumer Discount Company, hereinafter referred to as "Plaintiff," is a Pennsylvania corporation and is duly authorized to conduct business in the Commonwealth of Pennsylvania.
3. On or about November 15, 1999, Borrowers entered into a "Manufactured Home Retail Installment Contract and Security Agreement," hereinafter referred to as the "Financing Contract," a true and correct copy of which is marked as Exhibit "A" and is attached hereto and made a part hereof.

4. Plaintiff is the present holder of the Financing Contract.
5. Pursuant to the Financing Contract, Borrowers promised to repay the borrowed amount of \$27,148.00 plus interest.
6. Borrowers have defaulted by failing to make payments when due.
7. As of October 9, 2008, the delinquent payment amount due and owing from Borrowers to Plaintiff is \$1,087.33.
8. As of October 9, 2008, the amount owed by Borrowers to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the collateral hereinafter described, is \$28,817.43. The interest on said amount is accruing at the daily rate of \$9.41.
9. Plaintiff is entitled to costs, expenses, and attorneys fees under the terms of the Financing Contract.
10. On August 1, 2008, Plaintiff provided each Borrower with a Notice of Default, true and correct copies of which are marked as Exhibits "B" and "C" and are attached hereto and made a part hereof.
11. Pursuant to the Financing Contract, Borrowers financed a 2000 Skyline Birchfield manufactured home (serial no. 49110716M) with certain furnishings, equipment, appliances, and accessories included at the time of purchase, hereinafter collectively referred to as the "Manufactured Home."
12. It is believed and therefore averred that the Manufactured Home is located at 236 Washington Avenue, Hoovers Mobile Home Park, Hyde, PA, 16843.

13. Pursuant to the terms of the Financing Contract, a security interest in the Manufactured Home was granted or assigned to Plaintiff's predecessor-in-interest

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

15. Borrowers have failed to surrender the Manufactured Home upon Plaintiff's demand.

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

WHEREFORE, Plaintiff claims judgment for possession of the Manufactured Home or the sum of \$28,817.43, plus attorneys fees, costs, expenses, interest from October 9, 2008, and damages for the unjust retention of the Manufactured Home.

Respectfully submitted,

VOELKER & ASSOCIATES, P.C.



Edward F. Voelker, Jr.  
Attorneys for Plaintiff

Voelker & Associates, P.C.  
Hampton Stoneworks Professional Building  
3960 Route 8, Suite 200  
Allison Park, PA 15101-3603  
(412) 486-8800

Crown Title Financial Corporation, 1987, 1992.

GT-10-38-101 (6/92) MH-RIC

## PENNSYLVANIA

MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT  
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)

Date November 15, 1999

POWELL, ANGELA D.

BUYER: POWELL, MICHAEL A., CORNER OF HOOVER &amp; WASHINGTON ST, HYDE, PA 16843

SELLER: FAMILY MOBILE HOMES, INC, 1683 E PLEASANT VALLEY BLVD, ALTOONA, PA 16602

ASSIGNEE: CONSECO FINANCE CONSUMER DISCOUNT COMPANY, 105 BRADFORD RD SUITE 200, NEWFORD, PA 15090

## FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of \$ 6850.00.)
13.50 %	\$ 67787.00	\$ 27148.00	\$ 94935.00	\$ 101785.00

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
300	\$ 316.45	Monthly beginning December 15, 1999

SECURITY: I am giving a security interest in:

 The goods or property being purchased.  Other (Describe): 

FILING FEES: \$ 27.50 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$5.00 or 5.0% of the unpaid amount of the installment, whichever is less.

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

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

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

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

## ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including Taxes of)	\$ .00	\$ 32535.50
2. Gross Trade-in	\$ 6800.00	
Less Amount Owed on Trade-in	\$ .00	
Net Trade-in	\$ 6800.00	
Description: Make SCHULT		
Year 1976	Size 70 X 12	
3. Cash Down Payment	\$ 50.00	
4. Total Down Payment		\$ 6850.00
5. Unpaid Balance of Cash Sale Price (1 - 4) ... + \$		\$ 25685.50
6. Paid to Public Officials	+ \$	\$ 27.50
7. Paid to Insurance Companies	+ \$	\$ 1435.00
8. Paid to Appraiser	+ \$	\$ .00
9. a. Paid to	+ \$	\$ .00
b. Paid to	+ \$	\$ .00
c. Paid to	+ \$	\$ .00
d. Paid to	+ \$	\$ .00
e. Paid to	+ \$	\$ .00
f. Paid to	+ \$	\$ .00
g. Paid to	+ \$	\$ .00
10. Principal Balance (5 + 6 + 7 + 8 + 9 a - g) ... + \$		\$ 27148.00
11. Prepaid Finance Charges	- \$	\$ .00
12. Amount Financed (10 - 11)	- \$	\$ 27148.00

## PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

<input checked="" type="checkbox"/> \$ 1435.00	for insurance protection for a term of 05 years.
<input checked="" type="checkbox"/> X Comprehensive	( <input type="checkbox"/> \$ 230.00 deductible)
<input type="checkbox"/> X Flood	
<input type="checkbox"/> X Liability	
<input type="checkbox"/> X Other	
<input type="checkbox"/> X Vendor's Single Interest	

OPTIONAL CREDIT LIFE  
AND DISABILITY INSURANCE

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

The term of this insurance is 00 years.

<input type="checkbox"/> X Single Credit Life Insurance	\$ .00
<input type="checkbox"/> X Joint Credit Life Insurance	\$ .00
<input type="checkbox"/> X Single Credit Disability Insurance	\$ .00
Total	\$ .00

X

Signature of Buyer(s) Insured

Date

## CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

Software Systems, Inc., St. Cloud, MN Form ST-ANNECLAZPA 6/20/92

ORIGINAL

GT-10-38-101 (6/92) *MAP**ADP* (page 1 of 1)

© Green Tree Residential Corporation, 1987, 1988.

POWELL - 4555356

NEW OR USED	YEAR AND MAKE	MODEL	Manufactured Home SERIAL NUMBER	SIZE		
<input checked="" type="checkbox"/>	2000 SKYLINER	BIRCHFIELD	4911-0716M	24 X 66		
<input type="checkbox"/>	Stove	<input checked="" type="checkbox"/>	Refrigerator	<input type="checkbox"/>		
<input type="checkbox"/>	Washer	<input type="checkbox"/>	Dryer	<input type="checkbox"/>		
<input type="checkbox"/>	Other (Describe)	SKIRTING, DECKS	<input type="checkbox"/>	Air Conditioner	<input checked="" type="checkbox"/>	Wheels/Axles

2. PURCHASE: I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.

3. SECURITY INTEREST: I give you a security interest in the Manufactured Home and any property added to it or attached. The purpose for giving this security interest is to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in proceeds and premium refunds of any insurance and service contracts purchased with this Contract. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. Only the counterpart labeled "original" may create a security interest in chattel paper according to the Uniform Commercial Code definition in effect in Pennsylvania.

4. PAYMENTS AND LATE CHARGE: I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.

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

6. 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 X/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF X/A  
X/A

**PARTIAL PREPAYMENTS  
WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.**

7. SIMPLE INTEREST CONTRACT: This is a simple interest contract. The interest rate is 13.50% per annum

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

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

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

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

11. NOTICE OF PROPOSED INSURANCE: If so indicated on the front of this Contract, credit life insurance coverage and/or credit accident and health insurance coverage will apply to this Contract. The insurance company named on the front of this Contract will write the insurance.

The insurance covers only the person(s) signing the request for insurance. The charge for each type of credit insurance to be purchased is as indicated on the front of this Contract. The term of insurance will begin as of the date of this Contract and will end on the original due date of this Contract.

Subject to acceptance by the insurance company and within 30 days, a certificate of insurance will be given to the insured. If this Contract is prepaid before it is due, a refund of insurance charges will be made when due.

12. DEFAULT: I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) Acceleration: You can require me to immediately pay you the entire

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remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

**13. CURE OF DEFAULT:** I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the notice of default. To cure the default, I must pay:

- (a) all amounts which would have been due in the absence of default and acceleration,
- (b) reasonable attorney's fees plus court costs and actual out-of-pocket expenses as further defined in paragraph 12,
- (c) any late charges that are due, and
- (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale, and
- (e) perform any other obligations under default.

I must also perform any other obligation I would have had to perform in the absence of default. I have the right to cure a default up to three (3) times in any calendar year.

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

**15. ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

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

**17. ARBITRATION:** All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving 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 Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, 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 in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

**18. ADDITIONAL TERMS:**

V/8

"Green Tree Financial Corporation, 1987, 1988.

POWELL - 4555336

**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: 1. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE BOX ON PAGE 1.**

**BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.**

X Michael A. Powell  
Signature of Buyer MICHAEL A. POWELL

11/15/99  
Date

X Angela D. Powell  
Signature of Buyer ANGELA D. POWELL

11/15/99  
Date

**ASSIGNMENT BY SELLER**

For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers its entire right, title, and interest in the Contract and the property described therein (the "Property") to Assignee. Such assignment is made pursuant to the terms contained herein and in a separate Dealer Agreement, which is incorporated herein by reference; and pursuant to such policies, procedures, and requirements as issued by the Assignee from time to time.

**IN ADDITION TO THE ABOVE**, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

FAMILY MOBILE HOMES, INC

Date: 11-15-99

By: X

David A. Powell

(Seller) Title:

A. Without Recourse (  B. Limited Recourse (  C. Repurchase (  D. With Recourse (  E. Limited Repurchase  
Payments

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

X

X

NOTICE OF DEFAULT  
AND  
RIGHT TO CURE DEFAULT

GREEN TREE

Date of Notice: 08/01/2008

Certified Mail Receipt No. 71067112169006574160

Michael A. Powell  
PO Box 236  
Hyde, PA 16843-0236

Green Tree Consumer Discount Company  
Three Executive Park Drive Suite 14  
Bedford, NH 03110  
800-643-0202

Account No: 733268775

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:** 3 payments past due(plus \$20.99 in fees and charges) totaling \$767.63.

**Cure of default:** Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$767.63, which consists of \$746.64 for past due payments and \$20.99 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 \$28,325.72 shall be due and payable without any further notice from the creditor. Additional expenses, interest and charges accrued after the date of this notice shall also be due and payable. You have the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of your default or any other defense you may have to acceleration and foreclosure.

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

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

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

MULTI  
RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

COMPLETE THIS SECTION ON DELIVERY

Y NO DUE 08/01/08 (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	

7/07

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

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

DF701

PS Form 3811, July 2001

Domestic Return Receipt

EXHIBIT "B"

733268775 005  
Green Tree Consumer Discount Company  
Tempe III  
7360 South Kyrene Rd  
Tempe, AZ 85283-4583



7106 7112 1690 0657 4160

FIRST-CLASS MAIL  
U.S. POSTAGE AND  
FEES PAID  
NCP

Michael A. Powell  
PO Box 236  
Hyde, PA 16843-0236



9GN01 198341-004148 0069609



7106 7112 1690 0657 4160

Michael A. Powell  
PO Box 236  
Hyde, PA 16843-0236

733268775 005

X

X

NOTICE OF DEFAULT  
AND  
RIGHT TO CURE DEFAULT



Date of Notice: 08/01/2008

Certified Mail Receipt No. 71067112169006574177

Angela D. Powell  
PO Box 236  
Hyde, PA 16843-0236

Green Tree Consumer Discount Company  
Three Executive Park Drive Suite 14  
Bedford, NH 03110  
800-643-0202

Account No: 733268775

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.

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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 attempted to collect a debt and any information obtained

MULTI

COMPLETE THIS SECTION ON DELIVERY

Y NO X	Address (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 <b>CERTIFIED MAIL</b>		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
1. Article Addressed to:		

7/07

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

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

RETURN RECEIPT REQUESTED  
USPS MAIL CARRIER  
DETACH ALONG PERFORATION

DF701

PS Form 3811, July 2001

Domestic Return Receipt

EXHIBIT "C"

733268775 005  
Green Tree Consumer Discount Company  
Tempe III  
7360 South Kyrene Rd  
Tempe, AZ 85283-4583



7106 7112 1690 0657 4177

FIRST-CLASS MAIL  
U.S. POSTAGE AND  
FEES PAID  
NCP

Angela D. Powell  
PO Box 236  
Hyde, PA 16843-0236



9GN01 198341-004149 0069609



7106 7112 1690 0657 4177

Angela D. Powell  
PO Box 236  
Hyde, PA 16843-0236

733268775 005

## COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

13326871

993490065003936-001

49330716M  
VEHICLE IDENTIFICATION NUMBER2000  
YEARSKYLINE  
MAKE OF VEHICLE54235945001-PO  
TITLE NUMBER

MH

0

BODY TYPE

DUP

SEAT CAP.

PRIOR TITLE STATE

DOCUM. PROCD. DATE

1/20/00  
EXEMPT

ODOOM. MILES

4

ODOOM. STATUS

1/20/00  
DATE PA-TITLED1/20/00  
DATE OF ISSUE

UNLADEN WEIGHT

GWR

GWR

TITLE BRANDS

## ODOOMETER STATUS

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

## TITLE BRANDS

- A = ANTIQUE VEHICLE
- C = CLASSIC VEHICLE
- D = COLLECTIBLE VEHICLE
- F = OUT OF COUNTRY
- G = ORIGINALLY IMPORTED FOR NON-U.S. DISTRIBUTION
- H = AGRICULTURAL VEHICLE
- L = LOGGING VEHICLE
- P = IS/WAS A POLICE VEHICLE
- R = RECONSTRUCTED
- S = STREET ROD
- T = RECOVERED THIEF VEHICLE
- V = VEHICLE CONTAINS REISSUED VIN
- W = FOOD VEHICLE
- X = IS/WAS A TAXI

## ODOOMETER DISCLOSURE EXEMPT FROM FEDERAL LAW

REGISTERED OWNER(S)

MICHAEL A & ANGELA D  
POWELL  
WASHINGTON STREET  
P O BOX 236  
HYDE PA 16843

FIRST LIEN FAVOR OF

CONSECO FINANCE CONS  
DISC CO

FIRST LIEN RELEASED

DATE

SECOND LIEN FAVOR OF

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

BY

AUTHORIZED REPRESENTATIVE

700003  
CONSECO FINANCE CONS  
DISC CO  
P O BOX 3158  
WEXFORD PA 15090

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

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

BRADLEY L. RAILLORY  
Secretary of Transportation

## D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN  
TO BEFORE ME:MAY 2000  
YEAR

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

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

STATE ZIP

CITY FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE

→ IF NO LIEN, CHECK 

2ND LIENHOLDER

STREET

STATE ZIP

CITY FINANCIAL INSTITUTION NUMBER

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 AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

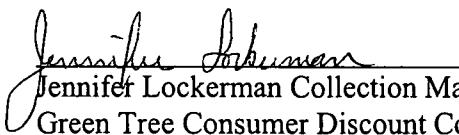
STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

05002727

EXHIBIT 104

VERIFICATION

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

  
\_\_\_\_\_  
Jennifer Lockerman Collection Manager  
Green Tree Consumer Discount Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2052-CD

GREEN TREE CONSUMER DISCOUNT COMPANY

vs

MICHAEL A. POWELL and ANGELA D. POWELL

COMPLAINT IN REPLEVIN

SERVE BY: 11/23/2008

HEARING:

PAGE: 104845

SERVICE # 1 OF 2

DEFENDANT: MICHAEL A. POWELL

ADDRESS: 236 WASHINGTON AVE., HOOVERS MOBILE HOME PARK

HYDE, PA 16843

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT

5  
FILED

0/8:30AM  
DEC 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

ATTEMPTS

11/17/08 LPH

**SHERIFF'S RETURN**

NOW, November 20, 2008 AT 12:35 AM / PM SERVED THE WITHIN

COMPLAINT IN REPLEVIN ON MICHAEL A. POWELL, DEFENDANT

BY HANDING TO Michael A. Powell, Defendant

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

ADDRESS SERVED Clearfield County Courthouse, Sheriff's Office  
Clearfield, PA 16830

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN REPLEVIN FOR MICHAEL A. POWELL

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO MICHAEL A. POWELL

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
\_\_\_\_\_  
DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Dominic L. Morgillo  
Deputy Signature

Dominic L. Morgillo  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104845  
NO: 08-2052-CD  
SERVICES 2  
COMPLAINT IN REPLEVIN

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: MICHAEL A. POWELL and ANGELA D. POWELL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VOELKER	013609	20.00
SHERIFF HAWKINS	VOELKER	013609	29.68

FILED  
6/3/45 cm  
FEB 11 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2009  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

CA

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

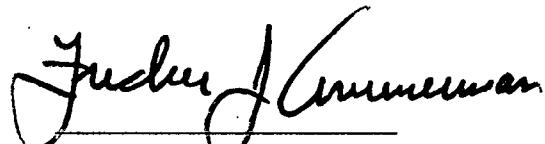
GREEN TREE CONSUMER DISCOUNT COMPANY \* NO. 2008-2052-CD  
Plaintiff \*  
vs. \*  
MICHAEL A. POWELL \*  
ANGELA D. POWELL \*  
Defendants \*

**ORDER**

NOW, this 15<sup>th</sup> day of May, 2013, it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **27th day of June, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praeclipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED  
MAY 16 2013  
8:30AM

William A. Shaw  
Prothonotary/Clerk of Courts

ICC Atty  
Voelker

ICC drafts

DATE: 5-16-13

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

**FILED**

**MAY 16 2013**

William A. Shaw  
Prothonotary/Clerk of Courts

defts  
Hoovers Mobile Home Park  
236 Washington Ave  
Hyde 16843

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREEN TREE CONSUMER DISCOUNT  
COMPANY

Plaintiff,

vs.

MICHAEL A. POWELL and ANGELA D.  
POWELL,

Defendants.

CIVIL DIVISION

No. 2008-2052-CD

Code No.

TYPE OF PLEADING:  
**Entry of Appearance**

Filed on Behalf of Plaintiff, GREEN TREE  
CONSUMER DISCOUNT COMPANY

Counsel of Record for this Party:

DANIEL C. LAWSON, ESQUIRE  
PA. I.D. #38562

MEYER, DARRAGH, BUCKLER,  
BEBENEK & ECK, P.L.L.C.  
Firm No. 198  
U.S. Steel Tower, Suite 4850  
600 Grant Street  
Pittsburgh, PA 15219-6194

Telephone No.: (412) 261-6600  
Fax No.: (412) 471-2754

FILED

JUN 28 2013  
6 10:10 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
Clerk to MATT

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

GREEN TREE CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

MICHAEL A. POWELL and ANGELA D.  
POWELL,

Defendants.

CIVIL ACTION NO.: 2008-2052-CD

HONORABLE FREDRIC J. AMMERMAN

DANIEL C. LAWSON, ESQUIRE  
PA I.D. No. 38562

**NOTICE OF ENTRY OF APPEARANCE**

Kindly enter my appearance on behalf of the Plaintiff, in the above-captioned matter.

Respectfully submitted,

MEYER, DARRAGH, BUCKLER,  
BEBENEK & ECK, P.L.L.C.

By:

Daniel C. Lawson

U.S. Steel Tower, Suite 4850  
600 Grant Street  
Pittsburgh, PA 15219  
(412) 261-6600  
Fax: (412) 471-2754  
Email: [dlawson@mdbbe.com](mailto:dlawson@mdbbe.com)

Attorney for Plaintiff

## PROOF OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been served upon all parties on the date and in the manner listed below:

X First Class Mail, Postage Prepaid  
\_\_\_\_\_ Certified Mail - Return Receipt Requested  
\_\_\_\_\_ Hand Delivery  
\_\_\_\_\_ Facsimile Transmission  
\_\_\_\_\_ Overnight Delivery  
\_\_\_\_\_ Electronic Mail/Transmission

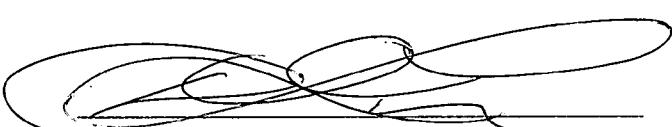
at the following address:

MICHAEL A. POWELL AND ANGELA POWELL  
236 WASHINGTON AVE. HOOVERS MOBILE HOME PARK  
HYDE, PA 16843

EDWARD F. VOELKER, JR.  
VOELKER & ASSOCIATES, P.C.  
HAMPTON STONEWORKS PROFESSIONAL BUILDING  
3960 ROUTE 8, SUITE 200  
ALLISON PARK, PA 15101

MEYER, DARRAGH, BUCKLER,  
BEBENEK & ECK, P.L.L.C.

Date: 26 June, 2013

  
DANIEL C. LAWSON, ESQUIRE

FILED

JUN 28 2010

William A. Shaw  
Prothonotary/Clerk of Courts

Court to Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff, No. 2008-2052-CI

vs.

Michael A. Powell and Angela D. Powell, TYPE OF PLEADING:  
Defendants. Praecipe to Discontinue

Filed on Behalf of  
Green Tree Consumer Discount Company

Counsel of Record for this Party:

Daniel C. Lawson  
PA. I.D. #38562

MEYER, DARRAGH, BUCKLER,  
BEBENEK & ECK, P.L.L.C.  
Firm No. 198

U.S. Steel Tower, Suite 4850  
600 Grant Street  
Pittsburgh, PA 15219-6194

Telephone No.: (412) 261-6600  
Fax No.: (412) 471-2754

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

Plaintiff,

vs.

Michael A. Powell and Angela D. Powell,

Defendants.

CIVIL DIVISION

No. 2008-2052-CD

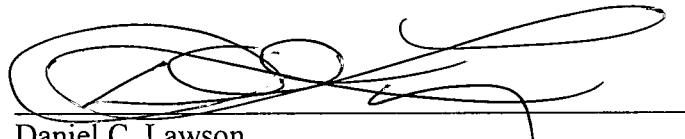
**PRAECIPE TO DISCONTINUE**

To the Prothonotary:

Kindly discontinue the above matter, without prejudice.

Respectfully submitted.

MEYER, DARRAGH, BUCKLER, BEBENEK & ECK,  
PLLC



Daniel C. Lawson  
Attorneys for Plaintiff

Meyer, Darragh, Buckler, Bebeneck & Eck, PLLC  
U.S. Steel Tower, Suite 4850  
600 Grant Street  
Pittsburgh, PA 15219  
(412) 261-6600

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the attached was served upon the following by first class United States mail, postage pre-paid, on

*June 26, 2013*

Michael A. Powell and Angela D. Powell  
236 Washington Ave.  
Hoovers Mobile Home Park  
Hyde, PA 16843

Respectfully submitted,

MEYER, DARRAGH, BUCKLER, BEBENEK & ECK, PLLC

  
Daniel C. Lawson  
Attorneys for Plaintiff

Meyer, Darragh, Buckler, Bebenek & Eck, PLLC  
U.S. Steel Tower, Suite 4850  
600 Grant Street  
Pittsburgh, PA 15219  
(412) 261-6600