

08-2235-CD
Green Tree Con. Disc vs D. Sidelinger

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

Plaintiff,

v.

Daniel J. Sidelinger,

Defendant.

CIVIL DIVISION

No. 08-2235-CD

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

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PA I.D. #209392

Voelker & Associates, P.C.
Firm #332

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

S
FILED *Att'y pd.* *95.00*
11/11/11 *CD* NOV 20 2008 *ICC Att'y*
LM *ICC Sheriff*
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

v.

Daniel J. Sidelinger,

Defendant.

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.

Daniel J. Sidelinger,

Defendant.

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. Daniel J. Sidelinger, hereinafter referred to as "Borrower," is an individual whose last known address is 75 Hemlock Drive, Pine Valley MHP, Lot 75, Penfield, PA, 15849.

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 19, 1998, Borrower entered into a "Manufactured Home Promissory Note Security Agreement and Disclosure Statement," 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, Borrower promised to repay the borrowed amount of \$18,169.50 plus interest.

6. Borrower has defaulted by failing to make payments when due.

7. As of October 31, 2008, the delinquent payment amount due and owing from Borrower to Plaintiff is \$1,108.12.

8. As of November 11, 2008, the amount owed by Borrower to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the collateral hereinafter described, is \$14,017.39. The interest on said amount is accruing at the daily rate of \$4.00.

9. Plaintiff is entitled to costs, expenses, and attorneys fees under the terms of the Financing Contract.

10. On October 10, 2008, Plaintiff provided Borrower with a Notice of Default, a true and correct copy of which is marked as Exhibit "B" and is attached hereto and made a part hereof.

11. Pursuant to the Financing Contract, Borrower financed a 1992 Redman Homes manufactured home (serial no. 12223625) 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 75 Hemlock Drive, Penfield, PA, 15849.

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

14. Plaintiff 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 "C" and is attached hereto and made a part hereof.

15. Borrower has 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 \$14,017.39, plus attorneys fees, costs, expenses, interest from October 31, 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

MANUFACTURED HOME PROMISSORY NOTE, SECURITY
AGREEMENT AND DISCLOSURE STATEMENT (CONV. - FHA - VA) (SI)

Date 11-19-98

MAKER: SIDELINGER, DANIEL J., 89 COUNTRY PLACE, DU BOIS, PA 15801

MAKER:

CREDITOR: GREEN TREE CONSUMER DISCOUNT CO., 105 BRADFORD RD, BLDG III, 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 provided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)
12.75 %	\$ 22674.30	\$ 18169.50	\$ 40843.30
My Payment Schedule will be:			
Number of Payments		Amount of Payments	When Payments Are Due
180		\$ 226.91	Monthly beginning
			12-25-1998

SECURITY: I am giving a security interest in:

The manufactured home or modular home being purchased. The manufactured home or modular home being refinanced.
 N/A Real property located at: N/A

LATE CHARGE: If a payment is more than 10 days late, I will be charged \$ 5.00 or 2.00 % of the payment, whichever is less.

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

ASSUMPTION: Someone buying my home may, subject to underwriting conditions, be allowed to assume the remainder of my obligation on the original terms. See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

1. Amount Paid On My Behalf.....	\$ 17945.00
Name of Previous Creditor:	
2. Amounts Paid To Others On My Behalf:	
a. Paid to Public Officials.....	\$ 27.50
b. Paid to Insurance Companies.....	\$ 197.00
c. Paid to Appraiser.....	\$.00
d. Paid to.....	\$.00
e. Paid to.....	\$.00
f. Paid to.....	\$.00
g. Paid to.....	\$.00
h. Paid to.....	\$.00
i. Paid to.....	\$.00
j. Paid to.....	\$.00
k. Paid to.....	\$.00
3. Principal Balance (1 + 2a-k).....	\$ 16169.50
4. Prepaid Finance Charges.....	
- \$.00	
- \$.00	
- \$.00	
5. Amount Financed (3 - 4).....	\$ 16169.50

PHYSICAL DAMAGE INSURANCE

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

Comprehensive (\$ 250.00 deductible)
 N/A Flood
 X Liability
 N/A Other 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.

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

X

Signature of Maker(s) Insured

Date

CONTRACT AND SECURITY AGREEMENT

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

NEW OR USED	YEAR AND MAKE	Manufactured Home		
		MODEL	SERIAL NUMBER	SIZE
U	1992 RDMAY HOMES	NEW FORT	12223625	14 X 76

	N/A	Stove	N/A	Refrigerator	N/A	Washer	N/A	Dryer		Air Conditioner	133-25398	Wheels
Other (Describe)	N/A											

2. LOCATION: The Manufactured Home is located at the following address: 89 COUNTRY PLACE, SU BOIS, PA 15801
 The land on which the Manufactured Home is located is owned by: _____

3. PROMISE TO PAY: To repay my loan, I promise to pay you 18169.50 (the "Principal Balance") as listed under the "Itemization of Amount Financed" on page 1, plus interest from the contract date at the rate of 12.75 % per annum until paid in full by making the "Total of Payments" in accordance with the "Payment Schedule" on page 1. I also agree to pay you a late charge for late payment as shown on page 1. The Total Sale Price is 42893.80 and my down payment is 2350.00.

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

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

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

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

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

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

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

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

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

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

93325398 SIDELINGER - 3783334

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

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

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

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

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

19. ARBITRATION: All disputes, claims or controversies arising from or relating to this Contract or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law and this Contract. The parties agree that the arbitrator shall have all powers provided by law, the Contract and the agreement of the parties. These powers shall include all legal and equitable remedies including, but not limited to, money damages, declaratory relief and injunctive relief. Notwithstanding anything herein to the contrary, you retain an option to use judicial (filing a lawsuit) or non-judicial to enforce the monetary obligation secured by the Manufactured Home or to foreclose on the Manufactured Home. The institution and constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Contract, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

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

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

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

**U. S. Bank Trust
National Association**

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



NOTICE OF DEFAULT
AND
RIGHT TO CURE DEFAULT

Date of Notice: 10/10/2008

Certified Mail Receipt No. 71067112169007533425

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

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

Account No: 733253983

Creditor: Green Tree Consumer Discount
Company

Brief identification of credit transaction: Manufactured Home Account

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

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

Your default consists of: 2 payments past due (plus \$9.06 in fees and charges) totaling \$743.73.

Cure of default: Within 30 days from the postmarked date of this Notice, you may cure your default by paying \$743.73, which consists of \$734.67 for past due payments and \$9.06 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 \$14,048.86 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 will be used for that purpose.

MULTI
RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

COMPLETE THIS SECTION ON DELIVERY	
Y N D D 2 2 1	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	

7/07

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

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

EXHIBIT "B"

733253983 002
Green Tree Consumer Discount Company
Tempe III
7360 South Kyrene Rd
Tempe, AZ 85283-4583



7106 7112 1690 0753 3425

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

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



9GN01 207489-000011 0069609



7106 7112 1690 0753 3425

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

733253983 002

13325398

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

7,911
983430012000992-001

12223625	92	REDMAN	45685808703-S1															
VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE OF VEHICLE	TITLE NUMBER															
EH	0																	
BODY TYPE	DUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROO. DATE	ODOM. MILES	ODOM. STATUS												
37/17792	1704799																	
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GWWR	GCWR	TITLE BRANDS													
					<table border="1"> <tr> <td colspan="2">ODOMETER STATUS</td> </tr> <tr> <td>0 = ACTUAL MILEAGE</td> <td></td> </tr> <tr> <td>1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS</td> <td></td> </tr> <tr> <td>2 = NOT THE ACTUAL MILEAGE</td> <td></td> </tr> <tr> <td>3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED</td> <td></td> </tr> <tr> <td>4 = EXEMPT FROM ODOMETER DISCLOSURE</td> <td></td> </tr> </table>		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	
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4 = EXEMPT FROM ODOMETER DISCLOSURE																		
ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW <small>REGISTERED OWNER(S)</small> DANIEL J. SIDLINGER 89 COUNTRY PLACE PARK DU BOIS PA 15801																		
75 Hemlock Drk Pine Valley MHP Penfield PA 15849																		
<small>FIRST LIEN RELEASED</small> <input type="text"/> <small>DATE</small> <small>SECOND LIEN RELEASED</small> <input type="text"/> <small>DATE</small> <small>BY</small> <input type="text"/> <small>AUTHORIZED REPRESENTATIVE</small> <small>MAILING ADDRESS</small> <input type="text"/> <small>BY</small> <input type="text"/> <small>AUTHORIZED REPRESENTATIVE</small>																		
<small>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.</small>																		
GREEN TREE CONS DISC CO GREEN TREE CONS DISC CO 105 BRADFORD RD STE 200 WEXFORD PA 15090																		
<p style="text-align: right;">BRADLEY L MALLORY</p> <p style="text-align: right;">Secretary of Transportation</p>																		
<small>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.</small>																		
D. APPLICATION FOR TITLE AND LIEN INFORMATION																		
<small>TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED</small>																		
<small>When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, title will be issued as "Tenants in Common".</small>																		
<input checked="" type="checkbox"/> <small>Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).</small>																		
<input type="checkbox"/> <small>Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).</small>																		
<small>1ST LIEN DATE: <input type="text"/> → IF NO LIEN, CHECK <input type="checkbox"/></small>																		
<small>1ST LIENHOLDER: <input type="text"/></small>																		
<small>STREET: <input type="text"/></small>																		
<small>CITY: <input type="text"/> STATE: <input type="text"/> ZIP: <input type="text"/></small>																		
<small>FINANCIAL INSTITUTION NUMBER: <input type="text"/></small>																		
<small>2ND LIEN DATE: <input type="text"/> → IF NO LIEN, CHECK <input type="checkbox"/></small>																		
<small>2ND LIENHOLDER: <input type="text"/></small>																		
<small>STREET: <input type="text"/></small>																		
<small>CITY: <input type="text"/> STATE: <input type="text"/> ZIP: <input type="text"/></small>																		
<small>FINANCIAL INSTITUTION NUMBER: <input type="text"/></small>																		
<small>SIGN IN PRESENCE OF A NOTARY PUBLIC</small>																		
<small>The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.</small>																		
<small>SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER: <input type="text"/></small>																		
<small>SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER: <input type="text"/></small>																		
<small>STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE</small>																		

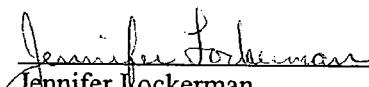
THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

003645836

EXHIBIT "C"

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

Green Tree Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-2235-CD

v.

Daniel J. Sidelinger,

Defendant.

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

Pamela L. Brickner
PA I.D. #209392

Voelker & Associates, P.C.
Firm #332

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

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

NOV 20 2008

Attest.

William L. Lohr
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Green Tree Consumer Discount Company, CIVIL DIVISION

Plaintiff, No.

v.

Daniel J. Sidelinger,

Defendant.

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.

Daniel J. Sidelinger,

Defendant.

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. Daniel J. Sidelinger, hereinafter referred to as "Borrower," is an individual whose last known address is 75 Hemlock Drive, Pine Valley MHP, Lot 75, Penfield, PA, 15849.
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 19, 1998, Borrower entered into a "Manufactured Home Promissory Note Security Agreement and Disclosure Statement ,," 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, Borrower promised to repay the borrowed amount of \$18,169.50 plus interest.

6. Borrower has defaulted by failing to make payments when due.

7. As of October 31, 2008, the delinquent payment amount due and owing from Borrower to Plaintiff is \$1,108.12.

8. As of November 11, 2008, the amount owed by Borrower to Plaintiff, not including costs, attorneys' fees and damages for the unjust retention of the collateral hereinafter described, is \$14,017.39. The interest on said amount is accruing at the daily rate of \$4.00.

9. Plaintiff is entitled to costs, expenses, and attorneys fees under the terms of the Financing Contract.

10. On October 10, 2008, Plaintiff provided Borrower with a Notice of Default, a true and correct copy of which is marked as Exhibit "B" and is attached hereto and made a part hereof.

11. Pursuant to the Financing Contract, Borrower financed a 1992 Redman Homes manufactured home (serial no. 12223625) 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 75 Hemlock Drive, Penfield, PA, 15849.

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

14. Plaintiff 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 "C" and is attached hereto and made a part hereof.

15. Borrower has 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 \$14,017.39, plus attorneys fees, costs, expenses, interest from October 31, 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

MANUFACTURED HOME PROMISSORY NOTE, SECURITY
AGREEMENT AND DISCLOSURE STATEMENT (CONV. - FHA - VA) (SI)

Date 11-19-98

MAKER: SIDELINGER, DANIEL J., 89 COUNTRY PLACE, DU BOIS, PA 15801

MAKER:

CREDITOR: GREEN TREE CONSUMER DISCOUNT CO., 105 BRADFORD RD, BLDG III, 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 provided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)
12.75 %	\$ 22674.30	\$ 18169.50	\$ 40343.30
My Payment Schedule will be:			
Number of Payments	Amount of Payments	When Payments Are Due	
180	226.91	Monthly beginning	12-25-1998

SECURITY: I am giving a security interest in:

The manufactured home or modular home being purchased. The manufactured home or modular home being refinanced.
 Real property located at: N/A

LATE CHARGE: If a payment is more than 15 days late, I will be charged \$ 5.00 or 2.00 % of the payment, whichever is LESS

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

ASSUMPTION: Someone buying my home may, subject to underwriting conditions, be allowed to assume the remainder of my obligation on the original terms. See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

1. Amount Paid On My Behalf.....	\$ 17345.00
Name of Previous Creditor:	
2. Amounts Paid To Others On My Behalf:	
a. Paid to Public Officials.....	+ \$ 27.50
b. Paid to Insurance Companies.....	+ \$ 197.00
c. Paid to Appraiser.....	+ \$.00
d. Paid to.....	+ \$.00
e. Paid to.....	+ \$.00
f. Paid to.....	+ \$.00
g. Paid to.....	+ \$.00
h. Paid to.....	+ \$.00
i. Paid to.....	+ \$.00
j. Paid to.....	+ \$.00
k. Paid to.....	+ \$.00
3. Principal Balance (1 + 2a-k).....	\$ 18169.50
4. Prepaid Finance Charges.....	
- a.....	- \$.00
- b.....	- \$.00
- c.....	- \$.00
5. Amount Financed (3 - 4).....	\$ 18169.50

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you \$ 197.00 for insurance protection for a term of 01 years.
 Comprehensive (\$ 250.00 deductible)
 Flood
 Liability
 N/A Other 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.

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

Total \$.00

X

Signature of Maker(s) Insured

Date

CONTRACT AND SECURITY AGREEMENT

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

NEW OR USED	YEAR AND MAKE	Manufactured Home		
		MODEL	SERIAL NUMBER	SIZE
II	1992 RDMN HOMES	NEW ROCK	12223625	14 X 76

N/A Stove N/A Refrigerator N/A Washer N/A Dryer Air Conditioner 73325398 Wheels
Other (Describe) N/A

13325395

Wheeis

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

3. PROMISE TO PAY: To repay my loan, I promise to pay you 16169.50 (the "Principal Balance") as listed under the "Itemization of Amount Financed" on page 1, plus interest from the contract date at the rate of 12.75 % per annum until paid in full by making the "Total of Payments" in accordance with the "Payment Schedule" on page 1. I also agree to pay you a late charge for late payment as shown on page 1. The Total Sales Price is 42853.80.

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

5. SECURITY INTEREST: I give you a security interest under the applicable statute in all the property I own or will own during the term of this Agreement. I also agree to pay you a security interest in all my property, now owned or hereafter acquired, and my down payment is \$2050.00.

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

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

7. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home, if I am purchasing a Manufactured Home, then it is being purchased AS IS, with all warranties, expressed or implied, excluded.

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.

b) PAY ALL TAXES, CHARGES AND LOT RENT: I will: (a) keep the Manufactured Home in good condition and not commit waste; sell, lease or otherwise transfer the Manufactured Home and the real estate it is located on; (c) not move, use illegally, 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.

3. PERSONAL PROPERTY: I agree that regardless of how my Manufactured Home is attached to the real property, my personal property is not subject to the security interest in my Manufactured Home.

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

9. 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 pay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Agreement. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to 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 Agreement, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workoff of the obligation. If I owe you for any insurance (e.g. for late charges, attorney fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

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

12. **INSPECTION:** You may make

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

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

932539/SIDELINGER - 378334

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

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

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

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

18. MISCELLANEOUS PROVISIONS: This written Agreement is the only agreement that covers my loan. This Agreement can only be modified or amended or provisions in it waived (given up) by a written modification to this Agreement signed by you. You can decide not to use or enforce any of your rights under this Agreement without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Agreement cannot be enforced because of a law which prohibits it, all or 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 closing to correct errors made concerning this Agreement or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

19. ARBITRATION: All disputes, claims or controversies arising from or relating to this Contract or the parties thereto shall be resolved in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to **RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law and all other laws including, but not limited to, all contract, tort and property disputes will be subject to binding arbitration in accord with this Contract. The parties agree that the arbitrator shall have all powers provided by law, the Contract and the agreement of the parties. These powers shall include all legal and equitable remedies including, but not limited to, money damages, declaratory relief and injunctive relief. Notwithstanding anything hereunto to the contrary, you retain an option to use judicial (filing a lawsuit) or non-judicial to enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agreement, maintenance of a lawsuit to foreclose upon any collateral, to obtain a monetary judgment or enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Contract, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

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

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

Maker Daniel J. Sidelinger, 1/19/98 Maker X
Signature DANIEL J. SIDELINGER DATE Signature DATE

**U. S. Bank Trust
National Association**

733253983 002
Green Tree Consumer Discount Company
Tempe III
7360 South Kyrene Rd
Tempe, AZ 85283-4583



7106 7112 1690 0753 3425

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

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



9GN01 207489-000011 0069609



7106 7112 1690 0753 3425

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

733253983 002

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF TITLE FOR A VEHICLE

13325398

983430012000992-001

32223623

92

REDMAN

45565808703-51

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

MH

0

BODY TYPE DUP SEAT CAP PRIOR TITLE STATE

ODOM. PROCD. DATE

1/04/99 EXEMPT

ODOM. MILES ODOM. STATUS

32737792

1704799

DATE PA TITLED

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GWR

TITLE BRANDS

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

TITLE BRANDS

A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = COLLECTOR VEHICLE
 F = OUT OF COUNTRY
 G = ORIGINALLY IMPORTED FOR INDUS. DISTRIBUTION
 H = AGRICULTURAL VEHICLE
 L = LOGGING VEHICLE
 P = IS/WS WAS A POLICE VEHICLE
 R = RECONSTRUCTED
 S = STREET ROD
 T = RECOVERED THEFT VEHICLE
 V = VEHICLE CONTAINS REISSUED VIN
 W = FLOOD VEHICLE
 X = IS/WS AT FAIR

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

DANIEL J. SIDLINGER
 89 COUNTRY PLACE PARK
 DU BOIS PA 15801

75 Hemlock Drive
 Pine Valley MHP
 Penfield PA

15849

FIRST LIEN IN FAVOR OF:

GREEN TREE CONS DISC CO

FIRST LIEN RELEASED

DATE

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.

BY AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED

DATE

BY AUTHORIZED REPRESENTATIVE

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

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

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

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

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
 TO BEFORE ME
 MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

1ST LIEN DATE: IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE: IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

9385459600

SIGNATURE OF APPLICANT/OWNER OR AUTHORIZED SIGNER

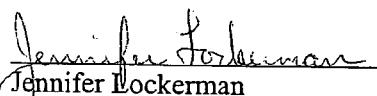
SIGNATURE OF CO-APPLICANT/OWNER OR AUTHORIZED SIGNER

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

EXHIBIT "C"

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

DOCKET # 104956
NO: 08-2235-CD
SERVICES 1
COMPLAINT IN REPLEVIN

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

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VOELKER	013719	10.00
SHERIFF HAWKINS	VOELKER	013719	51.86

FILED
03/4/2009
FEB 26 2009
WMA
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2009

Chester A. Hawkins

Chester A. Hawkins
Sheriff

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

GREEN TREE CONSUMER DISCOUNT COMPANY * NO. 2008-2235-CD
Plaintiff *

vs.

DANIEL J. SIDELINGER
Defendant *

ORDER

4 **FILED** NOCC
012:10AM
2 AUG 02 2013
William A. Shaw
Prothonotary/Clerk of Courts
616

NOW, this 2nd day of August, 2013, upon the Court's review of the docket and noting no activity for a period of over three years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTO.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge