

00-143-CD  
THE BANK OF NEW YORK as Indenture Trustee -vs- BRYON G. SHAFFER  
et al

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Attorneys for Plaintiff

THE BANK OF NEW YORK AS  
INDENTURE STORE TRUSTEE FOR  
THE MONEY STORE TRUST 1998-C,  
Plaintiff,

v.

(A) BRYON G. SHAFFER and DAWN M.  
SHAFFER, (14) (24) (212)  
Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO: 00-143-CO

CIVIL ACTION

MORTGAGE FORECLOSURE

**COMPLAINT - CIVIL ACTION  
NOTICE TO DEFEND**

**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 of relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

**FILED**

**FEB 04 2000**

William A. Shaw  
Prothonotary

**AVISO**

**LE HAN DEMANDADO A USTED EN LA CORTE.** Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus edades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTANCIA LEGAL.**

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THE BANK OF NEW YORK AS INDENTURE STORE TRUSTEE FOR THE MONEY STORE TRUST 1998-C, Plaintiff,  v.  BRYON G. SHAFFER and DAWN M. SHAFFER, Defendants.	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  NO:  CIVIL ACTION  MORTGAGE FORECLOSURE
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### **COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, The Bank of New York as Indenture Store Trustee for the Money Store Trust 1998-C, the address of which is c/o The Money Store, 4111 South Darlington, Suite 800, Tulsa, OK 74135, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, The Bank of New York as Indenture Store Trustee for the Money Store Trust 1998-C ("Plaintiff"), is a corporation with a principal place of business at c/o The Money Store, 4111 South Darlington, Suite 800, Tulsa, OK 74135.
2. The name and mailing address of each individual Defendant is: Bryon G. Shaffer, 140 East Long Avenue, DuBois, PA 15801 and Dawn M. Shaffer, 140 East Long Avenue, DuBois, PA 15801.

3. Bryon G. Shaffer and Dawn M. Shaffer executed a mortgage with TMS Mortgage Inc., dba The Money Store, on August 11, 1998 (the "Mortgage"), in the amount of \$80,750.00, which Mortgage was recorded with the Recorder of Deeds of Clearfield County on August 14, 1998 in Mortgage Book 1960, Page 102. The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and is incorporated herein by reference as though fully set forth at length.

4. TMS Mortgage Inc., dba The Money Store assigned all right, title and interest in the Mortgage to The Bank of New York as Indenture Store Trustee for the Money Store Trust 1998-C, which assignment was recorded in the Recorder of Deeds Office for the County of Clearfield on December 21, 1999. A true and correct copy of the Assignment is attached hereto and marked as Exhibit "B" and is incorporated herein by reference as though fully set forth at length.

5. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original mortgagee, or is the present holder of the Mortgage by virtue of the above-described assignments.

6. Each Mortgagor named in paragraph 3 above executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached hereto and marked as Exhibit "C" and is incorporated herein by reference as though fully set forth at length.

7. The real property which is subject to the Mortgage is generally known as 140 East Long Avenue, City of DuBois, Clearfield County, PA 15801 (the "Mortgaged

Premises"). The legal description of the Mortgaged Premises is attached hereto and marked as Exhibit "D" and is incorporated herein by reference as though fully set forth at length.

8. The interest of each individual Defendant is as Mortgagor, Real Owner or both.

9. If any Defendant above-named is deceased, this action shall proceed against the deceased Defendant's heirs, assigns, successors, administrators, personal representatives and / or executors through his / her estate.

10. The Mortgage is in default because the monthly payment of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of August 15, 1999 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with the charges specifically itemized below are immediately due and payable.

11. The following amounts are due as of January 18, 2000:

Principal of Mortgage debt due and unpaid	\$80,381.00
Interest due and owing as of January 18, 2000 at 9.5%, \$20.92 per diem	3,912.04
Late Charges of \$33.95 per month assessed on the 11th day after payment is due	169.75
Court Costs	175.00
Prepayment Penalty Flat Fee	3,050.97
NSF Charges	15.00
Other Fees	20.00

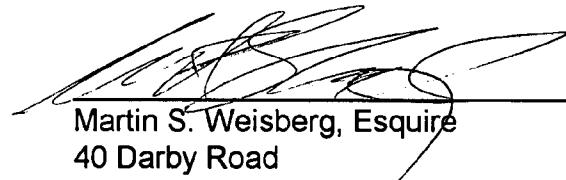
Title Report Expense	325.00
Reasonable Attorneys' fees	4,019.05
<b>TOTAL</b>	<b>\$92,067.81</b>

12. Interest accrues at a per diem rate of \$20.92 and late charges accrue at a monthly rate of \$33.95 assessed on the 11th day payment is past due for each date after January 18, 2000 that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees and costs as well as other expenses, costs and charges collectable under the Note and Mortgage.

13. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq. was mailed to each individual Defendant via regular mail and certified mail, return receipt requested, on December 13, 1999. A true and correct copy of said notice is attached hereto and marked as Exhibit "E" and is incorporated herein by reference as though fully set forth at length.

WHEREFORE, Plaintiff demands judgment against Defendants Bryon G. Shaffer and Dawn M. Shaffer, jointly and severally, for foreclosure and sale of the Mortgaged Premises in the amounts due as set forth in paragraph 11, namely \$92,067.81, plus the following amounts accruing after January 18, 2000, to the date of judgment: (i) interest at a per diem rate of \$20.92; (ii) late charges of \$33.95 per month, assessed on the 11th day payment is past due; and (iii) additional attorneys' fees hereafter incurred and costs of suit.

CAPLAN & LUBER, LLP



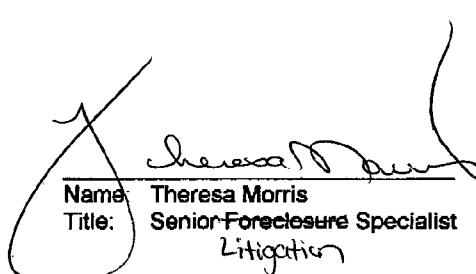
Martin S. Weisberg, Esquire  
40 Darby Road  
Paoli, PA 19301  
610-640-1200

Date: 2/1/00

UNLESS YOU NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PART OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**VERIFICATION**

I, Theresa Morris, Senior Foreclosure Specialist, hereby certify that I am an agent for Plaintiff and am authorized to make this verification on its behalf. I verify that the facts and statements set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: 01-28-00

Name: Theresa Morris  
Title: Senior Foreclosure Specialist  
Litigation

1513-607

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:50 am 8-14-98  
BY TMS Inc  
FEES 23.50

Karen L. Starck, Recorder



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

Parcel Number:  
7.2-04-0829

After recording return to:  
The Money Store/Packaging  
P.O. Box 160128  
Sacramento, CA 95816-0128

0104005574

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is made this Eleventh Day of August, 1998 between the Mortgagor, Bryon G. Shaffer And Dawn Shaffer

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., dba The Money Store which is organized and existing under the laws of New Jersey and whose address is 3464 El Camino Avenue, 200, Sacramento, CA 95821 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Thousand, Seven Hundred Fifty and 00/100 Dollars (U.S. \$ 80,750.00) by Borrower's note dated August 11, 1998 together with interest, which indebtedness is evidenced by Borrower's note dated August 11, 1998 (the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 15, 2028

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Security Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower contained in this Mortgage, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in CLEARFIELD County, Pennsylvania:

(SEE EXHIBIT 'A' ATTACHED)



being the same property commonly known as: 140 East Long Avenue, Du Bois, PA 15801

("Property Address").

PENNSYLVANIA MORTGAGE (9709) Original - Record  
M002-1PA

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument. All of the foregoing, together with such property (or the leasehold estate if this Security Instrument is on a leasehold) are called the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness and all other charges evidenced by the Note.

2. **Funds for Taxes and Insurance.** If required by Lender, and subject to applicable law, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, if any, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any.

5. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," flood and any other hazards as Lender may require, from time to time, and in such amount and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights on the Property in accordance with Paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Lender of any proceeds made by check or other draft.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. If under Paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause, or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the insurance proceeds.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment

shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender. The Borrower's obligation to pay the amounts advanced by Lender under this Paragraph 8 shall continue in full force and effect after the entry of any judgment in mortgage foreclosure or a judgment on the Note.

9. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

10. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor as related to Lender's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver; Acceptance of Partial Payment.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or may refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender on one or more occasions in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of that or any other right or remedy.

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in full, or with a notation of similar meaning.

13. **Successors and Assigns Bound; Joint and Several Liability; Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

14. **Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by first class mail addressed to the Property Address or to such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end, the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

16. **Borrower's Copy.** Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Acceleration; Remedies.** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the

breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument or foreclosure by judicial proceeding.

The notice shall further inform Borrower of the right to reinstate this Security Instrument after acceleration and the right to bring a court action or to assert in the judicial proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may foreclose this Security Instrument by judicial proceeding and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports, even if the breach is cured prior to the completion of any foreclosure.

Borrower agrees that the interest rate payable after judgment is entered on the Note, or in an action of mortgage foreclosure, shall be the rate payable from time to time under the Note.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued up to one hour prior to sale of the Property if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.

**20. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

**21. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and for maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

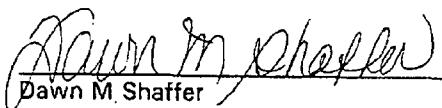
As used in this Paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument. Borrower shall pay any release fees and costs of recordation unless applicable law provides otherwise.

23. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
Bryon G Shaffer (Seal)  
-Borrower

  
Dawn M Shaffer (Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

**Certificate of Residence**

I, do hereby certify that the correct address of the within-named Lender is 3464 El Camino Avenue, 200, Sacramento, CA 95821

Witness my hand this day of

Agent of Lender

COMMONWEALTH OF PENNSYLVANIA,

Clearfield

County ss:

On this, the 11th day of August, 1998, before me, the undersigned officer, personally appeared BRYON G. SHAFFER and DAWN M. SHAFFER

known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:

NOTARIAL SEAL  
Dolores F. Yohe, Notary Public  
City of DuBois, Clearfield County, PA.  
My Commission Expires March 7, 1999

Notary Public  
Title of Officer

After Recordation Return to:  
 The Money Store  
 4111 S. Darlington, Suite 900  
 Tulsa, OK 74135

Prepared By:  
 Tisha Love  
 4111 S. Darlington, Suite 900  
 Tulsa, OK 74135

Loan No: 104005574

**ASSIGNMENT OF MORTGAGE**

COMMONWEALTH OF PENNSYLVANIA,  
 Clearfield COUNTY,

FOR VALUE RECEIVED, the undersigned **TMS MORTGAGE INC., DBA THE MONEY STORE, A NEW JERSEY CORPORATION**, does hereby grant, bargain, sell, convey, assign and deliver unto

**The Bank of New York as Indenture Trustee for The Money Store Trust 1998-C**

that certain Mortgage executed by **Bryon G. Shaffer and Dawn Shaffer** (Mortgagor), to **TMS Mortgage Inc., dba The Money Store**, (Mortgagee), dated **August 11, 1998** in the original amount of **(\$80,750.00)** dollars, to the undersigned, which Mortgage is recorded in the office of the Recorder of Deeds of **Clearfield County Pennsylvania**, in Book **1960**, Page **102**, on **August 14, 1998**, together with the debt thereby secured and the note original amount therein described and all right, title, and interest of the undersigned in and to the land and property conveyed by said Mortgage, said premises being situated in the County of **Clearfield**, State of **Pennsylvania**, and known as:

**SEE EXHIBIT "A" ATTACHED HERETO FOR A COMPLETE LEGAL DESCRIPTION**

Commonly known as: **140 East Long Avenue, Du Bois, PA 15801**

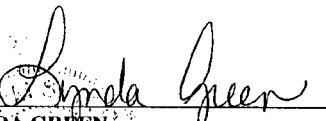
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name by its duly authorized officers, on December 9, 1999

ATTEST:

**TMS MORTGAGE INC., DBA THE MONEY STORE, A NEW JERSEY CORPORATION**

By

**STEPHEN E. SCHNEIDER**  
**VICE PRESIDENT**

  
**LYNDA GREEN**  
**ASSISTANT SECRETARY**

State of **OKLAHOMA**  
 County of **TULSA**

On December 9, 1999, before me, **Dorothy S. Winskie**, the undersigned notary, personally appeared **Stephen E. Schneider and Lynda Green**, who acknowledged themselves to be the **Vice President and Assistant Secretary**, respectively, of **TMS Mortgage Inc., dba The Money Store, a New Jersey Corporation**, and that they, as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation. In witness whereof I hereunto set my hand and official seal.

  
**DOROTHY S. WINSKIE, NOTARY PUBLIC**



ASSIGNMENT OF MORTGAGE

BETWEEN:

TMS MORTGAGE INC., DBA THE MONEY STORE, A  
NEW JERSEY CORPORATION

AND

THE BANK OF NEW YORK AS INDENTURE TRUSTEE  
FOR THE MONEY STORE TRUST 1998-C

MAIL TO:

Caplan & Luber, LLP  
40 Darby Road  
Paoli, PA 19301

*Certificate of Residence*

*I, Toshia Love, do hereby certify that ASSIGNEE'S precise residence is c/o 4111 S. Darlington, Suite 800,  
Tulsa, OK 74135:*

*Witness my hand this 9th day of December 1999.*

*Toshia Love*

*ASSIGNEE or Agent for ASSIGNEE*

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

INVOICE # 22196  
0101 KLS

#001 ASSIGNMENT \$15.50

Instrument Number - 199920691

Recorded on - Dec 21, 1999 9:48:00 AM

Muni - DUBOIS CITY  
Assignor - TMS MORTGAGE INC  
Assignee - BANK OF NEW YORK  
Consideration - \$80,750.00

Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$1.00
IMPROVEMENT FEE - RECORDER	\$1.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES \$15.50

PAYMENTS

CHECK: 11491 \$15.50

TOTAL PAYMENTS \$15.50

BALANCE DUE \$0.00

Customer:  
CAPLAN & LUBER  
40 DARBY ROAD  
PAOLI, PA 19301

THANK YOU

KAREN L. STARCK

REGISTER & RECORDER

COUNTY # 17

12/21/99 9:47:25 AM

## NOTE

August 11, 1998  
Date

140 East Long Avenue, Du Bois, PA 15801

Property Address

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay Eighty Thousand, Seven Hundred Fifty and  
00/100 Dollars (U.S. \$ 80,750.00)  
(this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is TMS Mortgage Inc..  
dba The Money Store

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note and who is entitled to receive payments under this Note will be called the "Note Holder."

## 2. INTEREST

I will pay interest at an annual rate of 9.500 %.  
Interest will be charged on unpaid principal beginning on August 15, 1998, and will continue until the full amount of principal has been paid. Interest shall continue to accrue at this rate after the maturity or default of this loan, and after the entry of any judgment on this Note.

## 3. PAYMENTS

I will pay principal and interest by making payments each month in the sum of U.S. \$ 678.99

("monthly payments").  
I will make my monthly payments on the Fifteenth day of each month beginning on September 15, 1998

I will make monthly payments every month until I have paid all of the principal and interest and any other fees or charges, described below, that I may owe under this Note. If, on August 15, 2028 any sum still remains unpaid, I will pay what I owe in full on that date. All monthly payments received by Note Holder shall be applied first to accrued interest and the remainder, if any, to the principal.

If I owe the Note Holder any late charges, or other fees or charges ("other charges"), they will be payable upon demand of the Note Holder. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to the Note Holder in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Note Holder, subject to applicable law.

I will make my monthly payments at P.O. Box 1058, Newark, NJ 07101-1058

or at a different address if required by the Note Holder.

## 4. BORROWER'S FAILURE TO PAY AS REQUIRED

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will promptly pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my full monthly payment. I will pay this late charge only once on any late monthly payment.

## (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

PENNSYLVANIA NOTE (ACTUARIAL) (9608)  
M001-1PA

Original - File

Page 1 of 3



0104005574NTE

PLAINTIFF'S  
EXHIBIT

C

ALL-STATE® INTERNATIONAL

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver by Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees, foreclosure fees and court costs.

**(F) Check Collection Charges**

If I present the Note Holder with a check, negotiable order of withdrawal, share draft or other instrument in payment that is returned or dishonored for any reason, I will pay a check collection charge to the Note Holder. The amount of the charge will not be greater than U.S. \$ 15.00

**5. THIS NOTE SECURED BY A SECURITY INSTRUMENT**

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), on real property (the "Property") described in the Security Instrument and dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. The Security Instrument describes how and under what conditions I may also be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE**

Subject to the application of payments described in Section 3, I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount.

If the original principal amount of this loan is \$50,000 or less, I may make a full prepayment or a partial prepayment without paying any penalty. However, if the original principal amount of this Note exceeds \$50,000, and, if within the first 60 months from the date of this loan, I make any prepayment(s) within any 12 month period whose total amount exceeds 20 percent of the original principal amount of this loan, I will pay a prepayment charge equal to six months' interest on the amount by which the total of my prepayment(s) within that 12 month period exceeds 20 percent of the original principal amount of this loan.

**7. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else, also waives these rights. These persons are known as "guarantors," "sureties" and "endorsers."

#### 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail addressed to me at the Property Address described in the Security Instrument. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

#### 9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note. This Note is intended by Lender and me as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in a writing signed by me and the Note Holder. This Note benefits Lender, its successors and assigns, and binds me and my heirs, personal representatives and assigns.

#### 10. APPLICABLE LAW

This Note shall be governed by the laws of the State of Pennsylvania. If a law which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

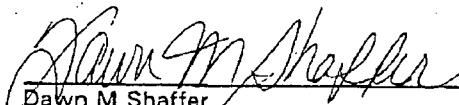
#### 11. BORROWER'S COPY

I hereby acknowledge receipt of a filled-in copy of this Note.

  
Byron G Shaffer

(Seal)

-Borrower

  
Dawn M Shaffer

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

(Sign Original Note Only)

Pay to the order of:

TMS Mortgage Inc., dba The Money Store

By \_\_\_\_\_

**Allonge**

BRYON SHAFFER  
140 EAST LONG AVENUE  
DU BOIS, PA 15801  
08/11/1998 - \$80,750.00

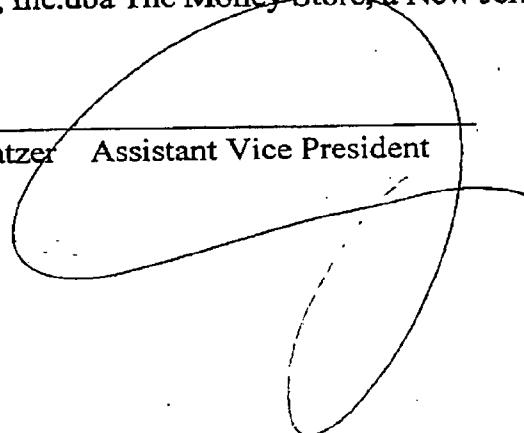
Pay to the Order of :

without recourse,

TMS Mortgage, Inc. dba The Money Store, a New Jersey Corporation

BY :

Jenice Katzer Assistant Vice President

A handwritten signature in black ink, appearing to read "Jenice Katzer", is written over a large, roughly circular, open loop. The loop is centered on the line where the name is typed. The signature is fluid and cursive, with a distinct flourish at the end.

**DESCRIPTION**

ALL THAT CERTAIN lot, piece or parcel of ground, Situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEING known as Lot No. 92 in the James E. Long's Addition to the City of DuBois, and being 50 feet wide on East Long Avenue and extending back 150 feet to an alley, and bounded on the North by East Long Avenue; on the South by an alley; on the East by Lot No. 93 of the same plot; and on the West by Lot No. 91 of the same plot. Said lot being 50 feet by 150 feet, and containing 7500 square feet of ground.

Tax Parcel # 7.2-004-000-00829



Date: December 13, 1999

## ACT 91 NOTICE

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



**HOMEOWNER'S NAME(S):** Bryon G. and Dawn M. Shaffer

**PROPERTY ADDRESS:** 140 East Long Avenue, DuBois, PA 15801

**LOAN ACCT. NO.** 104005574

**ORIGINAL LENDER:** TMS Mortgage Inc., dba The Money Store

**CURRENT LENDER/SERVICER:** The Bank of New York as Indenture Trustee for The Money Store Trust 1998-C

#### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE**--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT," EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES**--If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender **immediately** of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE**--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO, OR  
IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS  
LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME  
IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL  
BE DENIED.**

**AGENCY ACTION**--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF  
A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS  
NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD  
NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.  
(If you have filed bankruptcy, you can still apply for Emergency Mortgage  
Assistance.)**

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date):**

**NATURE OF THE DEFAULT**--The MORTGAGE debt held by the above lender on your property located at:

**140 East Long Avenue, DuBois, PA 15801**

**IS SERIOUSLY IN DEFAULT** because:

A. **YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due:

MONTH	AMOUNT
August 15, 1999	\$678.99
September 15, 1999	\$678.99
October 15, 1999	\$678.99
November 15, 1999	\$678.99
<b>SUBTOTAL</b>	<b>\$2,715.96</b>
Late Charges	\$135.80
NSF Charges	\$15.00
Other Charges	\$20.00
<b>TOTAL AMOUNT PAST DUE</b>	<b>\$2,886.76</b>

**HOW TO CURE THE DEFAULT**--You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,886.76(TOTAL AMOUNT DUE) PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**TMS Mortgage Inc., dba The Money Store  
4111 South Darlington, Suite 800, Tulsa, OK 74135  
Phone: (888) 791-2070  
Fax: (918) 280-2719**

**IF YOU DO NOT CURE THE DEFAULT**--If you do not cure the default within THIRTY (30)

DAY~~S~~ of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON**--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES**--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender:	TMS Mortgage Inc., dba The Money Store
Address:	4111 South Darlington, Suite 800, Tulsa, OK 74135
Phone Number:	(888) 791-2070
Fax Number:	(918) 280-2719
Contact Person:	Don McAdams, Litigation Officer

**EFFECT OF SHERIFF'S SALE**-- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE**-- You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

## **CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

### **CLEARFIELD COUNTY**

---

Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (724) 465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS of Northeastern PA  
1631 S Atherton St  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

---

Consumer Credit Counseling Agency

Notification To:

Date: \_\_\_\_\_

Name of Mortgagee: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

\_\_\_\_\_ Name of Applicant

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Mortgage Loan Number

Address of property on which mortgage is in default,  
if different from above.

The counseling agency met with the above named applicant on \_\_\_\_\_,

Date

who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification of intention to foreclose from

\_\_\_\_\_

\_\_\_\_\_ Name and Address of Mortgagee

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30-day forbearance period as provided by law, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has

indicated as also having a mortgage on the property identified above.

3. It is our understanding that the 30 day forbearance period in which we are now in ends on \_\_\_\_\_.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

Name of Counseling Agency: \_\_\_\_\_

Signer and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

---



FILED

100-1000  
FEB 04 2000

William A. Shaw  
Prothonotary

Atty. Caplon  
Pd \$80.00

Acc Sheriff's Service

MARTIN S. WEISBERG

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE BANK OF NEW YORK, TRUSTEE  
VS  
SHAFFER, BRYON G.

00-143-CD

FILED

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

(MAR 02 2000

113 '05

William A. Shaw

Prothonotary

NOW FEBRUARY 7, 2000 AT 4:40 PM EST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON BRYON G. SHAFFER,  
DEFENDANT AT RESIDENCE, 140 E. LONG AVE., DUBOIS, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO BRYON SHAFFER A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SNYDER.

NOW FEBRUARY 7, 2000 AT 4:40 PM EST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON DAWN M. SHAFFER,  
DEFENDANT AT RESIDENCE, 140 E. LONG AVE., DUBOIS, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO BRYON SHAFFER, HUSBAND A  
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SNYDER.

33.88 SHFF. HAWKINS PAID BY: ATTY.  
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

2nd / 1 DAY OF February 2000  
William A. Shaw

SO ANSWERS,

*Chester A. Hawkins*  
*by Marilyn Hamm*

CHESTER A. HAWKINS  
SHERIFF

WILLIAM A. SHAW,  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

 COPY

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-143-CD  
Bank of New York  
Vs.  
Byron G. Shaffer and Dawn M. Shaffer

**FILED**  
NOV 10 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

A handwritten signature in black ink that reads "David S. Meholic".

David S. Meholic  
Court Administrator



**OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-143-CD  
Bank of New York  
Vs.  
Bryon G. Shaffer and Dawn M. Shaffer

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

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David S. Meholic  
Court Administrator

00-143-c

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

FILED

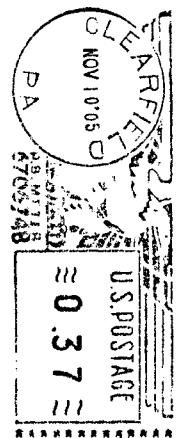
NOV 16 2005

William A. Shaw  
Prothonotary/Clerk of Courts

BY  
Bryon G. Shaffer  
Dawn M. S.  
140 East A  
DuBois, F C  
S

INSUFFICIENT ADDRESS  
 ATTEMPTED NOT KNOWN  
 NO SUCH NUMBER/STREET  
 NOT DELIVERABLE AS ADDRESSED  
 UNABLE TO FORWARD

RTS  
RETURN TO SENDER





**OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

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Bank of New York  
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David S. Meholic  
Court Administrator

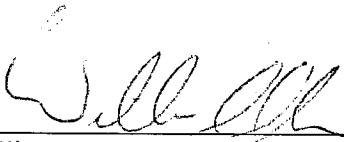
In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

In Re: Inactive Case Dismissal

06-01-MD

I, William A. Shaw, hereby certify that notice of termination for the following inactive cases was published in the Clearfield County Legal Journal January 27, 2006, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

  
William A. Shaw, Prothonotary

FILED

MAY 04 2006

William A. Shaw  
Prothonotary/Clerk of Courts

In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

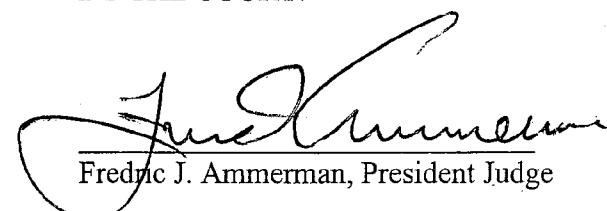
In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3<sup>rd</sup> day of May, 2006, the Court hereby directs the  
Prothonotary to terminate the following cases for inactivity, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

BY THE COURT:

  
Fredric J. Ammerman, President Judge

FILED  
109-18761  
MAY 04 2006  
cc: CJA  
cc: mss  
J Ford, Ireland, Budella  
William A. Shaw  
Prothonotary/Clerk of Courts