

00-297-CD -  
BANK ONE TRUST COMPANY, N.A. - vs - JEANETTE M. RALSTON

FILED

REC MAR 8 2000  
10:33 AM  
William A. Shaw  
Prothonotary  
FBI  
80.00

FEDERMAN AND PHELAN  
Suite 900  
Two Penn Center Plaza  
Philadelphia, PA 19102  
(215) 563-7000

cc. Shuriff

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
TWO PENN CENTER PLAZA, SUITE 900  
PHILADELPHIA, PA 19102  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

① BANK ONE TRUST COMPANY, N.A.,  
AS TRUSTEE IN TRUST FOR THE REGISTERED  
HOLDERS OF DELTA FUNDING HOME  
EQUITY LOAN ASSET-BACKED CERTIFICATES,  
SERIES 1999-2, C/O DELTA FUNDING  
CORPORATION AS SERVICING AGENT  
99 SUNNYSIDE BOULEVARD  
WOODBURY, NY 11797-2921

TERM

Plaintiff  
v.

NO. 00-297-CO

② JEANETTE M. RALSTON <sup>51</sup>  
P.O. BOX 89, ROUTE 322  
WEST DECATUR, PA 16878

CLEARFIELD COUNTY

Defendant(s)

FILED

MAR 08 2000

William A. Shaw  
Prothonotary

NOTICE

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

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

1. Plaintiff is

BANK ONE TRUST COMPANY, N.A. ,  
AS TRUSTEE IN TRUST FOR THE REGISTERED  
HOLDERS OF DELTA FUNDING HOME  
EQUITY LOAN ASSET-BACKED CERTIFICATES,  
SERIES 1999-2, C/O DELTA FUNDING  
CORPORATION AS SERVICING AGENT  
99 SUNNYSIDE BOULEVARD  
WOODBURY, NY 11797-2921

2. The name(s) and last known address(es) of the Defendant(s) are:

JEANETTE M. RALSTON  
P.O. BOX 89, ROUTE 322  
WEST DECATUR, PA 16878

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 8/17/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to DELTA FUNDING CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No. 199913839. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 9/23/99 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$36,800.00
Interest	1,869.48
8/23/99 through 2/1/00	
(Per Diem \$11.54)	
Attorney's Fees	800.00
Cumulative Late Charges	0.00
8/17/99 to 2/1/00	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	40,019.48
Escrow	
Credit	0.00
Deficit	<u>211.50</u>
Subtotal	<u>211.50</u>
TOTAL	\$40,230.98

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."

9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:

- Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
- Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$40,230.98, together with interest from 2/1/00 at the rate of \$11.54 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.



/s/ Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Date: 12/10/99

# 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 INMEDIATAMENTE LLAMANDO A 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): Jeanette M. Ralston

PROPERTY ADDRESS: P.O. Box 89 Rt. 322  
W. Decatur, PA 16878

LOAN ACCT. NO.: 3710035233

ORIGINAL LENDER:

CURRENT LENDER/SERVICER: DELTA FUNDING CORPORATION

EXHIBIT A

**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 agency 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.**

**EXHIBIT A**

**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: P.O. Box 89 Rt. 322 W. Decatur, PA 16878 3710035233

IS SERIOUSLY IN DEFAULT because:

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

9/23/99	\$358.55
10/23/99	\$358.55
11/23/99	\$358.55

Other charges (explain/itemize):

Corporate Advances:	\$0.00
Fee Bills:	\$0.00
Escrow Payments Advanced by Servicer:	\$0.00
Late Charges Due:	\$53.79
Late Charges Deferred:	\$0.00
NSF Charges Due:	\$0.00
NSF Charges Deferred:	\$0.00
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$1129.44</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

**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 \$<total\_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:

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

**EXHIBIT A**

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: Delta Funding Corporation

Address: 1000 Woodbury Road, Woodbury, NY 11797

Phone Number: 1-877-343-9898

Fax Number: 1-516-393-8336

Contact Person: Barry Bent

**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.

**EXHIBIT A**

**ASSUMPTION OF MORTGAGE** -- You        may or XX may not (CHECK ONE) 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.

**EXHIBIT A**

**Pennsylvania Housing Finance Agency  
Homeowner's Emergency Mortgage Assistance Program  
Consumer Credit Counseling Agencies**  
(Rev. 5/99)

**CHESTER COUNTY**

Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
(215) 765-1221  
FAX (215) 765-1427

Budget Counseling Center  
247 North Fifth Street  
Reading, PA 19601  
(610) 375-7866  
FAX (215) 375-7830

HACE  
167 W. Allegheny Ave, 2nd fl.  
Philadelphia, PA 19140  
(215) 426-8025  
FAX (215) 426-9122

Media Fellowship House  
302 S. Jackson Street  
Media, PA 19063  
(610) 565-0846  
FAX (610) 565-8567

Tabor Community Services, Inc.  
439 E. King Street  
Lancaster, PA 17602  
(717) 397-5182 OR 1 (800) 788-5062 (H. O. only)  
FAX (717) 399-4127

American Red Cross of Chester  
1729 Edgemont Avenue  
Chester, PA 19013  
(610) 874-1484

845 Coates St  
Coatesville, PA 19320  
(888) 212-6741

Northwest Counseling Services  
5001 N Broad Street  
Philadelphia, PA 19141  
(215) 324-7500  
FAX (215) 324-8753

CCCS of Delaware Valley  
1515 Market Street, Suite 1325  
Philadelphia, PA 19107  
(215) 563-5665  
FAX (215) 563-7020

Community Housing Counseling Inc  
P. O. Box 244  
Kennett Square, PA 19348  
(610) 444-3682  
FAX (610) 444-8243

Phila Council For Community Adv.  
100 North 17th Street Suite 600  
Philadelphia, PA 19103  
(215) 567-7803  
FAX (215) 963-9941

Community Devel. Corp of Frankford  
Group Ministry  
4620 Griscom Street  
Philadelphia, PA 19124  
(215) 744-2990  
FAX (215) 744-2012

CCCS of Delaware Valley  
Marshall Building  
790 E Market St, Suite 215  
West Chester, PA 19382  
(215) 563-5665

**American Credit Counseling Institute**

144 E Dekalb Pike  
King of Prussia, PA 19406  
(610) 971-2210  
FAX (610) 265-4814

755 York Rd, Suite 103  
Warminster, PA 18974  
(215) 444-9429  
FAX (215) 956-6344

**CLARION COUNTY**

CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
(412) 282-7812

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

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

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

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

**EXHIBITA**

LEGAL DESCRIPTION: ALL THAT CERTAIN PIECE OR PARCEL OF LAND LOCATED, LYING AND BEING IN BOGGS TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A FENCE POST (S 31° 21' W) A DISTANCE OF (92.55) FEET FROM THE RIGHT-OF-WAY LINE OF PA ROUTE 322, SOUTH SIDE OF THE HIGHWAY AND THE PROPERTY CORNER OF JOHN FETCENKO, SOUTH THIRTY-ONE DEGREES, TWENTY-ONE MINUTES WEST (S 31° 21' W) A DISTANCE OF TWO HUNDRED THIRTEEN FEET (213') TO AN IRON PIN ON THE EDGE OF LAUREL RUN; THENCE ALONG SAID CREEK SOUTH FORTY-NINE DEGREES, SEVENTEEN MINUTES EAST (S 49° 17' E) A DISTANCE OF EIGHTY-THREE AND SEVEN HUNDREDTHS FEET (83.07') TO AN IRON PIN; THENCE ALONG EDGE OF CREEK SOUTH TWENTY-EIGHT DEGREES, THIRTEEN MINUTES EAST (S 28° 13' E) A DISTANCE OF ONE HUNDRED TWENTY-FIVE AND THREE HUNDREDTHS FEET (125.03') TO AN IRON PIN; THENCE ALONG EDGE OF SAID CREEK SOUTH FORTY-THREE DEGREES, THIRTY-TWO MINUTES EAST (S 43° 32' E) A DISTANCE OF ONE HUNDRED EIGHTY-SIX AND NINETY HUNDREDTHS FEET (186.90') TO AN IRON PIN; THENCE ALONG SAID CREEK SOUTH SIXTY-ONE DEGREES

NO MINUTES EAST (S 61° 00' E) A DISTANCE OF THIRTY-EIGHT AND EIGHTEEN HUNDREDTHS FEET (38.18') TO AN IRON PIN; THENCE ALONG THE EDGE OF SAID CREEK NORTH EIGHTY-ONE DEGREES, FORTY-FOUR MINUTES EAST (N 81° 44' E) A DISTANCE OF THIRTY-EIGHT AND FIFTY-SIX HUNDREDTHS FEET (38.56') TO AN IRON PIN; THENCE ALONG LANDS OF MARIE KISTLER AND JOHN FETCENKO, NORTH NO DEGREES, FIVE MINUTES WEST (N 0° 05' W) A DISTANCE OF FOUR HUNDRED TWENTY-NINE AND SEVENTY-ONE HUNDREDTHS FEET (429.71') TO AN IRON PIN CORNER OF JOHN FETCENKO; THENCE ALONG LAND OF JOHN FETCENKO, NORTH SEVENTY-TWO DEGREES FIFTY-SIX MINUTES WEST (N 72° 56' W) A DISTANCE OF ONE HUNDRED SEVENTY FEET (170.0') TO AN IRON PIN AND CORNER OF JOHN FETCENKO; THENCE ALONG SAME LINE NORTH SEVENTY-TWO DEGREES, FIFTY-SIX MINUTES WEST (N 72° 56' W) A DISTANCE OF FIFTY AND SIXTY HUNDREDTHS FEET (50.60') TO A FENCE POST AND CORNER OF ROBERT AND JEANETTE RALSTON AND MARIE KISTLER AND PLACE OF BEGINNING.

CONTAINING 2.1 ACRES.

BEING KNOWN AND DESIGNATED AS TAX PARCEL NO. 105-11-101 AND/OR 0-30567.

**PREMISES:**

**P.O. BOX 89, RT. 322**

VERIFICATION

Phyllis R. Edwards hereby states that she is Vice President of Delta Funding Corporation, the mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

DELTA FUNDING

CORPORATION

*Phyllis R. Edwards*

Phyllis R. Edwards

Vice President

Sworn to and subscribed before me this 25 day

of February, 1999 2000

*Beth Birnbaum*

Notary Public

BETH F. BIRNBAUM  
Notary Public, State of New York  
No. 01B16001700  
Qualified in Nassau County  
Commission Expires 1/20/00

My commission expires: 1/20/00

FRANK FEDERMAN

(2)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK ONE TRUST COMPANY  
VS  
RALSTON, JEANETTE M.

00-297-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW MARCH 17, 2000 AT 12:30 PM EST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON JEANETTE M. RALSTON,  
DEFENDANT AT RESIDENCE P.O. BOX 89, RT. 322, WEST DECATUR,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JANETTE M.  
RALSTON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT  
IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS  
THEREOF.

SERVED BY: NEVLING

30.10 SHFF. HAWKINS PAID BY: ATTY  
10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

24th DAY OF March 2000  
William A. Shaw

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

SO ANSWERS,

*Chester A. Hawkins*  
*by Marilynn H. Hause*

CHESTER A. HAWKINS  
SHERIFF

FILED

MAR 24 2000

01/16/2001

William A. Shaw

Prothonotary

*JKS*

**FEDERMAN AND PHELAN**  
By: FRANK FEDERMAN, ESQUIRE  
Atty. I.D. No. 12248  
Two Penn Center Plaza, Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

BANK ONE TRUST COMPANY, N.A.  
AS TRUSTEE IN TRUST FOR THE REGISTERED  
HOLDERS OF DELTA FUNDING HOME  
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SERIES 1999-2, C/O DELTA FUNDING  
CORPORATION AS SERVICING AGENT  
99 SUNNYSIDE BOULEVARD  
WOODBURY, NY 11797-2921

v.

NO: 00-297-CO

JEANETTE M. RALSTON  
P.O. BOX 89, ROUTE 322  
WEST DECATUR, PA 16878

CLEARFIELD COUNTY

**PRAECIPE FOR VOLUNTARY SUBSTITUTION OF PARTY PLAINTIFF**  
**PURSUANT TO Pa.R.C.P., RULE 2352**

TO THE PROTHONOTARY:

Pursuant to Pa.R.C.P., Rule 2352, please substitute "DELTA FUNDING  
CORPORATION" as Plaintiff in the captioned action for "BANK ONE TRUST COMPANY,  
N.A. AS TRUSTEE IN TRUST FOR THE REGISTERED HOLDERS OF DELTA FUNDING HOME  
EQUITY LAON ASSET-BACKED CERTIFICATES, SERIES 1999-2, C/O DELTA FUNDING  
CORPORATION AS SERVICING AGENT" who is the current Plaintiff herein.

The material facts on which the right of succession and substitution are  
based are as follows:

"DELTA FUNDING CORPORATION" is the current holder of  
the mortgage by virtue of that certain Mortgage dated  
August 17, 1999 and recorded August 23, 1999 in  
Mortgage Book 1999, Page 13839.

Respectfully submitted,

**FEDERMAN & PHELAN**

  
Frank Federman, Esquire  
Attorney for Plaintiff

Dated: April 7, 2000

**FILED**

APR 14 2000

William A. Shaw  
Prothonotary

# ***FEDERMAN AND PHELAN***

By: Frank Federman, Esquire  
Atty. I.D. No.: 12248  
Two Penn Center Plaza, Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Bank One Trust Company, N.A., as Trustee In Trust  
for The Registered Holders of Delta Funding Home Equity  
Loan Asset-Backed Certificates, Series 1999-2, c/o Delta Funding  
Corporation as Servicing Agent

v.

Jeanette M. Ralston

Clearfield County  
Court of Common Pleas  
Civil Division

No. 00-297-CD

## **PRAECIPE**

TO THE PROTHONOTARY:

A. Plaintiff hereby withdraws the complaint filed in this matter. Please mark this case discontinued and ended without prejudice.

B. Please mark this case settled, discontinued and ended.

10.27.00  
Date

*Frank Federman*

Frank Federman  
Attorney for Plaintiff

**FILED**

NOV 01 2000  
m/4/00/las  
William A. Show  
Prothonotary  
no c/c.  
Copy to  
CIA

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

BANK ONE TRUST COMPANY, N.A. as t/i/t  
Plaintiff(s)

vs.

No. 00-297-CD

JEANETTE M. RALSTON  
Defendant(s)

CERTIFICATE OF DISCONTINUANCE

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

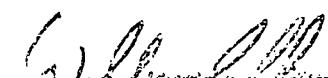
I, WILLIAM A. SHAW, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was this day, the 1st of NOV. A.D. 20 00, marked:

DISCONTINUED and ENDED w/o PREJUDICE

Record costs in the sum of \$120.10 have been paid in full by

Atty Federman

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of Nov. A.D. 2000.



Prothonotary



Date: 11/06/2000

**Clearfield County Court of Common Pleas**  
**Receipt**

NO. 0050776

Time: 09:21 AM

Page 1 of 1

Received of: Federman (attorney for Registered Holders of Delt \$ 0.00

Zero and 00/100 Dollars

Case: 2000-00297-CD	Plaintiff: Bank One Trust Company, N.A.	Amount
Civil Complaint		0.00
Paid Prior to FullCourt		
<b>Total:</b>		<b>0.00</b>

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

By: \_\_\_\_\_  
Clerk: OLDCASE Deputy Clerk