

00-552-CD  
BANKERS TRUST COMPANY et al -vs- PATRICK JOHNSON et al

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

(b) BANKERS TRUST COMPANY, AS TRUSTEE  
OF AMRESCO RESIDENTIAL SECURITIES  
CORPORATION MORTGAGE LOAN TRUST 1998-1,  
UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF 2/1/98  
725 NORTH REGIONAL ROAD  
GREENSBORO, NC 27409

Plaintiff

v.

TERM

NO. 00-552-CO

CLEARFIELD COUNTY

(b) PATRICK JOHNSON 73-216  
TINA JOHNSON 93-617  
130 LOEB AVENUE  
DUBOIS, PA 15801

Defendant(s)

**CIVIL ACTION - LAW**  
**MORTGAGE FORECLOSURE**  
**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

**FILED**

**MAY 11 2000**

William A. Shaw  
Prothonotary

1. Plaintiff is

BANKERS TRUST COMPANY, AS TRUSTEE  
OF AMRESCO RESIDENTIAL SECURITIES  
CORPORATION MORTGAGE LOAN TRUST 1998-1,  
UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF 2/1/98  
725 NORTH REGIONAL ROAD  
GREENSBORO, NC 27409

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

PATRICK JOHNSON  
TINA JOHNSON  
130 LOEB AVENUE  
DUBOIS, PA 15801

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

3. On 10/25/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1885, Page 348.
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 12/1/99 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	\$27,716.11
Interest	1,428.80
11/1/99 through 4/1/00	
(Per Diem \$9.40)	
Attorney's Fees	800.00
Cumulative Late Charges	218.25
10/25/97 to 4/1/00	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	30,713.16
Escrow	
Credit	0.00
Deficit	<u>280.00</u>
Subtotal	<u>280.00</u>
TOTAL	\$ 30,993.16

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:

(i.) 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

(ii.) 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 \$ 30,993.16, together with interest from 4/1/00 at the rate of \$9.40 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

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
2224335	03/06/00	CO091	034	743	Act 91, certified, property	04/28/

THIS NOTICE IS SENT IN AN ATTEMPT TO  
COLLECT A DEBT. INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.

March 06, 2000

\*\* ACT 91 NOTICE \*\*  
\*\* TAKE ACTION \*\*  
\*\* TO SAVE YOUR \*\*  
\*\* HOME FROM \*\*  
\*\* FORECLOSURE \*\*

Patrick Johnson  
Tina Johnson  
130 Loeb Avenue,  
Dubois PA 15801

Loan Service Number: 2224335

PF: 1 SC F

EXHIBIT A

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
2224335	03/06/00	CO091	034	743	Act 91, certified, property	04/28/

Borrower(s): Patrick Johnson, Tina Johnson,  
Premises: 130 Loeb Avenue,, Dubois PA 15801

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.

**NATURE OF THE DEFAULT:** The mortgage debt we service for your lender for the property listed above IS SERIOUSLY IN DEFAULT. The total amount due is as follows:

Monthly payments due from 12-01-99 to the present:	1,180.88
Accumulated late payment charges:	159.21
Non-Sufficient funds charges:	.00
Advances for taxes, insurance or legal fees:	305.00
Credit for funds in suspense:	.00
<b>TOTAL AMOUNT DUE:</b>	<b>\$ 1,645.09</b>

**HOW TO CURE THE DEFAULT:** You may cure the default before 04-05-00 by paying the total amount past due which is currently \$ 1,645.09

PF: 1 SC F 2 SC B

EXHIBIT A

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
2224335	03/06/00	CO091	034	743	Act 91, certified, property	04/28/

PLUS any additional mortgage payments, late charges, or other fees which become due between 03-06-00 and 04-05-00. Although you will continue to receive monthly billing statements, DO NOT RELY on the amount

DO NOT RELY

stated as due or the due date. This acceleration supercedes any and all communications. You should call our office at 1-800-436-1022 prior to sending funds to verify the total amount due. Payment must be made by cashier's check, certified check, or money order and should be sent to:

Wendover; P.O. Box 70808; Charlotte, NC 28272-0808

Be sure to write your service/loan number on your check.

.....  
AVISO IMPORTANTE PARA LAS PERSONAS QUE HABLAN ESPANOL  
(Important notice for Spanish speaking persons)

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 ESTA

PF: 1 SC F 2 SC B

EXHIBIT A

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
2224335	03/06/00	CO091	034	743	Act 91, certified, property	04/28/

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.

CO091/WF743

PF: 2 SC B

EXHIBIT A

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
2224335	03/06/00	CO092	033	743	Act 91, certified, mailing	04/28/

THIS NOTICE IS SENT IN AN ATTEMPT TO  
COLLECT A DEBT. INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.

March 06, 2000

\*\* A C T 9 1 N O T I C E \*\*  
\*\* T A K E A C T I O N \*\*  
\*\* T O S A V E Y O U R \*\*  
\*\* H O M E F R O M \*\*  
\*\* F O R E C L O S U R E \*\*

Patrick Johnson  
Tina Johnson  
130 Loeb Avenue  
Dubois, PA 15801

PF: 1 SC F

EXHIBIT A

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
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Premises: 130 Loeb Avenue,, Dubois PA 15801

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PF: 1 SC F 2 SC B

**EXHIBIT A**

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2224335	03/06/00	CO092	033	743	Act 91, certified, mailing	04/28/

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PLUS any additional mortgage payments, late charges, or other fees which  
become due between 03-06-00 and 04-05-00. Although you will continue  
to receive monthly billing statements, DO NOT RELY on the amount

DO NOT RELY

stated as due or the due date. This acceleration letter supercedes  
any and all other communications. You should call our office at our  
1-800-436-1022 prior to sending funds to verify the total amount due.  
Payment must be made by cashier's check, certified check, or money  
order and should be sent to:

Wendover; P.O. Box 70808; Charlotte, NC 28272-0808

Be sure to write your service/loan number on your check or money order.

.....  
AVISO IMPORTANTE PARA LAS PERSONAS QUE HABLAN ESPANOL  
(Important notice for Spanish speaking persons)

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU  
DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO

PF: 1 SC F 2 SC B

EXHIBITA

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
2224335	03/06/00	CO092	033	743	Act 91, certified, mailing	04/28/

DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE 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.

CO092/WF743

PF: 2 SC B

EXHIBIT A

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
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CO092/WF743

PF: 2 SC B

**EXHIBITA**

DATED: \_\_\_\_/\_\_\_\_/\_\_\_\_

# \*\* 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 1-717-780-1869)

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.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE DELINQUENCY INFORMATION AT THE BEGINNING 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.)

### Aviso Importante para las Personas que Hablan Espanol (Important notice for Spanish speaking persons)

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 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.

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

EXHIBIT A

- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY ("PHFA").

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.

NOTE: 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.

NATURE OF THE DEFAULT - The MORTGAGE debt we service on behalf of your lender IS SERIOUSLY IN DEFAULT. The total amount due and the property address are listed on the first page of this notice.

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, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. The current total due is listed on page one of this notice. Payments must be made in CERTIFIED FUNDS (either by cashier's check, certified check or money order) made payable and sent to:

Wendover, P.O. Box 70808; Charlotte, NC 28272-0808.

Be sure to write your loan service number on your check or money order.

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 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 WENDOVER

Mailing Address: P.O. Box 26954; Greensboro, NC 27419-6954  
Overnight Mail Address: 725 North Regional Road; Greensboro, NC 27409  
Address for payments only: P.O. Box 70808; Charlotte, NC 28272-0808  
Phone Number: 1-800-436-1022  
Fax Number: 1-336-668-2943

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 - Your loan documents may give you the ability to 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. Call our Customer Service Department at 1-800-436-4008 if you have someone interested in assuming your loan. They will verify if you have that ability.

#### 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**



All those certain pieces or parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, known in the Loeb Bros. Addition #2 to the City of DuBois, as recorded in Miscellaneous Book "T", page 388, as lots number 31, 32, 33 and 34, Section "A", and bounded and described as follows:

On the North by Loeb Avenue;  
on the East by lot Number 35;  
on the South by Phoenix Alley;  
and on the West by an alley.

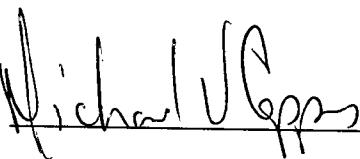
Tax I.D. # 128-B04-429-36 and 128-B04-429-34.

Known as 130 Loeb Avenue, DuBois PA 15801.

BEING the same property that Eva Marie Bordynoski, widow, by her deed dated September 25, 1979 and recorded October 10, 1979 in the Recorder's Office of Clearfield County, Pennsylvania, at Deed Book Volume 788, page 273, granted and conveyed to Edward A. Johnson and Roberta J. Johnson, husband and wife.

VERIFICATION

MICHAEL V. CAPPS hereby states that he is VICE PRESIDENT of WENDOVER FINANCIAL SERVICES mortgage servicing agent for Plaintiff in this matter, that he 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 his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



DATE: 5/9/00

REC'D  
JULY 11 1968  
William A. Shaw  
Prothonotary  
Dec 1968

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
Two Penn Center Plaza - Suite 900  
Philadelphia, PA 19102  
(215) 563-7000

Attorney for Plaintiff

**BANKERS TRUST COMPANY, AS  
TRUSTEE OF AMRESCO  
RESIDENTIAL SECURITIES  
CORPORATION MORTGAGE LOAN  
TRUST 1998-1, UNDER THE POOLING  
AND SERVICING AGREEMENT  
DATED AS OF 2/1/98  
725 NORTH REGIONAL ROAD  
GREENSBORO, NC 27409**

**Plaintiff**

vs.  
**PATRICK JOHNSON**  
**TINA JOHNSON**  
**130 LOEB AVENUE**  
**DUBOIS, PA 15801**

**Defendant(s)**

: CLEARFIELD COUNTY  
:  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 00-552-CD  
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# PRAEICE FOR JUDGMENT FOR FAILURE TO ANSWER AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against PATRICK JOHNSON and TINA JOHNSON, Defendant(s), for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint  
Interest 4/1/00 TO 6/29/00  
TOTAL

\$30,993.16  
\$846.00  
\$31,839.16

FILED

JUN 30 2000  
Mo/11:30 AM  
William A. Shaw  
is shown above  
Prothonotary PN  
20-

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached. *William A. Shaw  
Prothonotary* *pn* *7c-*

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

**DAMAGES ARE HEREBY ASSESSED AS INDICATED.**

DATE: June 3

## PRO PROTHY

**\*\*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 CORRESPONDANCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\***

FEDERMAN AND PHELAN  
Frank Federman, Esquire  
Identification No. 12248  
Two Penn Center Plaza  
Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

BANKERS TRUST COMPANY, AS : COURT OF COMMON PLEAS  
TRUSTEE OF AMRESCO RESIDENTIAL : CIVIL DIVISION  
SECURITIES CORPORATION : CLEARFIELD COUNTY  
MORTGAGE LOAN TRUST 1998-1, : NO. 00-552-CD  
UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS  
OF 2/1/98  
Plaintiff

vs.

PATRICK JOHNSON  
TINA JOHNSON  
Defendant(s)

TO: PATRICK JOHNSON  
13 LOEB AVENUE  
DUBOIS, PA 15801

DATE OF NOTICE: JUNE 14, 2000

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

**IMPORTANT NOTICE**

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

**FILE COPY**

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

---

Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
Frank Federman, Esquire  
Identification No. 12248  
Two Penn Center Plaza  
Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

BANKERS TRUST COMPANY, AS : COURT OF COMMON PLEAS  
TRUSTEE OF AMRESCO RESIDENTIAL : CIVIL DIVISION  
SECURITIES CORPORATION : CLEARFIELD COUNTY  
MORTGAGE LOAN TRUST 1998-1, :  
UNDER THE POOLING AND :  
SERVICING AGREEMENT DATED AS : NO. 00-552-CD  
OF 2/1/98  
Plaintiff

vs.

PATRICK JOHNSON  
TINA JOHNSON  
Defendant

TO: TINA JOHNSON  
13 LOEB AVENUE  
DUBOIS, PA 15801

DATE OF NOTICE: JUNE 14, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.  
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE  
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED  
FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY  
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS  
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A  
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY!

FILE COPY

IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office 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

Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
Two Penn Center Plaza - Suite 900  
Philadelphia, PA 19102  
(215) 563-7000

Attorney for Plaintiff

**BANKERS TRUST COMPANY, AS  
TRUSTEE OF AMRESCO  
RESIDENTIAL SECURITIES  
CORPORATION MORTGAGE LOAN  
TRUST 1998-1, UNDER THE POOLING  
AND SERVICING AGREEMENT  
DATED AS OF 2/1/98  
725 NORTH REGIONAL ROAD  
GREENSBORO, NC 27409**

**Plaintiff**

VS.

**PATRICK JOHNSON  
TINA JOHNSON  
130 LOEB AVENUE  
DUBOIS, PA 15801**

**Defendant(s)**

## CERTIFICATION

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

- ( ) an FHA mortgage
- ( ) non-owner occupied
- ( ) vacant
- ( ) Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Frank Redenow

FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

FEDERMAN and PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
Suite 900  
Two Penn Center Plaza  
Philadelphia, PA 19102  
(215) 563-7000

Attorney for Plaintiff

**BANKERS TRUST COMPANY, AS  
TRUSTEE OF AMRESCO  
RESIDENTIAL SECURITIES  
CORPORATION MORTGAGE LOAN  
TRUST 1998-1, UNDER THE POOLING  
AND SERVICING AGREEMENT  
DATED AS OF 2/1/98**

Plaintiff

vs.

**PATRICK JOHNSON  
TINA JOHNSON**

Defendant(s)

: CLEARFIELD COUNTY  
:  
: Court of Common Pleas  
:  
: CIVIL DIVISION  
:  
: NO. 00-552-CD  
:  
:  
:

**VERIFICATION OF NON-MILITARY SERVICE**

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended

(b) that defendant **PATRICK JOHNSON** is over 18 years of age and resides at **130 LOEB AVENUE, DUBOIS, PA 15801.**

(c) that defendant **TINA JOHNSON** is over 18 years of age, and resides at **130 LOEB AVENUE, DUBOIS, PA 15801.**

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN  
Attorney for Plaintiff

(Rule of Civil Procedure No. 236 – Revised)

**BANKERS TRUST COMPANY, AS  
TRUSTEE OF AMRESCO  
RESIDENTIAL SECURITIES  
CORPORATION MORTGAGE LOAN  
TRUST 1998-1, UNDER THE POOLING  
AND SERVICING AGREEMENT  
DATED AS OF 2/1/98**

: **CLEARFIELD COUNTY**  
:  
: **Court of Common Pleas**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 00-552-CD**

**Plaintiff**

:  
:  
:  
:

**vs.**

**PATRICK JOHNSON  
TINA JOHNSON**

**Defendant(s)**

Notice is given that a Judgment in the above captioned matter has been entered against you on  
JUNE 30, 2000.

By \_\_\_\_\_ DEPUTY

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE  
Attorney for Filing Party  
SUITE 900  
TWO PENN CENTER PLAZA  
PHILADELPHIA, PA 19102  
(215) 563-7000

**\*\*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 IS NOT  
AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY  
ENFORCEMENT OF A LIEN AGAINST PROPERTY. \*\***

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
STATEMENT OF JUDGMENT

BANKERS TRUST COMPANY, AS TRUSTEE  
OF AMRESCO RESIDENTIAL SECURITIES  
CORPORATION MORTGAGE LOAN TRUST

Plaintiff(s)

No. 00-552-CD

vs.

PATRICK JOHNSON and TINA JOHNSON

Defendant(s)

Costs \$ \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$20.00 \_\_\_\_\_

Instrument DEFAULT JUDGMENT \_\_\_\_\_

Date of Entry June 30, 2000 \_\_\_\_\_

Expires June 30, 2005 \_\_\_\_\_

Certified from the record this 30th day of June, 2000 \_\_\_\_\_

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, 20\_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

FRANK FEDERMAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANKERS TRUST COMPANY, AS  
VS  
JOHNSON, PATRICK

00-552-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW MAY 24, 2000 AT 10:03 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON TINA JOHNSON, DEFENDANT AT  
RESIDENCE 130 LOEB AVE., DUBOIS, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO TINA JOHNSON A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND  
MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCINTOSH/COUDRIET

NOW MAY 24, 2000 AT 10:03 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON PATRICK JOHNSON, DEFENDANT AT  
RESIDENCE 130 LOEB AVE., DUBOIS, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO TINA JOHNSON, WIFE A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCINTOSH/COUDRIET

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

SWORN TO BEFORE ME THIS

1st DAY OF June 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 Marly Harr*  
CHESTER A. HAWKINS  
SHERIFF

FILED

JUN 01 2000  
019:48 am  
William A. Shaw  
Prothonotary *EKB*

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183

Bankers Trust Company, as  
Trustee of Amresco  
Residential Securities  
Corporation Mortgage  
Loan Trust 1998-1  
Under the Pooling and  
Servicing Agreement Dated  
as of 2/1/98

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

vs.

No. 00-552-CD Term 19 99

73 Patrick Johnson

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

q3 Tina Johnson

To the Director of the Office of Judicial Support

Issue writ of execution in the above matter:

Amount Due \$31,839.16

Interest from 6/30/00  
To sale at 5.23 per diem \$ 40.00 cost

*Frank Federman*  
Attorney for the Plaintiff(s)

Note: Please attach description of Property.

**FILED**

AUG 31 2000

William A. Shaw  
Prothonotary

No.	00-552-CD	Term 19	E. D.
No.	.....	Term 19	99 A. D.
No.	.....	Term 19	J. D.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Bankers Trust Company, as Trustee of  
Amresco Residential Securities  
Corporation Mortgage Loan Trust 1998-  
1, Under the Pooling and Servicing  
Agreement Dated as of 2/1/98

vs.

Patrick Johnson  
Tina Johnson

---

PRAECLPTE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:

  
\_\_\_\_\_  
Attorney for Plaintiff(s)

Address:  
130 Loeb Avenue  
DuBois, PA 15801

ALL THOSE CERTAIN pieces or parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, known in the Loeb Bros. Addition #2 to the City of DuBois, as recorded in Miscellaneous Book "T", page 388, as lots number 31, 32, 33 and 34, Section "A", and bounded and described as follows:

On the North by Loeb Avenue;  
On the East by lot Number 35;  
On the South by Phoenix Alley;  
and on the West by an alley.

Tax I.D.# 128-B04-429-36 and 128-B04-429-34.

Known as 130 Loeb Avenue, DuBois, PA 15801.

TITLE TO SAID PREMISES IS VESTED IN Patrick Johnson and Tina Johnson, Husband and Wife by Deed from Edward A. Johnson, Unmarried dated 10/24/97, recorded 11/7/97, in Record Book Volume 1885, Page 345.

**FILED**

AUG 31 2000  
O 345 (6th) Edelman  
William A. Shaw  
Prothonotary

PA \$20.00

le wants to  
Send *EB*

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 and Rule 3257

Bankers Trust Company, as  
Trustee of Amresco  
Residential Securities  
Corporation Mortgage Loan  
Trust 1998-1, Under the  
Pooling and Servicing  
Agreement Dated as of 2/1/98

vs.

Patrick Johnson

Tina Johnson  
Commonwealth of Pennsylvania:

County of Lebanon

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ..... Term 19 E.D.  
No. 00-552-CD Term 19 99 A.D.  
No. ..... Term 19 J.D.

WRIT OF EXECUTION  
(Mortgage Foreclosure)

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically described property below):

PREMISES: 130 Loeb Avenue, DuBois, PA 15801  
(See Legal Description attached)

Amount Due	\$31,839.16
Interest from 6/30/00	
To sale @ \$5.23 per diem	\$40.00 and
costs.	

(Clerk) Office of the Prothonotary, Common Pleas Court of ~~Lebanon~~ County, Penna.

Dated August 31, 2000  
(SEAL)

*Clearfield*

ALL THOSE CERTAIN pieces or parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, known in the Loeb Bros. Addition #2 to the City of DuBois, as recorded in Miscellaneous Book "T", page 388, as lots number 31, 32, 33 and 34, Section "A", and bounded and described as follows:

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Known as 130 Loeb Avenue, DuBois, PA 15801.

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WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 and Rule 3257

Bankers Trust Company, as  
Trustee of Amresco  
Residential Securities  
Corporation Mortgage Loan  
Trust 1998-1, Under the  
Pooling and Servicing  
Agreement Dated as of 2/1/98

vs.

Patrick Johnson

Tina Johnson  
Commonwealth of Pennsylvania:

County of Lebanon

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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(See Legal Description attached)

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To sale @ \$5.23 per diem	\$ 40.00 and
costs.	

(Clerk) Office of the Prothonotary, Common Pleas Court of Lebanon County, Penna.

Dated August 31, 2000 <sub>(SEAL)</sub>

Clerk's Office

RECEIVED SEP 1 2000

@ 11:00 AM

Wesley A. Hawkins  
by Margaret N. Pitt

No.	00-552-CD	Term 19	E.D.
No.	.....	Term 19	99 A.D.
No.	.....	Term 19	J.D.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Bankers Trust Company, as Trustee of  
Amresco Residential Securities  
Corporation Mortgage Loan Trust 1998-  
1, Under the Pooling and Servicing  
Agreement Dated as of 2/1/98  
vs.

Patrick Johnson  
Tina Johnson

---

WRIT OF EXECUTION  
(Mortgage  
Foreclosure)

---

Costs

Office of Judicial Support

Judg. Fee

Cr.  
Sat.

*Frank Johnson*  
Attorney for Plaintiff(s)

Address:  
130 Loeb Avenue  
DuBois, PA 15801

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On the South by Phoenix Alley;  
and on the West by an alley.

Tax I.D.# 128-B04-429-36 and 128-B04-429-34.

Known as 130 Loeb Avenue, DuBois, PA 15801.

TITLE TO SAID PREMISES IS VESTED IN Patrick Johnson and Tina Johnson, Husband and Wife by Deed from Edward A. Johnson, Unmarried dated 10/24/97, recorded 11/7/97, in Record Book Volume 1885, Page 345.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10152

BANKERS TRUST COMPANY, AS

00-552-CD

VS.

JOHNSON, PATRICK EX

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, SEPTEMBER 29, 2000, AT 10:59 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, DECEMBER 1, 2000, AT 10:00 AM O'CLOCK.**

**NOW, SEPTEMBER 29, 2000, AT 10:59 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON PATRICK JOHNSON, DEFENDANT, AT HIS PLACE OF RESIDENCE, 130 LOEB AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO PATRICK JOHNSON, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, SEPTEMBER 29, 2000, AT 10:59 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON PATRICK JOHNSON, HUSBAND OF TINA JOHNSON, DEFENDANT, AT HIS PLACE OF RESIDENCE, 130 LOEB AVENUE, DUBOIS CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO PATRICK JOHNSON, HUSBAND OF TINA JOHNSON, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, DECEMBER 1, 2000, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR PLUS COSTS.**

**NOW, DECEMBER 18, 2000, RECEIVED ATTORNEY CHECK #110939 IN THE AMOUNT OF ONE THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS FOR COSTS THAT ARE DUE.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10152

BANKERS TRUST COMPANY, AS

00-552-CD

VS.

JOHNSON, PATRICK EX

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, JANUARY 4, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR PLUS COSTS. PAID COSTS FROM ADVANCE WITH THE ATTORNEY PAYING REMAINING COSTS DUE, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$229.72  
SURCHARGE \$ 40.00  
PAID BY ATTORNEY

Sworn to Before Me This

4th Day Of January 2001  
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 Margaret H. Pitt  
Chester A. Hawkins  
Sheriff

**FILED**

JAN 04 2001  
03:32  
William A. Shaw  
Prothonotary

ENTITY VENDOR  
FAP Sheriff of Clearfield County [SCLEA]

CHECK DATE  
12/8/2000

CHECK NO.  
110939

DOC NO	APPLY TO	DATE	INVOICE	APPLY TO INVOICE	DOC AMOUNT	DISCOUNT	PAYMENT AMOUNT
110939	087915	12/08/00	2224335		1,962.00	0.00	1,962.00

FEDERMAN & PHELAN  
ATTORNEY ESCROW ACCOUNT  
ONE PENN CENTER, SUITE 1400  
PHILADELPHIA, PA 19103-1814

1,962.00

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

FEDERMAN & PHELAN  
ATTORNEY ESCROW ACCOUNT  
ONE PENN CENTER, SUITE 1400  
PHILADELPHIA, PA 19103-1814

COMMERCE BANK  
PHILADELPHIA, PA 19148

3-180/360

CHECK NO  
110939

DRM	DATE	AMOUNT
12-08-2000	12/8/2000	*****1,962.00

Void after 90 days

Pay ONE THOUSAND NINE HUNDRED SIXTY TWO AND 00/100 DOLLARS

**COPY**

To The Sheriff of Clearfield County  
Order 1 North Second Street  
Of Clearfield, PA 16830

*Frank Federman*

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

110939 103600 1808136 065738 11

REAL ESTATE SELL

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

REAL ESTATE SELL

NOW, DECEMBER 4, 2000, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the 1st day of DECMEBER 2000, I ex-posed the within described real estate of PATRICK JOHNSON AND TINA JOHNSON

to public vendue or outcry at which time and place I sold the same to BANKERS TRUST CO ET AL he being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	9.88
LEVY	15.00
MILEAGE	9.88
POSTING	15.00
CSDS	10.00
COMMISSION	2%
POSTAGE	+ 3.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L LEVY	15.00
ADD'L MILEAGE	
BID	1.00
RETURNS/DEPUTIZE	
COPIES	5.00

TOTAL SHERIFF COSTS \$ 229.72

DEED COSTS: 16.00  
REG & REC \$ 15.50  
ACKNOWLEDGEMENT 5.00  
TRANSFER TAX 2% —

TOTAL DEED COSTS \$ 21.50

DEBT & INTEREST:

AMOUNT DUE	\$ 31,839.16
Interest from 6-30-00 TO SALE DATE @\$5.23 PER DIEM	TO BE ADDED
TOTAL	\$ 31,839.16

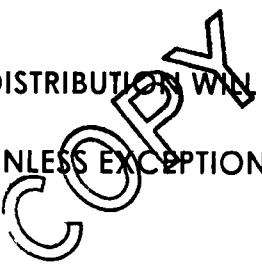
COSTS:

ATTORNEY FEES	—
PRO SATISFACTION	—
ADVERTISING	<u>197.88</u>
LATE CHARGE & FEES	—
TAXES-Collector	<u>771.60</u>
TAXES-Tax Claim	<u>1,505.30</u>
COSTS OF SUIT- TO BE ADDED	40.00
LIST OF LIENS	<u>100.00</u>
MORTGAGE SEARCH	<u>20.00</u>
COSTS	—
DEED COSTS	<u>21.00</u>
ATTORNEY COMMISSION	—
SHERIFF COSTS	<u>229.72</u>
LEGAL JOURNAL	<u>76.50</u>
REFUND OF ADVANCE	—
REFUND OF SURCHARGE	—

TOTAL COSTS \$ 2,962.00

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE

UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS FROM THIS DATE.



CHESTER A. HAWKINS, SHERIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RE: BANKERS TRUST COMPANY, AS TRUSTEE  
OF AMRESCO RESIDENTIAL SECURITIES  
CORPORATION MORTGAGE LOAN TRUST  
1998-1, UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF 2/1/98 ) CIVIL ACTION  
 )  
 )

vs.

PATRICK JOHNSON ) CIVIL DIVISION  
TINA JOHNSON ) NO. 00-552-CD

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS:

I, FRANK FEDERMAN, ESQUIRE attorney for BANKERS TRUST  
COMPANY, AS TRUSTEE OF AMRESCO RESIDENTIAL SECURITIES  
CORPORATION MORTGAGE LOAN TRUST 1998-1, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS OF 2/1/98 hereby verify that on  
OCTOBER 16, 2000 true and correct copies of the Notice of Sheriff's sale were served  
by certificate of mailing to the recorded lienholders, and any known interested party see  
Exhibit "A" attached hereto. Notice of Sale was sent to the Defendant(s) on OCTOBER  
16, 2000 by certified mail return receipt requested see Exhibit "B" attached hereto.

DATE: November 24, 2000

**FILED**

NOV 27 2000

William A. Shaw  
Prothonotary

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Address  
of Sender

The full differentiation of value is required on all documents and information required mail. The minimum indemnity payable for the reconstruction of non-negotiable documents under Domestic Mail document reconstruction insurance is \$50,000 per item subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for replacement mail, sent with optional postal insurance. See Domestic Mail Manual (DM) 501.1 and 502.1 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class pieces.

Form Must be Completed by Typewriter

<i>[Handwritten Signature]</i>	The full gratification or value payable for the recognition is \$50.00 per piece sold.  Mail merchandise insurance optional postal insurance and COD mail. See instructions changes apply only to this Form Must be Completed by Insurawriter Ink or Ball Point Pen
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value is required on all charitable and international packages sent. The maximum indemnity claim of nonnegotiable packages under First Class Mail - Domestic Reconstruction Insurance is a limit of \$500.00 per occurrence. The maximum indemnity payable on First Class Mail - Domestic Air Mail Insurance is \$500.00 per occurrence. The maximum indemnity payable on First Class Mail - International Mail Special Handling and Family Class Parcels is \$500.00 per occurrence.

P 969 055 154

TO:

TINA JOHNSON  
130 LOEB AVENUE  
DUBOIS, PA 15801

SENDER: EMM

REFERENCE: JOHNSON, P.

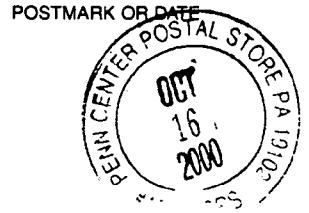
PS FORM 3800, SEPTEMBER 1995

RETURN RECEIPT SERVICE	Postage	2.65
	Certified Fee	0.00
	Return Receipt Fee	0.00
		2.65
	Restricted Delivery	
Total Postage and Fees		5.95

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail



P 969 055 153

**TO:**

PATRICK JOHNSON  
130 LOEB AVENUE  
DUBOIS, PA 15801

**SENDER:** EMM

**REFERENCE:** JOHNSON, P.

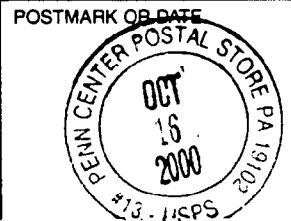
PS FORM 3800, SEPTEMBER 1995

<b>RETURN RECEIPT SERVICE</b>	Postage	2.65
	Certified Fee	0.00
	Return Receipt Fee	0.00
		2.75
	Restricted Delivery	
	Total Postage and Fees	5.95

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do not use for International Mail



**FILED**

NOV 27 2000  
RECORDED  
William A. Shaw  
Prothonotary  
SAC