

00-552-CD
BANKERS TRUST COMPANY etal -vs- PATRICK JOHNSON etal

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 BANKERS TRUST COMPANY, AS TRUSTEE
OF AMRESKO 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. 00-552-60

CLEARFIELD COUNTY

① PATRICK JOHNSON 73216
① TINA JOHNSON 43217
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 AMRESKO 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 10/25/97 to 4/1/00	218.25
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 04/28/
2224335	03/06/00	CO091	034	743	Act 91, certified, property	

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

March 06, 2000

Patrick Johnson
Tina Johnson
130 Loeb Avenue,
Dubois PA 15801

** 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 **

Loan Service Number: 2224335

PF: 1 SC F

EXHIBIT A

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

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
TOTAL AMOUNT DUE:	\$ 1,645.09

HOW TO CURE THE DEFAULT: You may cure the default before 04-05-00 by 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 04/28/
2224335	03/06/00	CO091	034	743	Act 91, certified, property	

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 INMEDITAMENTE LLAMANDO ESTA

PF: 1 SC F 2 SC B

EXHIBIT A

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

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

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

March 06, 2000

Patrick Johnson
Tina Johnson
130 Loeb Avenue
Dubois, PA 15801

** 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 **

PF: 1 SC F

EXHIBIT A

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

Loan Service Number: 2224335

Borrower(s): Patrick Johnson, Tina Johnson,

Premises: 130 Loeb Avenue,, Dubois PA 15801

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TOTAL AMOUNT DUE:	\$ 1,645.09

HOW TO CURE THE DEFAULT: You may cure the default before 04-05-00 by

PF: 1 SC F 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/

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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

EXHIBIT A

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

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.

.....
CO092/WF743

PF: 2 SC B

EXHIBIT A

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE 04/28/
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.....
CO092/WF743

PF: 2 SC B

EXHIBIT A

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 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.

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.

EXHIBIT A

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.

YMCA Building
339 North Washington St.
Butler, PA 16001
(412) 282-7812

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 St., Box 187
Indiana, PA 15701
(724) 465-2657

FAX (412) 465-5118

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

CCCS of Northeastern PA
1631 S. Asherton 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

CLINTON COUNTY

Lycamimg-Clinton Counties
Commission For Community Action (SCEP)
2138 Lincoln St.
P.O. Box 1328
Williamsport, PA 17703
(570) 326-0587
FAX (570) 322-2197

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

CCCS of Northeastern PA
201 Basin St.
Williamsport, PA 17703
(570) 323-6627
FAX (570) 323-6626

COLUMBIA COUNTY

CCCS of Northeastern PA
31 W. Market St.
P.O. Box 1127
Wilkes-Barre, PA 18702
(570) 821-0837 OR 1-800-922-9537
FAX (570) 821-1785

1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or 800-922-9537
FAX (570) 587-9134/9135

Commission on Economics Opportunity
of Luzerne County

- 163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
FAX (570) 829-1665—CALL BEFORE FAXING
(570) 455-4994 HAZELTON
FAX (570) 455-5631—CALL BEFORE FAXING
(570) 836-4090 TUNKHANNOCK

CRAWFORD COUNTY

Booker T. Washington Center
1720 Holland St.
Erie, PA 16503
(814) 453-5744
FAX (814) 453-5749

Greater Erie Community Action Committee
18 West 9th St.

Erie, PA 16501
(814) 459-4581
FAX (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th St.
Erie, PA 16510
(814) 898-0400

FAX (814) 898-1243

Shenango Valley Urban League, Inc.
601 Indiana Ave
Parrell, PA 16121
(412) 981-5310

CUMBERLAND COUNTY

CCCS of Western PA, Inc.
2000 Linglestown Rd
Harrisburg, PA 17102
(717) 541-1757
FAX (717) 541-4670

Financial Counseling Services of Franklin
31 West 3rd St.
Waynesboro, PA 17268
(717) 762-3285

Urban League of Metropolitan Harrisburg

N. 6th St
Harrisburg, PA 17101
(717) 234-5925
FAX (717) 234-9459

YWCA of Carlisle
301 G St.
Carlisle, PA 17013
(717) 243-3818
FAX (717) 731-9589

Community Action Comm of the Capital Region
1514 Derry St.
Harrisburg, PA 17104
(717) 232-9757
FAX (717) 234-2227

Adams County Housing Authority
139-143 Carlisle St.
Gettysburg, PA 17325
(717) 334-1518
FAX (717) 334-8326

DAUPHIN COUNTY

CCCS of Western PA, Inc.
2000 Linglestown Rd
Harrisburg, PA 17102
(717) 541-1757
FAX (717) 541-4670

Urban League of Metropolitan Harrisburg
2107 N. 6th St.
Harrisburg, PA 17101
(717) 234-5925
FAX (717) 234-9459

Community Action Commission
of the Capital Region
1514 Derry St.
Harrisburg PA 17104
(717) 232-9757
FAX (717) 234-2227

DELAWARE COUNTY

com Housing Corporation
46 North BRd St.
Philadelphia, PA 19130
(215) 765-1221
AX (215) 765-1427

5001 North BRd St.
Philadelphia, PA 19141
(215) 324-7500
FAX (215) 324-8753

Philadelphia, PA 19107
(215) 563-5665
FAX (215) 864-2666

orthwest Counseling Service

CCCS of Delaware Valley
1515 Market St.-Suite 1325

HACE
167 W. Allegheny Ave., 2nd Floor
Philadelphia, PA 19140

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-BO4-429-36 and 128-BO4-429-34.

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.

Michael V Capps

DATE: _____

5/9/00

FILED

de
MAY 1 1908
William A. Shaw
Prothonotary

dec Shoud

at the Federal PC
\$80.00

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 AMRESKO
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.

q3 PATRICK JOHNSON
q3 TINA JOHNSON
130 LOEB AVENUE
DUBOIS, PA 15801

Defendant(s)

: CLEARFIELD COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 00-552-CD
:
:
:
:
:

**PRAECIPE 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

Wb/11:30/ma

William A. Shaw
Prothonotary

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.

Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: June 3

Will
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
TRUSTEE OF AMRESKO RESIDENTIAL
SECURITIES CORPORATION
MORTGAGE LOAN TRUST 1998-1,
UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF 2/1/98
Plaintiff

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY
:
: NO. 00-552-CD

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:

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
TRUSTEE OF AMRESKO RESIDENTIAL
SECURITIES CORPORATION
MORTGAGE LOAN TRUST 1998-1,
UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF 2/1/98
Plaintiff

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY
:
: NO. 00-552-CD

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.

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 AMRESKO
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
:
:
:
:
:**

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 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 AMRESKO
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 AMRESKO
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
:
:
:
:**

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 AMRESKO RESIDENTIAL SECURITIES
CORPORATION MORTGAGE LOAN TRUST

Plaintiff(s)

vs.

PATRICK JOHNSON and TINA JOHNSON

Defendant(s)

No. 00-552-CD

Real Debt \$31,839.16

Atty's Comm _____

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

00-552-CD

VS

JOHNSON, PATRICK

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 Maury Harr
CHESTER A. HAWKINS
SHERIFF

FILED

JUN 01 2000
09:48am
William A. Shaw
Prothonotary EKG

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

q3 Tina Johnson

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

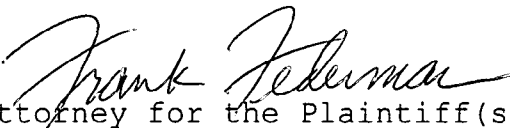
To the Director of the Office of Judicial Support

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 and cost


Attorney for the Plaintiff(s)

Note: Please attach description of Property.

FILED

AUG 31 2000

William A. Shaw
Prothonotary

No.	Term 19	E.D
No. 00-552-CD	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

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Frank Federico
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
01345126TH
William A. Shaw
Prothonotary

Fodenman

P2 \$20.00

Le wirts to

Shaw

~~Shaw~~

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

COPY

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

Patrick Johnson

WRIT OF EXECUTION
(Mortgage Foreclosure)

Tina Johnson
Commonwealth of Pennsylvania:

County of Lebanon

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 Prothy Support, 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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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.

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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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

vs.

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

Patrick Johnson

WRIT OF EXECUTION
(Mortgage Foreclosure)

Tina Johnson
Commonwealth of Pennsylvania:

County of Lebanon

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.

William A. Hanks

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

Dated August 31, 2000 (SEAL)

Clearfield

RECEIVED SEP 1 2000

@ 11:20 AM

Chesler A. Hanks
by Margaret H. Pitt

No. Term 19 E.D.
No. 00-552-CD 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.

Patrick Johnson
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:

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and on the West by an alley.

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

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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. Putt
Chester A. Hawkins
Sheriff E. K. 21

FILED

JAN 04 2001
013132
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
JOHNSON, PATRICK & TINA							
							1,962.00

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

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

DFM 12-08-2000

DATE	AMOUNT
12/8/2000	*****1,962.00

Void after 90 days

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

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

Frank Federman

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

110939 036001808136 065738 11

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

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 DECEMBER 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 \$ 21.00

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	197.88
LATE CHARGE & FEES	—
TAXES-Collector	771.60
TAXES-Tax Claim	1,505.30
COSTS OF SUIT- TO BE ADDED	40.00
LIST OF LIENS	100.00
MORTGAGE SEARCH	20.00
COSTS	—
DEED COSTS	21.00
ATTORNEY COMMISSION	—
SHERIFF COSTS	229.72
LEGAL JOURNAL	76.50
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

COPY

4

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RE: BANKERS TRUST COMPANY, AS TRUSTEE
OF AMRESKO 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 AMRESKO 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, ESQUIRE
Attorney for Plaintiff

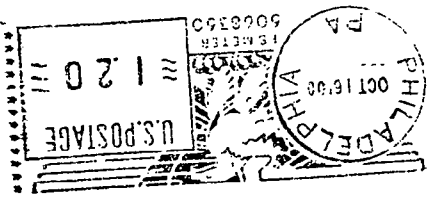
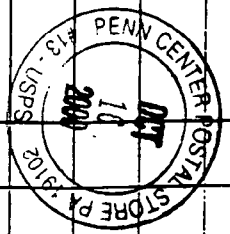
Address of Sender **INSURED** ☐ Registered Mail ☐ With Postal Insurance ☐ Without Postal Insurance ☐ Return Receipt for Merchandise ☐ Insured (COI) ☐ Certified ☐ Express Mail ☐ Postmark and Date of Receipt ☐ Certificate of mailing or for additional copies of this bill.

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Art. Value (if Regs.)	Insured Value	The Sender if COU	11 11 1cc	5 11 1cc	5 11 1cc	Postmark and Date of Receipt	Post. Dnt Fee	Remarks	
1	JOHNSON, P.	CLEARFIELD COUNTY DOMESTIC RELATIONS DEPT. CLEARFIELD COUNTY COURTHOUSE ONE NORTH 2ND STREET CLEARFIELD, PA 16830													
2	XXXXXXXXXXXXXX	TENANT/OCCUPANT 130 LOEB AVENUE DUBOIS, PA 15801													
3															
4	XXXXXXXXXXXXXX														
5															
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12															
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15															
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece 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 registered mail, sent with optional postal insurance. See Domestic Mail Manual (DMM), S913, and S921 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 parcels.										
2															

PHILADELPHIA
OCT 16 1938
U.S. POSTAGE
1.20

PENN CENTER
POSTAL STORE PA 19102
OCT 16 1938
10
#3-USPS

PS Form 3877, February 1994 Form Must be Completed by Typewriter, Ink or Ball Point Pen



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
	Restricted Delivery	2.75
	Total Postage and Fees	5.95

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for International Mail

POSTMARK OR DATE



P 969 055 153

TO:

PATRICK JOHNSON
130 LOEB AVENUE
DUBOIS, PA 15801

SENDER:

EMM

REFERENCE:

JOHNSON, P.

PS FORM 3800, SEPTEMBER 1995

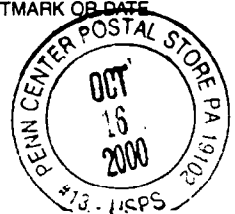
RETURN RECEIPT SERVICE	Postage	2.65
	Certified Fee	0.00
	Return Receipt Fee	0.00
	Restricted Delivery	2.75
	Total Postage and Fees	5.95

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for International Mail

POSTMARK OR DATE



FILED

NOV 27 2000

MA201700
William A. Shaw
Prothonotary

WAS