

00-594-CD  
LASALLE NATIONAL BANK -vs- WILLIAM GRAHAM et al

**FILED**

JUN 15 2000

012000/NOCL

William A. Shaw

Prothonotary

WAS

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

(11) LASALLE NATIONAL BANK,  
AS TRUSTEE UNDER THE POOLING  
AND SERVICING AGREEMENT  
DATED 6/1/99, SERIES 1999-2  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962

Plaintiff

v.

TERM

NO. 00-594-00

CLEARFIELD COUNTY

(64) WILLIAM GRAHAM (104)  
(64) MARY GRAHAM (207)  
RR 1 BOX 173A,  
A/K/A RD. 1 BOX 173 A SHILOH ROAD,  
A/K/A RD 1, BOX 173  
WOODLAND, PA 16881

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 19 2000**

William A. Shaw  
Prothonotary

1. Plaintiff is

LASALLE NATIONAL BANK,  
AS TRUSTEE UNDER THE POOLING  
AND SERVICING AGREEMENT  
DATED 6/1/99, SERIES 1999-2  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962

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

WILLIAM GRAHAM  
MARY GRAHAM  
RR 1 BOX 173A,  
A/K/A RD. 1 BOX 173 A SHILOH ROAD,  
A/K/A RD 1, BOX 173  
WOODLAND, PA 16881

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

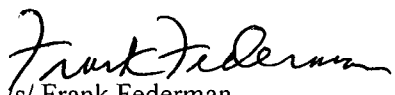
3. On 6/4/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument: #199909763. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 11/9/99 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	\$23,826.34
Interest	1,104.48
10/9/99 through 3/1/00 (Per Diem \$7.67)	
Attorney's Fees	800.00
Cumulative Late Charges 6/4/99 to 3/1/00	68.16
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	26,348.98
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>0.00</u>
TOTAL	\$ 26,348.98

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (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 \$ 26,348.98, together with interest from 3/1/00 at the rate of \$7.67 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

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: March 21, 2000

TO: William Graham  
RR 1 Box 173 A  
Woodland, PA 16881

Mary Graham  
RR 1 Box 173 A  
Woodland, PA 16881

Rd. 1 Box 173 A Shiloh Road  
Woodland, PA 16881

Rd. 1 Box 173 A Shiloh Road  
Woodland, PA 16881

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 ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUEDE 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 "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

EXHIBIT A

## STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): William Graham and Mary Graham  
PROPERTY ADDRESS: RR 1 Box 173 A - Woodland, PA 16881  
LOAN ACCT. NO.: 0801837980  
ORIGINAL LENDER: Alliance Funding, A Division of Superior Bank  
CURRENT LENDER/SERVICER: Superior Bank, Servicing Division

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM** **YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME** **FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

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

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

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

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

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

**EXHIBIT A**

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: **RR 1 Box 173 A - Woodland, PA 16881** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: 11/9/99 thru 3/9/00 at \$340.87 per month.

Monthly Payments Plus Late Charges Accrued	\$1,806.59
NSF:	\$0.00
Inspections:	\$0.00
Other:	\$0.00
(Suspense):	\$304.08
<b>Total amount to cure default</b>	<b>\$1,502.51</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$1,502.51**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, Suite 900, Two Penn Center Plaza, Philadelphia, PA 19102, attention: Reinstatement Department.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

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 attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage 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 to 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 mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER: Attorney Representing Lender:

**FEDERMAN AND PHELAN**

Suite 900 , Two Penn Center Plaza, Philadelphia, PA 19102

Phone : (215) 563-7000 Fax Number: (215) 563-5534

Contact Person: Phyllis Levin, Reinstatement Department

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

Very truly yours,

FEDERMAN AND PHELAN

Cc: Superior Bank, Servicing Division

Attn: Kelly Solloway

Account No.: 0801837980

Mailed by 1<sup>st</sup> Class mail and by certified Mail No: Z-215-964-766,767

**EXHIBIT A**

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

**CHESTER COUNTY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**American Credit Counseling Institute**

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

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

**CLARION COUNTY**

**CLEARFIELD COUNTY**

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

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

**EXHIBIT A**

ALL that certain tract or place of land situate in Graham Township, formerly Morris Township, Clearfield County, and state of Pennsylvania, bounded and described as follows:

**BEGINNING** at a point in the line of land of Thomas H. Forcey estate and Lody Hummel which would be the northwestern corner of the tract herein conveyed; thence south three (3) degrees thirty (30) minutes west twenty three and five tenths ( $23 \frac{5}{10}$ ) perches along the line of land of Thomas H. Forcey Estate; thence in a westerly direction along line of land this day conveyed to Sophie E. Rothrock, a distance of fifty and six tenths ( $50 \frac{6}{10}$ ) perches, to be the same more or less, to line of land of Jerry Kyle; thence north four (4) degrees east twenty three and five tenths ( $23 \frac{5}{10}$ ) perches; thence south eighty five (85) degrees thirty (30) minutes east fifty and six tenths ( $50 \frac{6}{10}$ ) perches be the same more or less along line of land this day conveyed to Lody Hummel. Containing seven (7) acres ten and one fifth ( $10 \frac{1}{5}$ ) perches.

**BEING** the same premises previously conveyed to Ellis Smeal by Deed dated April 6, 1923 from Lody Hummel and John Hummel, said Deed being recorded in the Records Office of Clearfield County at Deed book 262,

PREMISES: RR 1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD  
A/K/A RD 1, BOX 173

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney 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.

Frank Federman

DATE: 5/17/00

FILED  
JUN 19 2003

WILLIAM A. SHAW  
PROTHONOTARY

acc Shengb  
City Edmen pd \$80.00

FRANK FEDERMAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE NATIONAL BANK, AS  
VS  
GRAHAM, WILLIAM

00-594-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW MAY 30, 2000 AT 10:10 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON MARY GRAHAM, DEFENDANT AT  
RESIDENCE RR 1 BOX 173A, WOODLAND, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO MARY GRAHAM A TRUE AND ATTESTED  
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND  
MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MORGILLO/COUDRIET

NOW MAY 30, 2000 AT 10:10 AM DST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON WILLIAM GRAHAM, DEFENDANT AT  
RESIDENCE RR 1 BOX 173A, WOODLAND, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO MARY GRAHAM, WIFE A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MORGILLO/COUDRIET

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

SWORN TO BEFORE ME THIS

15th 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 Mary A. Hawkins  
CHESTER A. HAWKINS  
SHERIFF

FILED

JUN 01 2000  
09:45 am  
William A. Shaw  
Prothonotary  
E  
KRB

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

Attorney for Plaintiff

LASALLE NATIONAL BANK, AS TRUSTEE .  
et al.

PLAINTIFF

vs.

WILLIAM GRAHAM  
MARY GRAHAM

DEFENDANT

:  
:  
: COURT OF COMMON PLEAS  
:  
: CLEARFIELD COUNTY  
:  
: No. 00-594-CD

:  
:  
:

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification with  
respect to the Complaint filed in the instant matter.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Date: June 9, 2000

**FILED**

JUN 15 2000

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

LaSalle National Bank, As Trustee Under  
the Pooling and Servicing Agreement  
Dated 6/1/99, Series 1999-2  
One Ramland Road  
Orangeburg, NY 19062

Plaintiff

vs.

104  
64 William Graham  
Mary Graham  
RR1, Box 173A,  
A/K/A RD 1, Box 173 A Shiloh Road,  
A/K/A RD1, Box 173  
Woodland, PA 16881

Defendant(s)

: Clearfield COUNTY  
:  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 00-594-CD  
:  
:  
:  
:  
:  
:

**FILED**

JUL 06 2000

William A. Shaw  
Prothonotary

**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against William Graham and Mary Graham, 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	\$26,348.98
Interest 3/1/00 to 7/5/00	<u>\$974.09</u>
TOTAL	\$27,323.07

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, ESQUIRE  
Attorney for Plaintiff

**DAMAGES ARE HEREBY ASSESSED AS INDICATED.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
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 CORRESPONDENCE 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

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED  
6/1/99, SERIES 1999-2

: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: CLEARFIELD COUNTY  
:  
: NO. 00-594-CD

Plaintiff

vs.

WILLIAM GRAHAM  
MARY GRAHAM

Defendant(s)

TO: WILLIAM GRAHAM  
RR1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD, A/K/A RD 1,  
BOX 173  
WOODLAND, PA 16881

DATE OF NOTICE: JUNE 20, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.  
ANY INFORMATION WE OBTAIN 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 ENFORCEMENT OF A 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

LASALLE NATIONAL BANK, AS  
TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED  
6/1/99, SERIES 1999-2

: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: CLEARFIELD COUNTY  
:  
: NO. 00-594-CD

Plaintiff

vs.

WILLIAM GRAHAM  
MARY GRAHAM

Defendant

TO: MARY GRAHAM  
RR1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD, A/K/A RD 1,  
BOX 173  
WOODLAND, PA 16881

DATE OF NOTICE: JUNE 20, 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.

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appearance personally or by attorney and file in writing with the  
court your defenses or objections to the claims set forth against  
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and you may lose your property or other important rights. You  
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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

LaSalle National Bank, As Trustee Under  
the Pooling and Servicing Agreement  
Dated 6/1/99, Series 1999-2  
One Ramland Road  
Orangeburg, NY 19062

Plaintiff

vs.

William Graham  
Mary Graham  
RR1, Box 173A,  
A/K/A RD 1, Box 173 A Shiloh Road,  
A/K/A RD1, Box 173  
Woodland, PA 16881

Defendant(s)

: Clearfield COUNTY  
:  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 00-594-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

**FILED**

JUL 06 2000

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

**LaSalle National Bank, As Trustee Under  
the Pooling and Servicing Agreement  
Dated 6/1/99, Series 1999-2**

**Plaintiff**

vs.

**William Graham  
Mary Graham**

**Defendant(s)**

: **Clearfield COUNTY**  
:  
: **Court of Common Pleas**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 00-594-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 **William Graham** is over 18 years of age and resides at **RR1, Box 173A, A/K/A RD 1, Box 173 A Shiloh Road, A/K/A RD1, Box 173, Woodland, PA 16881.**

(c) that defendant **Mary Graham** is over 18 years of age, and resides at **RR1, Box 173A, A/K/A RD 1, Box 173 A Shiloh Road, A/K/A RD1, Box 173, Woodland, PA 16881.**

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

FILED<sup>NGC</sup>

JUL 12 15 40

Atty pd.

20.00

William A. Shaw  
Preliminary

Notice to W. Graham

Notice to M. Graham

Statement to Atty

WAS

COPY

(Rule of Civil Procedure No. 236 – Revised)

LaSalle National Bank, As Trustee Under  
the Pooling and Servicing Agreement  
Dated 6/1/99, Series 1999-2

Plaintiff

vs.

William Graham  
Mary Graham

Defendant(s)

: Clearfield COUNTY  
:  
: Court of Common Pleas  
:  
: CIVIL DIVISION  
:  
: NO. 00-594-CD  
:  
:  
:  
:

Notice is given that a Judgment in the above captioned matter has been entered against you on  
July 10, 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

COPY

LaSalle National Bank  
Plaintiffs (s)

Docket: 281

No.: 00-594-CD

Real Debt: \$27,323.07

Atty's Comm:

Vs.

Costs: \$

Int. From:

William Graham and  
Mary Graham  
Defendant (s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 6, 2000

Expires: July 6, 2005

Certified from the record this 6th day of July, 2000.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

No. 00-594-CD

Laselle National Bank, as Trustee  
Under the Polling and Servicing  
Agreement Dated 6-1-99, Series  
1999-2 One Ramland Road, Orangeburg,  
NY, 10962

-VS-

William Graham & Mary Graham,  
RR 1, Box 173 A, a/k/a RD 1, Box  
173 A Shiloh Road, a/k/a RD 1,  
Box 173, Woodland, PA 16881

ANSWER

FILED

JUL 17 2000

*William A. Shaw*  
Prothonotary

*Calvin*

**Sobel, Gullins & Jurek**  
ATTORNEYS & COUNSELORS AT LAW  
218 SOUTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-5552 (814) 765-6555



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

LASALLE NATIONAL BANK,  
AS TRUSTEE UNDER THE POLLING  
AND SERVICING AGREEMENT  
DATED 6/1/99, SERIES 1999-2  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962

v.

WILLIAM GRAHAM  
MARY GRAHAM  
RR 1, BOX 173A,  
A/K/A RD 1, BOX 173 A SHILOH ROAD,  
A/K/A RD 1, BOX 173  
WOODLAND, PA 16881

No. 00-594-CD

Type of Pleading:  
Answer

Filed on behalf of:  
William Graham and  
Mary Graham

Counsel for this party:  
Ronald L. Collins, Esquire

Sobel, Collins & Knaresboro  
Attorneys at Law  
218 South Second Street  
Clearfield, PA 16830  
(814) 765-5552  
FAX (814) 765-6210

**FILED**

JUL 17 2000

William A. Shaw  
Prothonotary

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

LASALLE NATIONAL BANK, :  
AS TRUSTEE UNDER THE POLLING : No. 00-594-CD  
AND SERVICING AGREEMENT :  
DATED 6/1/99, SERIES 1999-2 :  
ONE RAMLAND ROAD :  
ORANGEBURG, NY 10962 :

v. :

WILLIAM GRAHAM :  
MARY GRAHAM :  
RR 1, BOX 173A, :  
A/K/A RD 1, BOX 173 A SHILOH ROAD, :  
A/K/A RD 1, BOX 173 :  
WOODLAND, PA 16881 :

ANSWER

AND NOW, comes Defendants, William and Mary Graham, by and through Sobel, Collins and Knaresboro, who Answer the Complaint filed by Plaintiff in the above captioned matter as follows:

1. Admitted.

2. Admitted.

3. Admitted in part and denied in part. It is admitted that Defendants executed and delivered a mortgage to Alliance Funding as set forth in this paragraph. It is denied, however, that Plaintiff is the owner of that mortgage as knowledge thereof is in the exclusive control of Plaintiff and in that there apparently has not yet been a formal assignment of the same.

4. Admitted.

5. Denied. It is denied that the mortgage is in default as stated. To the contrary, it is averred that any such default was cured when Defendants sent money orders to the mortgage holder in the amount of \$1,400.00 on or about March 24, 2000, which money

orders were held by the mortgage holder for more than thirty (30) days. In addition, Defendants thereafter sent an additional money order to the mortgage holder, which additional sum would have been more than the amount set forth by Plaintiff in its Notice as being necessary to cure the default.

6. Denied. The amounts set forth in this paragraph are denied in that Defendants cured the default as set forth in paragraph 5 hereinabove.

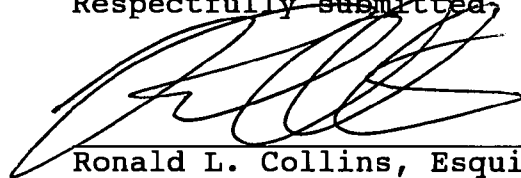
7. Denied. Plaintiff is not entitled to the attorneys fees set forth herein as the default had been cured as set forth hereinabove at paragraph 5.

8. Admitted.

9. Denied. The default set forth in Plaintiff's Complaint was cured as set forth hereinabove, wherefore the provisions of Act 91 have not terminated.

WHEREFORE, Defendants respectfully move to dismiss Plaintiffs Complaint.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Collins', is written over a horizontal line.

Ronald L. Collins, Esquire  
Attorney for Defendants

J

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

LASALLE NATIONAL BANK, :  
AS TRUSTEE UNDER THE POLLING :  
AND SERVICING AGREEMENT :  
DATED 6/1/99, SERIES 1999-2 :  
ONE RAMLAND ROAD :  
ORANGEBURG, NY 10962 :

V. : NO. 00-594-CD

WILLIAM GRAHAM :  
MARY GRAHAM :  
RR 1, BOX 173A, :  
A/K/A RD 1, BOX 173 A SHILOH ROAD, :  
A/K/A RD 1, BOX 173 :  
WOODLAND, PA 16881 :

**RULE RETURNABLE**

AND NOW, this 4<sup>th</sup> day of August, 2000, upon consideration of the foregoing Petition for Relief from Judgement by Default, a Rule is hereby issued upon the Laselle National Bank to appear in Court and show cause why the prayer of said Motion, should not be granted.

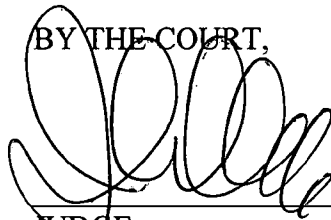
Rule Returnable the 10<sup>th</sup> day of October, 2000, at 2:30 P.m., in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

**FILED**

AUG 04 2000

William A. Shaw  
Prothonotary

BY THE COURT,

  
JUDGE

FILED

AUG 04 2000

094918cc

William A. Shaw

Prothonotary

ctty

Collier

for

No. 00-594-CD

Lasalle National Bank, as Trustee  
Under the Polling and Servicing  
Agreement Dated 6-1-99, Series 1999-2  
One Ramland Road, Orangeburg, NY,  
10962

-VS-

William Graham & Mary Graham,  
RR 1, Box 173A, a/k/a RD 1, Box 173  
A Shiloh Road, a/k/a RD 1, Box 173,  
Woodland, PA 16881

Petition for Relief from  
Judgement by Default

FILED

JUL 17 2000  
OT 11:49 AM  
William A. Shaw  
Prothonotary

*Collins*

Sobel, Collins & Gnaruschura  
ATTORNEYS & COUNSELORS AT LAW  
218 SOUTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-5552 (814) 765-6555

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

LASALLE NATIONAL BANK,  
AS TRUSTEE UNDER THE POLLING  
AND SERVICING AGREEMENT  
DATED 6/1/99, SERIES 1999-2  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962

v.

WILLIAM GRAHAM  
MARY GRAHAM  
RR 1, BOX 173A,  
A/K/A RD 1, BOX 173 A SHILOH ROAD,  
A/K/A RD 1, BOX 173  
WOODLAND, PA 16881

No. 00-594-CD

Type of Pleading:  
Petition for Relief from  
Judgement by Default

Filed on behalf of:  
William Graham and  
Mary Graham

Counsel for this party:  
Ronald L. Collins, Esquire

Sobel, Collins & Knaresboro  
Attorneys at Law  
218 South Second Street  
Clearfield, PA 16830  
(814) 765-5552  
FAX (814) 765-6210

**FILED**

JUL 17 2000

William A. Shaw  
Prothonotary

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

LASALLE NATIONAL BANK, :  
AS TRUSTEE UNDER THE POLLING : No. 00-594-CD  
AND SERVICING AGREEMENT :  
DATED 6/1/99, SERIES 1999-2 :  
ONE RAMLAND ROAD :  
ORANGEBURG, NY 10962 :

v. :

WILLIAM GRAHAM :  
MARY GRAHAM :  
RR 1, BOX 173A, :  
A/K/A RD 1, BOX 173 A SHILOH ROAD, :  
A/K/A RD 1, BOX 173 :  
WOODLAND, PA 16881 :

PETITION FOR RELIEF FROM JUDGMENT BY DEFAULT

AND NOW, come Defendants, William and Mary Graham, by and through Sobel, Collins and Knaresboro who petition your Honorable Court as follows pursuant to Pa.R.C.P., Rule 237.3.

1. That Petitioners are William Graham and Mary Graham of RR 1, Box 173A, Woodland, Pennsylvania.

2. That Respondent is LaSalle National Bank of One Ramland Road, Orangeburg, New York.

3. That Petitioners are the Defendants in the above captioned action in Mortgage Foreclosure.

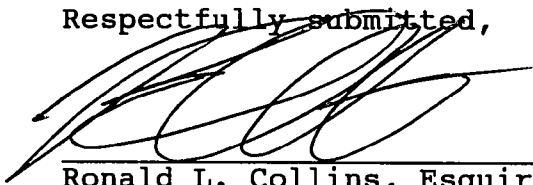
4. That a judgment by default was entered on July 6, 2000.



5. That attached hereto is a verified copy of the Answer Petitioner seeks leave to file which Answer contains a meritorious defense to the action foreclosure.

WHEREFORE, Petitioners respectfully request your Honorable Court to open the judgment entered against them pursuant to Pa.R.C.P., Rule 237.3 and grant them leave to file the Answer hereto attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'R. L. Collins', written over a horizontal line.

Ronald L. Collins, Esquire

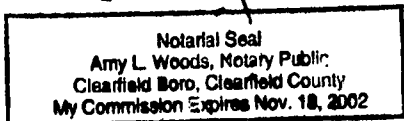
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS  
:

Personally appeared before me, a Notary Public, in and for the County and State aforesaid, William Graham, being duly sworn according to law, deposes and says that the facts set forth in the foregoing, Petition for Relief from Judgment by Default are true and correct to the best of his knowledge, information and belief.

William T. Graham  
William Graham

Sworn and subscribed before me  
this 17<sup>th</sup> day of July,  
2000.

Amy L. Woods  
Notary Public



Member, Pennsylvania Association of Notaries

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

LASALLE NATIONAL BANK,  
AS TRUSTEE UNDER THE POLLING  
AND SERVICING AGREEMENT  
DATED 6/1/99, SERIES 1999-2  
ONE RAMLAND ROAD  
ORANGEBURG, NY 10962

v.

WILLIAM GRAHAM  
MARY GRAHAM  
RR 1, BOX 173A,  
A/K/A RD 1, BOX 173 A SHILOH ROAD,  
A/K/A RD 1, BOX 173  
WOODLAND, PA 16881

No. 00-594-CD

Type of Pleading:  
Answer

Filed on behalf of:  
William Graham and  
Mary Graham

Counsel for this party:  
Ronald L. Collins, Esquire

Sobel, Collins & Knaresboro  
Attorneys at Law  
218 South Second Street  
Clearfield, PA 16830  
(814) 765-5552  
FAX (814) 765-6210

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

LASALLE NATIONAL BANK, :  
AS TRUSTEE UNDER THE POLLING : No. 00-594-CD  
AND SERVICING AGREEMENT :  
DATED 6/1/99, SERIES 1999-2 :  
ONE RAMLAND ROAD :  
ORANGEBURG, NY 10962 :

v. :

WILLIAM GRAHAM :  
MARY GRAHAM :  
RR 1, BOX 173A, :  
A/K/A RD 1, BOX 173 A SHILOH ROAD, :  
A/K/A RD 1, BOX 173 :  
WOODLAND, PA 16881 :

ANSWER

AND NOW, comes Defendants, William and Mary Graham, by and through Sobel, Collins and Knaresboro, who Answer the Complaint filed by Plaintiff in the above captioned matter as follows:

1. Admitted.

2. Admitted.

3. Admitted in part and denied in part. It is admitted that Defendants executed and delivered a mortgage to Alliance Funding as set forth in this paragraph. It is denied, however, that Plaintiff is the owner of that mortgage as knowledge thereof is in the exclusive control of Plaintiff and in that there apparently has not yet been a formal assignment of the same.

4. Admitted.

5. Denied. It is denied that the mortgage is in default as stated. To the contrary, it is averred that any such default was cured when Defendants sent money orders to the mortgage holder in the amount of \$1,400.00 on or about March 24, 2000, which money

orders were held by the mortgage holder for more than thirty (30) days. In addition, Defendants thereafter sent an additional money order to the mortgage holder, which additional sum would have been more than the amount set forth by Plaintiff in its Notice as being necessary to cure the default.

6. Denied. The amounts set forth in this paragraph are denied in that Defendants cured the default as set forth in paragraph 5 hereinabove.

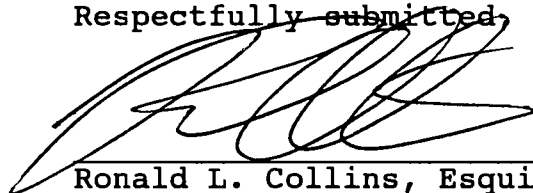
7. Denied. Plaintiff is not entitled to the attorneys fees set forth herein as the default had been cured as set forth hereinabove at paragraph 5.

8. Admitted.

9. Denied. The default set forth in Plaintiff's Complaint was cured as set forth hereinabove, wherefore the provisions of Act 91 have not terminated.

WHEREFORE, Defendants respectfully move to dismiss Plaintiffs Complaint.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Collins', is written over a horizontal line.

Ronald L. Collins, Esquire  
Attorney for Defendants

**FEDERMAN AND PHELAN**  
**BY: DAVID HOBSON, ESQUIRE**  
**Identification No. 76060**  
**Two Penn Center Plaza – Suite 900**  
**Philadelphia, PA 19102**  
**(215) 563-7000**

**Attorney for Plaintiff**

**LaSalle National Bank, as Trustee Under  
the Pooling and Servicing Agreement**

**Dated 6/1/99,  
Series 1999-2**

**: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: NO. 00-594-CD**

**vs.**

**William Graham  
Mary Graham**

**:  
:  
:**

**CERTIFICATION OF SERVICE**

I hereby certify a true and correct copy of the foregoing Plaintiff's Response to Defendants' Petition for Relief from Judgment by Default and Brief in support thereof was served by regular mail on Defendants' counsel on the date listed below:

Ronald L. Collins, Esquire  
218 South Second Street  
Clearfield, PA 16830

DATE: 8/15/00

David M. Hobson  
David M. Hobson, Esquire  
Attorney for Plaintiff

**FILED**

AUG 18 2000  
m/11:20/00  
William A. Shaw  
Prothonotary  
No c/c

*ES*

**Attorney for Plaintiff**

J.

FEDERMAN AND PHELAN  
BY: DAVID HOBSON, ESQUIRE  
Identification No. 76060  
Two Penn Center Plaza – Suite 900  
Philadelphia, PA 19102  
(215) 563-7000

Attorney for Plaintiff

LaSalle National Bank, as Trustee Under  
the Pooling and Servicing Agreement

Dated 6/1/99,  
Series 1999-2

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: NO. 00-594-CD

vs.

:  
William Graham  
Mary Graham  
:

**PLAINTIFF'S RESPONSE TO DEFENDANTS' PETITION FOR RELIEF  
FROM JUDGMENT BY DEFAULT**

NOW COMES, the Plaintiff LaSalle National Bank by and through its attorney,  
Federman and Phelan hereby files this response to Defendants' Petition for Relief from  
Judgment by Default and avers as follows:

1-4. Admitted.

5. Denied. Petitioners' Answer fails to contain a meritorious defense which is  
required in order for the Court to open default judgment entered against Defendants.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny  
Defendants' Petition for Relief from Judgment by Default.

Respectfully submitted,

FEDERMAN AND PHELAN

BY: David M. Hobson  
David M. Hobson, Esquire  
Attorney for Plaintiff

**FILED**

AUG 18 2000  
M/11:20/100  
William A. Shaw  
Prothonotary  
NE C/C *ERS*



FEDERMAN AND PHELAN  
BY: DAVID HOBSON, ESQUIRE  
Identification No. 76060  
Two Penn Center Plaza – Suite 900  
Philadelphia, PA 19102  
(215) 563-7000

Attorney for Plaintiff

LaSalle National Bank, as Trustee Under  
the Pooling and Servicing Agreement

Dated 6/1/99,  
Series 1999-2

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: NO. 00-594-CD

vs.

William Graham  
Mary Graham

:  
:  
:

**PLAINTIFF'S BRIEF IN SUPPORT OF ITS RESPONSE TO DEFENDANTS'**  
**PETITION FOR RELIEF OF JUDGMENT BY DEFAULT**

**A. FACTUAL BACKGROUND**

Defendants' executed a Promissory Note and Mortgage in conjunction with their purchase of the property located at RR 1, Box 173A, Shiloh Road, Woodland, PA 16881. Defendants defaulted on their obligation to make payments under the Note and Mortgage. Plaintiff thereafter instituted foreclosure proceedings and was granted a judgment by default based upon Defendants' failure to response to Plaintiff's Complaint. Defendants are now attempting to strike or open the judgment.

**B. PLAINTIFF'S JUDGMENT SHOULD NOT BE STRIKEN**

A Petition to Strike a Judgment is a common law proceeding, which operates as a demurrer to the record. Bethlehem Steel Corporation v. Tri State Industries, Inc. 290 Pa. Super. 461, 434 A.2d 1236 (1981); RTC v. Copley Kuwan Associates 546 Pa. 98, 107, 683 A.2d 269, 273 (1996). A Petition to Strike a Judgment may be granted only for a fatal defect or irregularity appearing on the face of the record. RTC at 273. If the record is self-

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COURT ADMINISTRATOR'S  
OFFICE

sustaining, the judgment will not be stricken. RTC at 273. An Order of the Court striking a judgment annuls the original judgment and the parties are left as if no judgment had been entered. Pennsylvania Rules of Civil Procedure 2959; 12 Standard Pa. Practice 2d. subsection 71: 320 (1983).

Defendants have failed to allege a fatal defect or irregularity of record in this matter. Defendants have also failed to attach a brief in support of their Petition to Strike or Open the Judgment, which is further indication that their Petition has been filed for the purpose of delaying the foreclosure proceedings at hand.

**C. PLAINTIFF'S JUDGMENT SHOULD NOT BE OPENED**

It is well settled that a default judgment may be opened only if the moving party has a meritorious defense, the default was excusable or explainable, and the Motion to Open Judgment was promptly filed. Balk v. Ford Motor Co., 285 A.2d 128. Supreme Court of Pennsylvania (1971). Wolfskill v. Egan 504 A.2d 326, Pa. Super. (1986).

**1. Defendants' Do Not Have A Meritorious Defense.**

In their Petition for Relief from Judgment by Default, Defendants fail to allege a meritorious defense. A prerequisite in order to open a default judgment. Defendants merely refer to an answer they intend to file or would have filed had they responded timely to Plaintiff's Complaint. Since Defendants have failed to plead in their Petition the meritorious defense, the Court must conclude that Defendants have no defense to the Complaint.

In their proposed Answer, Defendants aver that they tendered \$1,400.00 to Plaintiff on March 24, 2000. However, Plaintiff sent Defendants a letter dated March 21, 2000 informing them that they owed \$1,502.51. Clearly, Defendants failed to tender the proper amount of money to prevent the foreclosure action. A true and correct copy of Plaintiff's letter is attached hereto, made part hereof and marked as Exhibit A.

Typically, after a mortgagor defaults, a mortgage company will only accept a full reinstatement of the loan. The terms of the Mortgage do not require a mortgage company to accept partial payments. Rather, the Mortgage states that the mortgagor can cure the default by tendering the total amount due. There would be no benefit that the mortgagor for the mortgage company to accept partial payments. Since the partial payments do not cure the arrearage, the mortgage company would still have to foreclose on the Mortgage.

Accordingly, the Defendants' allegation that they attempted to make a partial payment is not a defense to this mortgage foreclosure action.

2. Defendants' Default Is Not Excusable Or Explainable.

Defendants' Petition fails to state a reason or an excuse for Defendants' failure to respond to Plaintiff's Complaint. Defendants were served with the Complaint on May 30, 2000. Plaintiff sent them a 10-day notice of intention to enter default judgment dated June 20, 2000. Defendants have failed to explain why they took no action until July 17, 2000 when they filed their petition. Therefore, the Court must dismiss Plaintiff's Complaint since they have failed to meet the requirements in order to have the Judgment Opened.

**WHEREFORE**, the Plaintiff respectfully requests that the Defendants' Petition for Relief from Judgment by Default be denied and that Plaintiff be allowed to proceed with its scheduled Sheriff's Sale.

Respectfully submitted,  
FEDERMAN AND PHELAN

BY: David M. Hobson  
David M. Hobson, Esquire  
Attorney for Plaintiff

## EXHIBIT A

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: March 21, 2000

TO: William Graham  
RR 1 Box 173 A  
Woodland, PA 16881

Mary Graham  
RR 1 Box 173 A  
Woodland, PA 16881

Rd. 1 Box 173 A Shiloh Road  
Woodland, PA 16881

Rd. 1 Box 173 A Shiloh Road  
Woodland, PA 16881

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 ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUEDE 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 "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

## STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): William Graham and Mary Graham  
PROPERTY ADDRESS: RR 1 Box 173 A - Woodland, PA 16881  
LOAN ACCT NO.: 0801837980  
ORIGINAL LENDER: Alliance Funding, A Division of Superior Bank  
CURRENT LENDER/SERVICER: Superior Bank, Servicing Division

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM** **YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME** **FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

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

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

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

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

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your property located at: **RR 1 Box 173 A - Woodland, PA 16881** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: **11/9/99** thru **3/9/00** at **\$340.87** per month.

Monthly Payments Plus Late Charges Accrued	\$1,806.59
NSF:	\$0.00
Inspections:	\$0.00
Other:	\$0.00
(Suspense):	<u>\$304.08</u>
<b>Total amount to cure default</b>	<b>\$1,502.51</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

**HOW TO CURE THE DEFAULT**-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$1,502.51**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, Suite 900, Two Penn Center Plaza, Philadelphia, PA 19102, attention: Reinstatement Department.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

**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. The 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 attorney to start legal action to foreclosure upon your mortgage property.

**IF THE MORTGAGE IS FORECLOSED UPON**- The mortgage 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 to 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 mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER: Attorney Representing Lender:

**FEDERMAN AND PHELAN**

Suite 900 , Two Penn Center Plaza, Philadelphia, PA 19102

Phone : (215) 563-7000 Fax Number: (215) 563-5534

Contact Person: Phyllis Levin, Reinstatement Department

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

ASSUMPTION OF MORTGAGE-You \_\_\_\_\_ may or ☒ X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

Very truly yours,

FEDERMAN AND PHELAN

Cc: Superior Bank, Servicing Division

Attn: Kelly Solloway

Account No.: 0801837980

Mailed by 1<sup>st</sup> Class mail and by certified Mail No: Z-215-964-766,767

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

**CHESTER COUNTY**

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

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

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

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

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

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

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

**American Credit Counseling Institute**

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

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

**CLARION COUNTY**

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

**CLEARFIELD COUNTY**

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

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

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

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

**VERIFICATION**

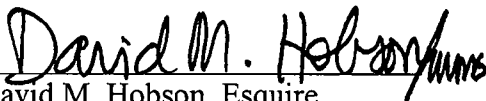
David M. Hobson, Esquire, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this verification, and that the statements made in the foregoing Plaintiff's Response to Defendants' Petition for Relief from Judgment by Default is true and correct to the best of his knowledge, information and belief.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsifications to authorities.

FEDERMAN AND PHELAN

Date: August 15, 2000

BY:



David M. Hobson, Esquire  
Attorney for Plaintiff  
Two Penn Center Plaza, Suite 900  
Philadelphia, PA 19102-1799  
(215) 563-7000

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

LASALLE NATIONAL BANK, as  
Trustee Under the Pooling and Servicing  
Agreement Dated 6/1/99, Series 1999-2

-VS-

WILLIAM GRAHAM AND  
MARY GRAHAM

No. 00 – 594 – CD

**ORDER**

NOW, this 6<sup>th</sup> day of October, 2000, this being the day and date set for argument into Defendant's Petition for Release of Judgment by Default, it is the ORDER of this Court that LaSalle National Bank shall submit to Defendants, within 10 days from date hereof, the amount of money necessary to reinstate the mortgage and further, that Defendants shall make payment in said amount within 20 days thereafter. Upon receipt of said payment, the Default Judgment shall be opened and the mortgage reinstated.

By the Court,

President Judge

**FILED**

OCT 09 2000

William A. Shaw  
Prothonotary

**FILED**

OCT 09 2000

01/11/03/KC atty Collins

William A. Shaw

Prothonotary

KC atty Federman

*(Handwritten initials)*

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
IDENTIFICATION NO. 12248  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

LaSalle National Bank, as Trustee Under  
the Pooling and Servicing Agreement  
Dated 6/1/99, Series 1999-2

Plaintiff

vs.

William Graham  
Mary Graham

Defendant(s)

: Clearfield County  
:  
: Court of Common Pleas  
:  
: CIVIL DIVISION  
:  
: NO. 00-594-CD  
:  
:  
:  
:

**PRAECIPE TO VACATE JUDGMENT**  
**AND MARK CASE DISCONTINUED AND ENDED**  
**WITHOUT PREJUDICE**

TO THE PROTHONOTARY:

Kindly vacate the Judgment which was entered on July 6, 2000 against William Graham and Mary Graham, Defendants, in the amount of \$27,323.07 relative to the instant matter and mark this case discontinued and ended, without prejudice, upon payment of your costs only.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Dated: November 21, 2000

**FILED**

NOV 29 2000

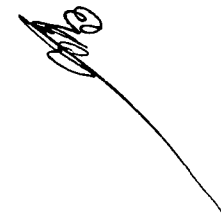
William A. Shaw  
Prothonotary

**FILED**

m18:48:101  
NOV 20 2009

Atty pd.  
7.00

William A. Shaw  
Prothonotary



COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

Docket No. 281

LaSalle National Bank  
Plaintiff(s)

No. 00-594-CD

Debt \$27,323.07

Vs.

Atty's Comm.

William Graham  
Mary Graham  
Defendant(s)

Interest From

Costs \$7.00

NOW, November 29, 2000, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 29th day of November A.D. 2000.

\_\_\_\_\_  
Prothonotary