

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

FILED

JUN 15 2000
2000/NC/C
William A. Shaw
Prothonotary

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

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

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

v.

TERM

NO. 00-594-CO

CLEARFIELD COUNTY

WILLIAM GRAHAM ¹⁰⁴
MARY GRAHAM ²⁰¹
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

11/19/2000

Loan #: 0801837980

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	68.16
6/4/99 to 3/1/00	
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

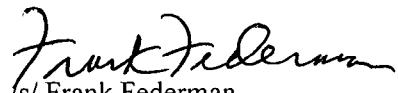
7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

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

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

Mary Graham
RR 1 Box 173 A
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 foreclosure. 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 INMEDIATAMENTE 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>
Total amount to cure default	\$1,502.51

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 1st 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)**

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

CHESTER COUNTY

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
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CLARION 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 piece 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 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 6/10) perches, to be the same more or less, to line
of land of Jerry Kyler; thence north four (4) degrees east twenty three
and five tenths (23 5/10) perches; thence south eighty five (85)
degrees thirty (30) minutes east fifty and six tenths (50 6/10) perches
to the same more or less along line of land this day conveyed to Lody
Hummel. Containing seven (7) acres ten and one fifth (10 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 Recorders 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

Rec'd FEB 22 1988
Dwight T. Sherry
William A. Shaw
Prothonotary
City Fiduciary Bd \$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

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 Mary H. Hays
CHESTER A. HAWKINS
SHERIFF

FILED

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

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.

THE COURT OF COMMON PLEAS

PLAINTIFF

• CLEAREFIELD COUNTY

vs.

1: CERTIFIED 10

•

: No. 00-594-CD

WILLIAM GRAHAM

1

MARY GRAHAM

2

DEFENDANT

1

PRAECLP TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

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

Frank Federman
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 10062**

Plaintiff

vs.

William Graham

Mary 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)

FILED

JUN 06 2000

William A. Shaw
Prothonotary

PRAEICE 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
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 : COURT OF COMMON PLEAS
TRUSTEE UNDER THE POOLING AND : CIVIL DIVISION
SERVICING AGREEMENT DATED : CLEARFIELD COUNTY
6/1/99, SERIES 1999-2 : 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.

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
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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 10062**

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
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

FILED

JUL 05 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**

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

Plaintiff

vs.

**William Graham
Mary Graham**

Defendant(s)

VERIFICATION OF NON-MILITARY SERVICE

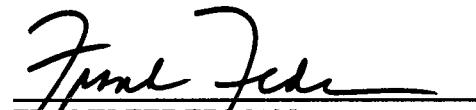
FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(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
M 15 2000
JUL 0 2000 Aty pd.
William A. Shaw 20.00
Proprietary Notice to W. Graham
Notice to M. Graham
Statement to Atty G.
6/20

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**

: Clearfield COUNTY

:

: Court of Common Pleas

:

Plaintiff

: CIVIL DIVISION

:

vs.

: NO. 00-594-CD

:

**William Graham
Mary Graham**

:

:

:

Defendant(s)

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

—lap over margin—

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
Clerk

cc: atty
Collins

Sobel, Collins & Finnebaugh
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)

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.

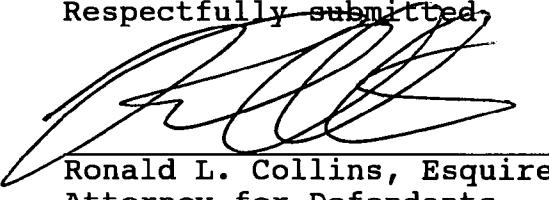
7. Denied. Plaintiff is not entitled to the attorneys fees set forth herein as the default had been cured as set forth hereinabove at paragraph 5.

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 "Ronald L. Collins, Esquire".

Ronald L. Collins, Esquire
Attorney for Defendants

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

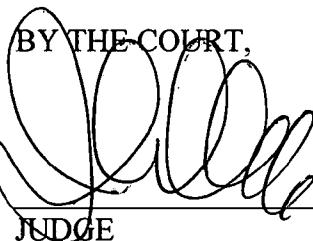
V. : NO. 00-594-CD

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 4th 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 10th day of October, 2000, at 2:30
PM, in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

JUDGE

FILED

AUG 8 2000

William A. Shaw
Prothonotary

FILED

APR 04 2000

SI 4913
William A. Shaw

Prothonotary

Atty
Colucci
FBI

8
Lap over margin

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

8/1/2000
1493ccatty
William A. Shaw
Prothonotary
G. Miller
E. K. 24

Sutel, Collins & Matthews
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)

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

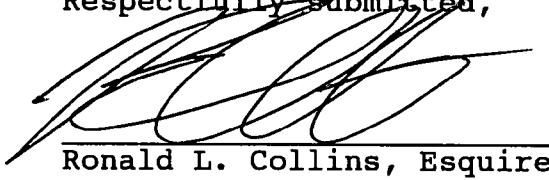
AND NOW, come Defendants, William and Mary Graham, by and through Sobel, Collins and Knaresboro who petition your Honorable Court as follows pursuant to Pa.R.C.P., Rule 237.3.

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,



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 17th day of July,
2000.

Amy L. Woods
Notary Public
Notarial Seal
Amy L. Woods, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Nov. 18, 2002
Member, Pennsylvania Association of Notaries

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

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

LASALLE NATIONAL BANK, : No. 00-594-CD
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 :

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.

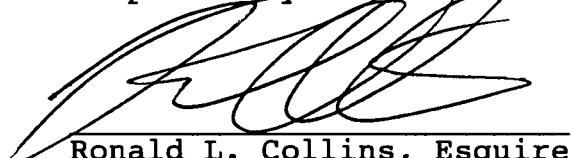
7. Denied. Plaintiff is not entitled to the attorneys fees set forth herein as the default had been cured as set forth hereinabove at paragraph 5.

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,



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, : **COURT OF COMMON PLEAS**
Series 1999-2 : **CLEARFIELD COUNTY**
vs. : **NO. 00-594-CD**
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. 410
ES

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, : **COURT OF COMMON PLEAS**
Series 1999-2 : **CLEARFIELD COUNTY**
vs. : **NO. 00-594-CD**
William Graham :
Mary Graham :

ORDER

AND NOW, this day of , 2000, upon

Defendants' Petition for Relief from Judgment by Default and Plaintiff's response thereto, it is hereby;

ORDERED and **DECREEED** that Defendants' Petition for Relief from Judgment by Default is denied with prejudice and Plaintiff shall proceed with its execution rights under Pennsylvania Law.

BY THE COURT:

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, : **COURT OF COMMON PLEAS**
Series 1999-2 : **CLEARFIELD COUNTY**
vs. : **NO. 00-594-CD**
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/11:20/2000
William A. Shaw
Prothonotary
No. 5/C GRS

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, : **COURT OF COMMON PLEAS**
Series 1999-2 : **CLEARFIELD COUNTY**
vs. : **NO. 00-594-CD**
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-
F

AUG 18 2000

**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

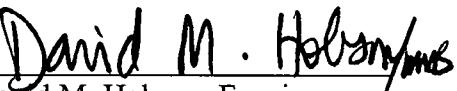
BY: 
David M. Hobson, Esquire
Attorney for Plaintiff

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

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

Mary Graham
RR 1 Box 173 A
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 foreclosure. 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 INMEDIATAMENTE 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>
Total amount to cure default	\$1,502.51

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 1st 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	Northwest Counseling Services 5001 N Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (215) 375-7830	CCCS of Delaware Valley 1515 Market Street, Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 563-7020
HACE 167 W. Allegheny Ave, 2nd fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	Community Housing Counseling Inc P. O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243
Media Fellowship House 302 S. Jackson Street Media, PA 19063 (610) 565-0846 FAX (610) 565-8567	Phila Council For Community Adv. 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941
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	Community Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 (610) 874-1484	CCCS of Delaware Valley Marshall Building 790 E Market St, Suite 215 West Chester, PA 19382 (215) 563-5665

American Credit Counseling Institute

845 Coates St Coatesville, PA 19320 (888) 212-6741	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
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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	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (724) 465-5118
CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747	CCCS of Northeastern PA 1631 S Atherton St Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 238-3669

VERIFICATION

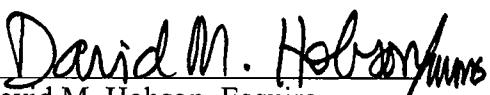
David M. Hobson, Esquire, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this verification, and that the statements made in the foregoing Plaintiff's Response to Defendants' Petition for Relief from Judgment by Default is true and correct to the 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- : No. 00 - 594 - CD
: :
WILLIAM GRAHAM AND :
MARY GRAHAM :
:

ORDER

NOW, this 6th 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

(R. 105)
OCT 09 2000
01/11/03 1cc atty Collins
William A. Shaw
Prothonotary
1cc atty Federman

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

(215) 563-7000

ATTORNEY FOR PLAINTIFF

111
LaSalle National Bank, as Trustee Under
the Pooling and Servicing Agreement
Dated 6/1/99, Series 1999-2

: Clearfield County

:

: Court of Common Pleas

:

: CIVIL DIVISION

:

: NO. 00-594-CD

:

:

:

Plaintiff

vs.

104
14 William Graham
Mary Graham

Defendant(s)

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 Federma
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Dated: November 21, 2000

FILED

NOV 29 2000

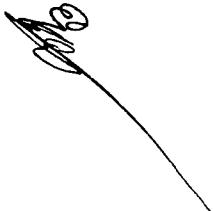
William A. Shaw,
Prothonotary

FILED

11/18/48 7:00
NOV 20 1948

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 No. 00-594-CD
Plaintiff(s)

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