

00-782-CD  
CHASE MANHATTAN BANK -vs- JENNY LYNN MAIGRAM c/k/a JENNY LYNN  
DOLBY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.: 00-782-0

FILED

JUL 03 2000

William A. Shaw  
Prothonotary

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY

Defendant.

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF  
OF PLAINTIFF:  
The Chase Manhattan Bank, et al.

TO DEFENDANT

You are hereby notified to plead  
to the ENCLOSED COMPLAINT WITHIN  
TWENTY (20) DAYS FROM SERVICE HEREOF

ATTORNEYS FOR PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

Kimberly J. Hong, Esquire  
Pa. I.D. #74950

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
5901 East Fowler Avenue  
Tampa, Florida 33617-2362

AND THE DEFENDANT IS:

RR 2, Box 79  
Ginter, PA 16651

ATTORNEYS FOR PLAINTIFF

GRENN & BIRSIC, P.C.

One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
Township of Gulich  
(CITY, BORO, TOWNSHIP) (WARD)

ATTORNEYS FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS                      CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
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AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.:

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

DAVID S. MEHOKICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS       CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.:

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY CITIFINANCIAL MORTGAGE COMPANY, AS AUTHORIZED  
SERVICING AGENT, by its attorneys, Grenen & Birsic, P.C., files this  
Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is The Chase Manhattan Bank, as Trustee of IMC  
Home Equity Loan Trust 1997-7, Under the Pooling and Servicing  
Agreement Dated as of November 1, 1997, by Citifinancial Mortgage  
Company, as Authorized Servicing Agent, (hereinafter "Plaintiff")  
which has its principal place of business at 5901 East Fowler  
Avenue, Tampa, Florida 33617-2362.

2. The Defendant is Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, whose last known address is RR 2, Box 79, Ginter, Pennsylvania 16651.

3. On or about April 15, 1997, Defendant executed a Note in favor of New Jersey Mortgage Investment Corp. (hereinafter "New Jersey"), in the original principal amount of \$23,800.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about April 15, 1997, as security for payment of the aforesaid Note, Defendant made, executed and delivered to New Jersey a Mortgage in the original principal amount of \$23,800.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on April 21, 1997 in Mortgage Book Volume 1835, Page 200. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. New Jersey Mortgage and Investment Corporation assigned all interest and title to said Mortgage and Note pursuant to the terms of a certain Assignment of Mortgage to IMC Mortgage Company; said Assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on November 5, 1999 in Mortgage Book Volume 1999, Page 18380.

6. IMC Mortgage Company assigned all interest and title to said Mortgage and Note to Plaintiff, pursuant to the terms of a certain Assignment of Mortgage.

7. Defendant is the record and real owner of the aforesaid mortgaged premises.

8. Defendant is in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due. Defendant is due for the August 15, 1999 payment.

9. On or about May 17, 2000, Defendant was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

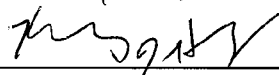
10. The amount due and owing Plaintiff is as follows:

Principal	\$ 23,175.05
Interest to 05/16/00	\$ 2,383.21
Late Charges to 05/16/00	\$ 131.72
Escrow Deficiency to 05/16/00	\$ 50.60
Deferment Interest	\$ 486.60
BPO Fees	\$ 135.00
Property Inspections	\$ 9.95
Title Search, Foreclosure And Execution costs	\$ 1,500.00
Attorneys' fees	<u>\$ 900.00</u>
TOTAL	\$ 28,772.13

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of **\$23,772.13** with interest thereon at the rate of **\$7.81** per diem from May 16, 2000, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENN & BIRSIC, P.C.

BY:

  
\_\_\_\_\_  
Kimberly J. Hong, Esquire  
Attorneys for Plaintiff  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT "A"



NOTE

LOAN NO. DF MAU R91327

FC 70 5768

April 15, 1997

[Date]

STATE COLLEGE

[City]

PENNSYLVANIA

[State]

RR2 BOX 79 ,HOUTZDALE,PA 16651

[Property Address]

614859

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 23,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is New Jersey Mortgage and Investment Corp., A New Jersey Corporation

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.3000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 15th day of each month beginning on May 15, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 15, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 5 Becker Farm Road, Roseland, NJ 07068 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 267.05

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
JENNY LYNNE MAUGHAN (Seal)  
-Borrower

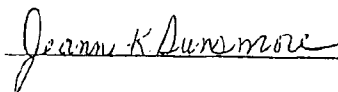
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witnessed By:

(Sign Original Only)

  
\_\_\_\_\_  
Jeanne K. Dunmore

PAY TO THE ORDER OF:

BY: \_\_\_\_\_  
NEW JERSEY MORTGAGE AND INVESTMENT CORP.

**EXHIBIT "B"**

CERTIFIED TO BE A TRUE  
AND CORRECT COPY

AFTER RECORDING MAIL TO:

New Jersey Mortgage and Investment Corp.  
5 Becker Farm Road  
Roseland, NJ 07068

LOAN NO. DF MAU R91327

[Space Above This Line For Recording Data]

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 15, 1997. The mortgagor is JENNY LYNNE MAUGHAN, unmarried F/K/A JENNY LYNNE DOLBY

("Borrower"). This Security Instrument is given to New Jersey Mortgage and Investment Corp., A New Jersey Corporation, which is organized and existing under the laws of New Jersey, and whose address is 5 Becker Farm Road, Roseland, NJ 07068 ("Lender"). Borrower owes Lender the principal sum of Twenty Three Thousand Eight Hundred Dollars and no/100 Dollars (U.S. \$23,800.00). This debt is evidenced by Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 15, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

COMMONLY KNOWN AS RR 2 BOX 79, HOUTZDALE, PA.

ALSO KNOWN AS GINTER, PA.

ALSO KNOWN AS PARCEL #118-L16-161 ON THE CURRENT AND OFFICIAL TAX MAP OF THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA.

BEING THE SAME PREMISES CONVEYED TO THE WITHIN MORTGAGOR BY DEED FROM GEORGE A. DOLBY DATED 9/6/94, RECORDED 10/14/94 IN DEED BOOK 1637, PAGE 255.

THE WITHIN MORTGAGE MAY BE PREPAID IN PART OR IN FULL AT ANY TIME WITHOUT PENALTY.

which has the address of RR2 BOX 79  
[Street]  
HOUTZDALE  
[City]  
Pennsylvania 16651 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

PENNSYLVANIA-SINGLE FAMILY-FNMA/FILMC UNIFORM INSTRUMENT  
ISC/CMDTPA/0391/3039(9-90)-L PAGE 1 OF 6

FORM 3039 9/90

CERTIFIED TRUE COPY CW

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability of Co-signers.** Covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.**

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.



24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument.

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable

- box (5) ☒ Adjustable Rate Rider ☐ Condominium Rider ☐ 1-4 Family Rider  
☐ Graduated Payment Rider ☐ Planned Unit Development Rider ☐ Biweekly Payment Rider  
☐ Balloon Rider ☐ Rate Improvement Rider ☐ Second Home Rider  
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Jeanne K. Dunsmore

Jenny Lynne Maughan (Seal)  
 JENNY LYNNE MAUGHAN  
 F/K/A JENNY LYNNE DOLBY  
 Social Security Number 198-62-7048

\_\_\_\_\_  
 (Seal)  
 Social Security Number

\_\_\_\_\_  
 (Seal)  
 Social Security Number

\_\_\_\_\_  
 (Seal)  
 Social Security Number

Certificate of Residence

I, Jeanne K. Dunsmore, do hereby certify that the correct address of the within-named Mortgagee is 5 Becker Farm Road, Roseland, NJ 07068

Witness my hand this 15TH day of APRIL, 1997.

Jeanne K. Dunsmore  
 Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, ENTER

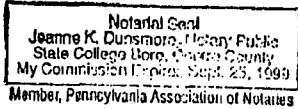
County ss:

On this, the 15TH day of APRIL, 1997, before me, the undersigned officer, personally appeared JENNY LYNNE MAUGHAN F/K/A JENNY LYNNE DOLBY

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:



Jeanne K. Dunsmore  
 Title of Officer

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A CONTINUED

Commitment No. 0370430

### Legal Description

ALL that certain piece or parcel of land situate in the Township of Guilford, County of Clearfield, and State of Pennsylvania, bounded and described as follows:  
 BEGINNING at a post and running South parallel with Old Bald Eagle Pike sixty (60) feet to a post on land of Edward Miller, deceased; thence East Two Hundred (200) feet to a post on said Edward Miller lands; thence North sixty (60) feet to a post; thence West Two Hundred (200) feet to a post and place of beginning.

This commitment is invalid unless the foregoing provisions and Schedules A and B are attached.

Chicago Title Insurance Company

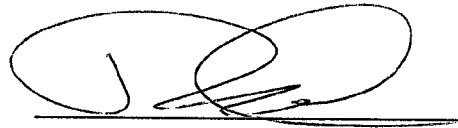
NO. 504 P. 3/6

EXPRESS FINANCIAL INVESTMENTS

MAY 20 1997 11:11AM  
 APR 21 1997 8:23AM

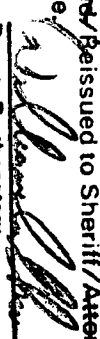
VERIFICATION

The undersigned, and duly authorized representative of Plaintiff, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his information and belief.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a horizontal line at the end.

Gabriel Proffenski

for Plaintiff  
before me at Philadelphia, Pennsylvania  
Document

141 Sept 2002 Document  
Reinstated/ Reissued to Sheriff/ Attorney  
for service  
  
Deputy Prothonotary

**FILED** Atty. pd. 80.00  
m1131201 NOCC  
JUL 03 2000  
William A. Shaw  
Prothonotary

KIMBERLY J. HONG

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK

00-782-CD

VS

MAUGHAN, JENNY LYNNE F/K/A

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW AUGUST 3, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I  
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT  
FOUND" AS TO JENNY LYNNE MAUGHAN F/K/A JENNY LYNNE DOLBY,  
DEFENDANT. HOUSE IS EMPTY, ACCORDING TO POST OFFICE THEY  
STILL PICK UP MAIL.

36.88 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

10th DAY OF August 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 Marilyn Harris

CHESTER A. HAWKINS  
SHERIFF

FILED

AUG 10 2000  
01124am  
William A. Shaw  
Prothonotary EKS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.: 00-782-2

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF  
OF PLAINTIFF:

The Chase Manhattan Bank, et al.

TO DEFENDANT

You are hereby notified to plead  
to the ENCLOSED COMPLAINT WITHIN  
TWENTY (20) DAYS FROM SERVICE HEREOF

Kimberly J. Hong  
ATTORNEYS FOR PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

Kimberly J. Hong, Esquire  
Pa. I.D. #74950

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
5901 East Fowler Avenue  
Tampa, Florida 33617-2362

AND THE DEFENDANT IS:

RR 2, Box 79  
Ginter, PA 16651

William L. Shaw  
ATTORNEYS FOR PLAINTIFF

GRENN & BIRSIC, P.C.

One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
Township of Gulich  
(CITY, BORO, TOWNSHIP) (WARD)

Kimberly J. Hong  
ATTORNEYS FOR PLAINTIFF

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JUL 03 2000

Attest:

William L. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS                      CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.:

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

DAVID S. MEHOKICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff, NO.:

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY CITIFINANCIAL MORTGAGE COMPANY, AS AUTHORIZED  
SERVICING AGENT, by its attorneys, Grenen & Birsic, P.C., files this  
Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is The Chase Manhattan Bank, as Trustee of IMC  
Home Equity Loan Trust 1997-7, Under the Pooling and Servicing  
Agreement Dated as of November 1, 1997, by Citifinancial Mortgage  
Company, as Authorized Servicing Agent, (hereinafter "Plaintiff")  
which has its principal place of business at 5901 East Fowler  
Avenue, Tampa, Florida 33617-2362.



2. The Defendant is Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, whose last known address is RR 2, Box 79, Ginter, Pennsylvania 16651.

3. On or about April 15, 1997, Defendant executed a Note in favor of New Jersey Mortgage Investment Corp. (hereinafter "New Jersey"), in the original principal amount of \$23,800.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

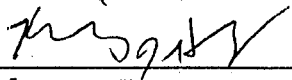
4. On or about April 15, 1997, as security for payment of the aforesaid Note, Defendant made, executed and delivered to New Jersey a Mortgage in the original principal amount of \$23,800.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on April 21, 1997 in Mortgage Book Volume 1835, Page 200. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. New Jersey Mortgage and Investment Corporation assigned all interest and title to said Mortgage and Note pursuant to the terms of a certain Assignment of Mortgage to IMC Mortgage Company; said Assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on November 5, 1999 in Mortgage Book Volume 1999, Page 18380.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$28,772.13 with interest thereon at the rate of \$7.81 per diem from May 16, 2000, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENN & BIRSIC, P.C.

BY:

  
Kimberly J. Hong, Esquire  
Attorneys for Plaintiff  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT "A"

NOTE

FC 70 5768  
LOAN NO. DF MAU R91327

April 15, 1997

(Date)

STATE COLLEGE  
(City)

PENNSYLVANIA  
(State)

RR2 BOX 79 ,HOUTZDALE, PA 16651

(Property Address)

614859

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 23,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is New Jersey Mortgage and Investment Corp., A New Jersey Corporation

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.3000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 15th day of each month beginning on May 15, 1997. I will make these payments every month until I have paid all of principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 15, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 5 Becker Farm Road, Roseland, NJ 07063

or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 267.05

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.


10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 20 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
JENNY LYNNE MAUGHAN

(Seal)  
-Borrower

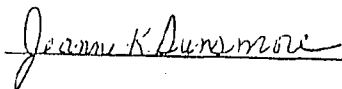
(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

Witnessed By:

(Sign Original Only)

  
Jeanne K. Dunmore

PAY TO THE ORDER OF:

BY: \_\_\_\_\_  
NEW JERSEY MORTGAGE AND INVESTMENT CORP.

CERTIFIED TO BE A TRUE  
AND CORRECT COPY

AFTER RECORDING MAIL TO:

New Jersey Mortgage and Investment Corp.  
5 Becker Farm Road  
Roseland, NJ 07068

LOAN NO. OF MAU R91327

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 15, 1997. The mortgagor is JENNY LYNNE MAUGHAN, unmarried F/K/A JENNY LYNNE DOLBY

("Borrower"). This Security Instrument is given to New Jersey Mortgage and Investment Corp., A New Jersey Corporation, which is organized and existing under the laws of New Jersey, and whose address is 5 Becker Farm Road, Roseland, NJ 07068 ("Lender"). Borrower owes Lender the principal sum of Twenty Three Thousand Eight Hundred Dollars and no/100 Dollars (U.S. \$ 23,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 15, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

COMMONLY KNOWN AS RR 2 BOX 79, HOUTZDALE, PA.

ALSO KNOWN AS GINTER, PA.

ALSO KNOWN AS PARCEL #118-116-161 ON THE CURRENT AND OFFICIAL TAX MAP OF THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA.

BEING THE SAME PREMISES CONVEYED TO THE WITHIN MORTGAGOR BY DEED FROM GEORGE A. DOLBY DATED 9/6/94, RECORDED 10/14/94 IN DEED BOOK 1637, PAGE 255.

THE WITHIN MORTGAGE MAY BE PREPAID IN PART OR IN FULL AT ANY TIME WITHOUT PENALTY.

which has the address of

RR2 BOX 79

HOUTZDALE

[County]

[City]

Pennsylvania

16651  
[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property". BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

PENNSYLVANIA-SINGLE FAMILY-FNMA/FILMC UNIFORM INSTRUMENT  
ISC/CMDTPA/0391/3039(9-90)-L

PAGE 1 OF 6

FORM 3039 9/90

CERTIFIED TRUE COPY *SW*

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's interests in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of each inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.



In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or under applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability of Co-signers.** Covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument.

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable

- box(es) ☒ Adjustable Rate Rider ☐ Condominium Rider ☐ 1-4 Family Rider  
☐ Graduated Payment Rider ☐ Planned Unit Development Rider ☐ Biweekly Payment Rider  
☐ Balloon Rider ☐ Rate Improvement Rider ☐ Second Home Rider  
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Jeanne K. Dunsmore

JENNY LYNNE MAUGHAN  
 F/K/A JENNY LYNNE DOLBY  
 Social Security Number 198-62-7048

(Seal)  
 -Borrower

(Seal)  
 -Borrower

Social Security Number

Social Security Number

(Seal)  
 -Borrower

(Seal)  
 -Borrower

Social Security Number

Certificate of Residence

I, Jeanne K. Dunsmore, do hereby certify that the correct address of the within-named Mortgagee is 5 Becker Farm Road, Roseland, NJ 07068.  
 Witness my hand this 15TH day of APRIL, 1997.

Jeanne K. Dunsmore

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, ENTER

County ss:

On this, the 15TH day of APRIL, 1997, before me, the undersigned officer, personally appeared JENNY LYNNE MAUGHAN F/K/A JENNY LYNNE DOLBY

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notarial Seal  
 Jeanne K. Dunsmore, Notary Public  
 State College Baro, Centre County  
 My Commission Expires Sept. 25, 1999  
 Member, Pennsylvania Association of Notaries

Title of Officer

# COMMITMENT FOR TITLE LANCE

## SCHEDULE A CONTINUED

Commitment N 0370430

### Legal Description

ALL that certain piece or parcel of land situate in the Township of Galloway, County of Clearfield, and State of Pennsylvania, bounded and described as follows:  
BEGINNING at a post and running South parallel with Old Bald Eagle Pike sixty (60) feet to a post on land of Edward Miller, deceased; thence East Two Hundred (200) feet to a post on said Edward Miller lands; thence North sixty (60) feet to a post; thence West Two Hundred (200) feet to a post and place of beginning.

This commitment is invalid unless the foregoing provisions and Schedules A and B are attached.

Chicago Title Insurance Company

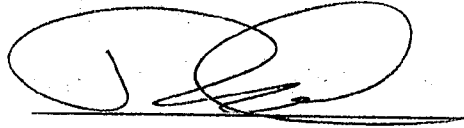
NO. 584 P. 376

EXPRESS FINANCIAL  
NIMIC INVESTMENTS

APR. 20, 1997 11:11AM  
APR. 21, 1997 01:23AM

VERIFICATION

The undersigned, and duly authorized representative of Plaintiff, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his information and belief.

A handwritten signature in black ink, consisting of a large, stylized 'J' or 'L' shape followed by a horizontal line.

CA (3)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

CIVIL DIVISION

Plaintiff,

No.:00-782-CD

vs.

ISSUE NUMBER:

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

TYPE OF PLEADING:

Defendant.

MOTION FOR SERVICE OF  
COMPLAINT PURSUANT TO  
SPECIAL ORDER OF COURT AND  
ORDER OF COURT

CODE -

FILED ON BEHALF  
OF PLAINTIFF: THE CHASE  
MANHATTAN BANK, ET AL.

COUNSEL OF RECORD  
FOR THIS PARTY:

Kimberly J. Hong, Esquire  
Pa. I.D. #74950

GRENNEN & BIRSIC, P.C.  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
( 412 ) 281-7650

FILED

SEP 05 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS                      CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

No.:00-782-CD

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

MOTION FOR SERVICE OF COMPLAINT IN MORTGAGE FORECLOSURE  
PURSUANT TO SPECIAL ORDER OF COURT

AND NOW, comes the Plaintiff, THE CHASE MANHATTAN BANK, AS TRUSTEE  
OF IMC HOME EQUITY LOAN TRUST 1997-7, UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF NOVEMBER 1, 1997, BY CITIFINANCIAL MORTGAGE  
COMPANY, AS AUTHORIZED SERVICING AGENT. by and through its attorneys,  
GRENNEN & BIRSIC, P.C., and files the within Motion for Service of Civil  
Action - Complaint in Mortgage Foreclosure Pursuant to Special Order of  
Court under Pennsylvania Rule of Civil Procedure 430 as follows:

1. On or about July 3, 2000, Plaintiff filed a Civil Action -  
Complaint in Mortgage Foreclosure against the Defendant, Jenny Lynne  
Maughan f/k/a Jenny Lynne Dolby, at the above-captioned number and term.

2. On or about July 3, 2000, Plaintiff delivered to the Sheriff of Clearfield County a copy of the Civil Action - Complaint in Mortgage Foreclosure filed by Plaintiff at the above-captioned number and term along with direction cards requesting that the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, be served a copy of the Complaint at her last known address being RR 2, Box 79, Ginter, Pennsylvania 16651.

3. On or about August 10, 2000, Plaintiff received Notice from the Sheriff of Clearfield County indicating that an attempt was made to serve the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, with a copy of the Complaint at her last known address being RR 2, Box 79, Ginter, Pennsylvania 16651; however, the property was vacant. The Sheriff's Affidavit also indicates the Defendant still "picks up" mail at the address. A true and correct copy of the Affidavit of Service from the Sheriff of Clearfield County is marked Exhibit "A", attached hereto and made a part hereof.

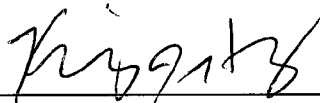
4. An Affidavit of the Plaintiff stating the nature and extent of the investigation which has been made to determine the whereabouts of the Defendant and the reasons why service of the Complaint cannot be made, is marked Exhibit "B", attached hereto and made a part hereof.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court allow the Sheriff of Clearfield County to post a copy of the Complaint on the property at RR 2, Box 79, Houtzdale, PA 16651, and permit the Plaintiff to serve the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, by mailing a true and correct copy of the Complaint by certified mail, return receipt requested and by first class mail, postage pre-paid addressed to Jenny Lynne Maughan f/k/a Jenny Lynne Dolby at RR 2, Box 79, Houtzdale, PA 16651 and RR 2, Box 79, Ginter, PA 16651. Service of the Complaint shall be deemed complete and valid upon posting by the Sheriff and mailing by the Plaintiff.

GRENNEN & BIRSIC, P.C.

8/29/00

BY:



Kimberly J. Hong, Esquire  
Attorneys for Plaintiff

One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7560



**EXHIBIT “A”**

KIM RLY J. HONG

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK

00-782-CD

VS

MAUGHAN, JENNY LYNNE F/K/A

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW AUGUST 3, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I  
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT  
FOUND" AS TO JENNY LYNNE MAUGHAN F/K/A JENNY LYNNE DOLBY,  
DEFENDANT. HOUSE IS EMPTY, ACCORDING TO POST OFFICE THEY  
STILL PICK UP MAIL.

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

SWORN TO BEFORE ME THIS

SO ANSWERS,

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2000

\_\_\_\_\_

CHESTER A. HAWKINS  
SHERIFF

**EXHIBIT "B"**

THE CHASE MANHATTAN BANK, AS CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

No. : 00-782-CD

Defendant.

COUNTY OF ALLEGHENY )  
 ) S3  
COMMONWEALTH OF PENNSYLVANIA )

a. On or about August 16, 2000, Plaintiff mailed to the United States Postmaster at Ginter, PA 16651, a request to be furnished with a forwarding address of the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby.

- b. On or about August 24, 2000, Plaintiff received a response from the United States Postmaster; said response indicated that the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, resides at RR 2, Box 79, Ginter, PA 16651. A true and correct copy of said response is marked as Attachment "A", attached hereto and made a part hereof.
- c. On or about August 16, 2000, Plaintiff mailed to the United States Postmaster at Houtzdale, PA 16651, a request to be furnished with a forwarding address of the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby.
- d. On or about August 24, 2000, Plaintiff received a response from the United States Postmaster; said response indicated that the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, resides at RR 2, Box 79, Houtzdale, PA 16651. A true and correct copy of said response is marked as Attachment "B", attached hereto and made a part hereof.
- e. Examinations were made of the Clearfield County Tax Assessment Office; said examinations indicated that the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, resides at RR 2, Box 79, Houtzdale, PA 16651.
- f. Examinations were made of the Clearfield County Voter's Registration Office; said examinations indicated that the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, is not registered to vote in Clearfield County.

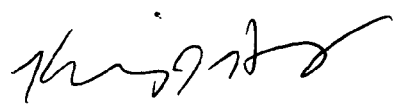
g. Examinations were made of the Clearfield County phone directory; said examinations indicated no listings for the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby.

h. Examinations were made on a nationwide computer search; said examinations indicated that the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, resides at RR 2, Box 79, Houtzdale, PA 16651. A true and correct copy of said search is marked Attachment "C", attached hereto and made a part hereof.

Finally, affiant deposes and says that after the foregoing investigation, the Plaintiff believes that the whereabouts of Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, are unknown.

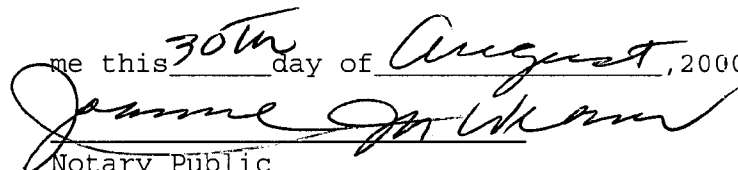
GRENN & BIRSIC, P.C.

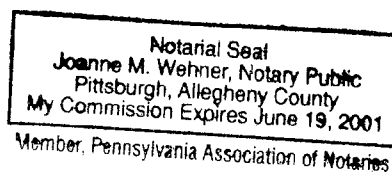
BY:

  
\_\_\_\_\_  
Kimberly J. Hong, Esquire  
Attorneys for Plaintiff  
One Gateway Center-Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

Sworn to and subscribed before

me this 30th day of August, 2000.

  
\_\_\_\_\_  
Notary Public



**ATTACHMENT "A"**

Date 08/16/00

Postmaster

Gitner, PA 16651

City, State, ZIP Code

**Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process**

Please furnish the new address or the name and street address (if a box holder) for the following:

Name: Jenny Lynne Maughan a/k/a Jenny Lynne Dolby

Address: RR 2, Box 79

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for box holder information.

The following information is provided in accordance with 39 CFR 165.6(d)(8)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): Legal Assistant  
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute): \_\_\_\_\_

3. The names of all known parties to the litigation: The Chase Manhattan Bank, et al vs. Jenny Lynne Maughan a/k/a Jenny Lynne Dolby

4. The court in which the case has been or will be heard: Court of Common Pleas of Clearfield County

5. The docket or other identifying number if one has been issued:  
00-782-CD

6. The capacity in which this individual is to be served (e.g., defendant or witness): Defendant

**WARNING**

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

GRENN & BIRSIC, P.C.  
One Gateway Center, Nine West  
Pittsburgh, PA 15222

Gerald L. Potter, Jr.  
Signature  
Gerald L. Potter, Jr.  
Printed Name

FOR POST OFFICE USE ONLY

☒ No change of address order on file. NEW ADDRESS or  
BOX HOLDER'S POSTMARK  
\_\_\_\_ Not known at address given. NAME and STREET ADDRESS  
\_\_\_\_ Moved, left no forwarding address  
\_\_\_\_ No such address.



**ATTACHMENT “B”**

Date 08/16/00

Postmaster  
Houtzdale, PA 16651  
City, State, ZIP Code

**Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process**

Please furnish the new address or the name and street address (if a box holder) for the following:

Name: Jenny Lynne Maughan a/k/a Jenny Lynne Dolby

Address: RR 2, Box 79

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for box holder information.

The following information is provided in accordance with 39 CFR 165.6(d)(8)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): Legal Assistant
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute): \_\_\_\_\_

3. The names of all known parties to the litigation: The Chase Manhattan Bank, et al vs. Jenny Lynne Maughan a/k/a Jenny Lynne Dolby

4. The court in which the case has been or will be heard: Court of Common Pleas of Clearfield County

5. The docket or other identifying number if one has been issued:  
00-782-CD

6. The capacity in which this individual is to be served (e.g., defendant or witness): Defendant

**WARNING**

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

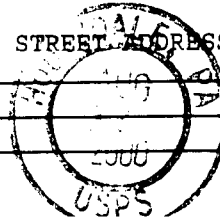
GRENN & BIRSIC, P.C.  
One Gateway Center, Nine West  
Pittsburgh, PA 15222

Gerald L. Potter, Jr.  
Signature  
Gerald L. Potter, Jr.  
Printed Name

FOR POST OFFICE USE ONLY

☒ No change of address order on file. NEW ADDRESS or  
BOX HOLDER'S POSTMARK  
☐ Not known at address given.  
☐ Moved, left no forwarding address  
☐ No such address.

NAME and STREET ADDRESS



ATTACHMENT "C"

2ND DOCUMENT of Level 1 printed in FULL format.

\* \* \* THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY \* \* \*

PERSON LOCATOR: P-SEEK

Name: DOLBY, JENNY LYNNE

Spouse First Name/Initial: GEORGE

Consumer Name Last Updated: 5/27/1997

Current Address: RR 2 BOX 79, HOUTZDALE, PA 16651-9519

Previous Addresses: PO BOX 79

HOUTZDALE, PA 16651-0079

Address Type: PO BOX

Address Created: UNKNOWN

Address Updated: 2/14/1995

PO BOX 278

MADERA, PA 16661-0278

Address Type: PO BOX

Address Created: 11/30/1993

Address Updated: 2/13/1994

Current Address Type: RURAL ROUTE

Current Address Created: 8/8/1995

Current Address Updated: 11/11/1999

Birthyear: 1965

Gender: FEMALE

On File Since: 1/18/1993

Date Vendor Record Last Updated: 11/11/1999

3RD DOCUMENT of Level 1 printed in FULL format.

\* \* \* THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY \* \* \*

PERSON LOCATOR: P-TRAK

Name: MAUGHAN, JENNY LYNNE

Other Names: DOLBY, JENNIE, L; DOLBY, JENNY, L

Current Address: RR 2 POB 79, HOUTZDALE, PA 16651

Previous Addresses: 184 BEVERLY MNR APT. 202  
BEVERLY, WV 26253

POB 278  
MADERA, PA 16661

Current Address Updated: 2/1/1997

Previous Address Updated: 7/1/1996

Birthdate: 9/1965

Telephone Number: 834-2714

On File Since: 5/1/1987

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

No.:00-782-CD

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

CERTIFICATE OF SERVICE

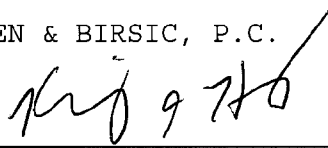
The undersigned hereby certifies that a true and correct copy of the  
within Motion for Service of the Complaint in Mortgage Foreclosure  
Pursuant to Special Order of Court and Order of Court was mailed to the  
following on this 29<sup>th</sup> day of August, 2000, by first class, U.S. Mail,  
postage pre-paid:

Jenny Lynne Maughan f/k/a  
Jenny Lynne Dolby  
RR 2, Box 79  
Houtzdale, PA 16651

Jenny Lynne Maughan f/k/a  
Jenny Lynne Dolby  
RR 2, Box 79  
Ginter, PA 16651


GRENNEN & BIRSIC, P.C.

BY:

  
\_\_\_\_\_  
Kimberly J. Hong, Esquire  
Attorneys for Plaintiff  
One Gateway Center-Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

FILED

SEP 05 2000  
M/ 1:30 PM  
William A. Shaw  
Prothonotary

NO CERT COPIES 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

CIVIL DIVISION

Plaintiff,

No.:00-782-CD

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

ORDER OF COURT

AND NOW, to wit, this 7<sup>th</sup> day of September, 2000, upon consideration of the within Motion for Service of the Complaint in Mortgage Foreclosure Pursuant to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that the Sheriff of Clearfield County is hereby allowed to serve the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, with a true and correct copy of Plaintiff's Complaint in Mortgage Foreclosure by posting the property at RR 2, Box 79, Houtzdale, PA 16651, and Plaintiff is permitted to serve the Defendant, by mailing a true and correct copy of the Complaint by certified mail, return receipt requested and by first class mail, postage pre-paid addressed to Jenny Lynne Maughan f/k/a Jenny Lynne Dolby at RR 2, Box 79, Houtzdale, PA 16651 and RR 2, Box 79, Ginter, PA 16651. Service on the Defendant shall be deemed complete and valid upon posting by the Sheriff of Clearfield County and mailing by the Plaintiff.

**FILED**

SEP 07 2000

William A. Shaw  
Prothonotary

BY THE COURT:

J.



FILED

SEP 07 2000

03:29/1cc atty Hong  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, CIVIL DIVISION  
AS TRUSTEE OF IMC HOME EQUITY  
LOAN TRUST 1997-7, UNDER THE  
POOLING AND SERVICING AGREEMENT  
DATED AS OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.:00-782-CD

ISSUE NO.:

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

TYPE OF PLEADING  
PRAECIPE TO REINSTATE  
CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

Defendant.

**FILED**

SEP 14 2000

William A. Shaw  
Prothonotary

FILED ON BEHALF  
OF PLAINTIFF:  
The Chase Manhattan  
Bank, et al.

COUNSEL OF RECORD  
FOR THIS PARTY:

Kimberly J. Hong, Esquire  
Pa. I.D. #74950

GRENNEN & BIRSIC, P.C.  
Nine West  
One Gateway Center  
Pittsburgh, PA 15222  
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, CIVIL DIVISION  
AS TRUSTEE OF IMC HOME EQUITY  
LOAN TRUST 1997-2, UNDER THE  
POOLING AND SERVICING AGREEMENT  
DATED AS OF MARCH 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff, NO.:00-782-CD  
vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

PRAECIPE TO REINSTATE CIVIL ACTION -  
COMPLAINT IN MORTGAGE FORECLOSURE

TO: PROTHONOTARY

SIR/MADAM:

Kindly reinstate the Civil Action - Complaint in Mortgage  
Foreclosure with respect to the above-referenced matter and mark the  
docket accordingly.

GRENN & BIRSIC, P.C.

9/8/00

BY:

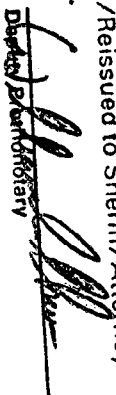
[Signature]  
Attorneys for Plaintiff

FILED

SEP 14 2000  
M 13 23  
William A. Shaw  
Prothonotary

Comp. to Sheriff  
\$7.00

9.14.00 Document  
Retained/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK  
VS  
MAUGHAN, JENNY LYNNE F/K/A

00-782-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW SEPTEMBER 18, 2000 AT 10:58 AM DST POSTED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON JENNY LYNNE MAUGHAN  
F/K/A JENNY LYNNE DOLBY, DEFENDANT AT RR#2 BOX 79, GINTER,  
CLEARFIELD COUNTY, PENNSYLVANIA.

20.44 SHFF. HAWKINS PAID BY: ATTY.

SWORN TO BEFORE ME THIS

29th DAY OF September 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 Marilyn Harris

CHESTER A. HAWKINS  
SHERIFF

FILED

SEP 29 2000  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.: 00-782-05



vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

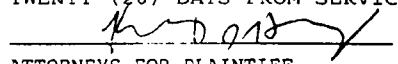
TYPE OF PLEADING

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF  
OF PLAINTIFF:  
The Chase Manhattan Bank, et al.

**TO DEFENDANT**

You are hereby notified to plead  
to the ENCLOSED COMPLAINT WITHIN  
TWENTY (20) DAYS FROM SERVICE HEREOF

  
ATTORNEYS FOR PLAINTIFF

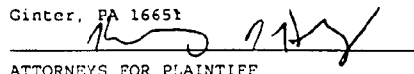
COUNSEL OF RECORD  
FOR THIS PARTY:

Kimberly J. Hong, Esquire  
Pa. I.D. #74950

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
5901 East Fowler Avenue  
Tampa, Florida 33617-2362

AND THE DEFENDANT IS:

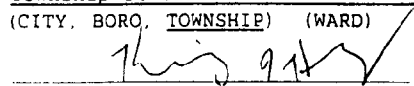
RR 2, Box 79  
Ginter, PA 16651

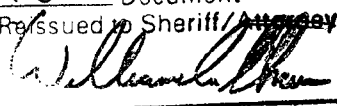
  
ATTORNEYS FOR PLAINTIFF

GRENN & BIRSIC, P.C.

One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
Township of Gulich  
(CITY, BORO, TOWNSHIP) (WARD)

  
ATTORNEYS FOR PLAINTIFF

9-14-00 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. 

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.:

VS.

TYPE OF PLEADING

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

Defendant.

FILED ON BEHALF  
OF PLAINTIFF:

The Chase Manhattan Bank, et al.

TO DEFENDANT

You are hereby notified to plead  
to the ENCLOSED COMPLAINT WITHIN  
TWENTY (20) DAYS FROM SERVICE HEREOF

ATTORNEYS FOR PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

Kimberly J. Hong, Esquire  
Pa. I.D. #74950

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
5901 East Fowler Avenue  
Tampa, Florida 33617-2362

AND THE DEFENDANT IS:

RR 2, Box 73  
Ginter, PA 16651

ATTORNEYS FOR PLAINTIFF

GRENN & BIRCH, P.C.

One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
Township of Gulich  
(CITY, BORO, TOWNSHIP) (WARD)  
ATTORNEYS FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS                      CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.:

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

DAVID S. MEHOKICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830  
(814) 765-2641



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS       CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.:

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

~~THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING AND SERVICING AGREEMENT DATED AS~~

OF NOVEMBER 1, 1997, BY CITIFINANCIAL MORTGAGE COMPANY, AS AUTHORIZED  
SERVICING AGENT, by its attorneys, Grenen & Birsic, P.C., files this  
Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is The Chase Manhattan Bank, as Trustee of IMC Home Equity Loan Trust 1997-7, Under the Pooling and Servicing Agreement Dated as of November 1, 1997, by Citifinancial Mortgage Company, as Authorized Servicing Agent, (hereinafter "Plaintiff") which has its principal place of business at 5901 East Fowler Avenue, Tampa, Florida 33617-2362.

2. The Defendant is Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, whose last known address is RR 2, Box 79, Ginter, Pennsylvania 16651.

3. On or about April 15, 1997, Defendant executed a Note in favor of New Jersey Mortgage Investment Corp. (hereinafter "New Jersey"), in the original principal amount of \$23,800.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about April 15, 1997, as security for payment of the aforesaid Note, Defendant made, executed and delivered to New Jersey a Mortgage in the original principal amount of \$23,800.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on April 21, 1997 in Mortgage Book Volume 1835, Page 200. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B". attached hereto and made a part hereof.

5. New Jersey Mortgage and Investment Corporation assigned all interest and title to said Mortgage and Note pursuant to the terms of a certain Assignment of Mortgage to IMC Mortgage Company; said Assignment being recorded in the Office of the Recorder of Deeds of Clearfield County on November 5, 1999 in Mortgage Book Volume 1999, Page 18380.

6. IMC Mortgage Company assigned all interest and title to said Mortgage and Note to Plaintiff, pursuant to the terms of a certain Assignment of Mortgage.

7. Defendant is the record and real owner of the aforesaid mortgaged premises.

8. Defendant is in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due. Defendant is due for the August 15, 1999 payment.

9. On or about May 17, 2000, Defendant was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983, in

compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

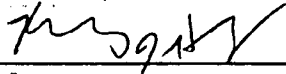
10. The amount due and owing Plaintiff is as follows:

Principal	\$ 23,175.05
Interest to 05/16/00	\$ 2,383.21
Late Charges to 05/16/00	\$ 131.72
Escrow Deficiency to 05/16/00	\$ 50.60
Deferment Interest	\$ 486.60
BFO Fees	\$ 135.00
Property Inspections	\$ 9.95
Titl. Search, Foreclosure And Execution costs	\$ 1,500.00
Attorneys' fees	\$ 900.00
TOTAL	\$ 28,772.13

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$28,772.13 with interest thereon at the rate of \$7.81 per diem from May 16, 2000, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENN & BIRSIC, P.C.

BY:

  
Kimberly J. Hong, Esquire  
Attorneys for Plaintiff

One Gateway Center

Nine West

Pittsburgh, PA 15222

(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT "A"

## NOTE

LOAN NO. DF MAU R91327

FCI 5768

April 15, 1997

(Date)

STATE COLLEGE

(City)

PENNSYLVANIA

(State)

RR2 BOX 79, HOUTZDALE, PA 16651

(Property Address)

614859

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 23,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is New Jersey Mortgage and Investment Corp., A New Jersey Corporation

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.3000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month. I will make my monthly payments on the 15th day of each month beginning on May 15, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 15, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 5 Becker Farm Road, Roseland, NJ 07068 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 267.05

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no charge to the due date or in the amount of my monthly payments unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.


10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

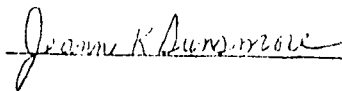
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 20 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
JENNY LYNNE MAUGHAN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witnessed By:

  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

(Sign Original Only)

PAY TO THE ORDER OF:

BY: \_\_\_\_\_  
NEW JERSEY MORTGAGE AND INVESTMENT CORP.

EXHIBIT "B"



CERTIFIED TO BE A TRUE  
AND CORRECT COPY

AFTER RECORDING MAIL TO:

New Jersey Mortgage and Investment Corp.  
5 Becker Farm Road  
Roseland, N.J. 07068

LOAN NO. OF MAU R91327

[Space Above This Line For Recording Data]

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 15, 1997. The mortgagor is JENNY LYNNE MAUGHAN, unmarried F/K/A JENNY LYNNE DOLBY

("Borrower"). This Security Instrument is given to New Jersey Mortgage and Investment Corp., A New Jersey Corporation, which is organized and existing under the laws of New Jersey, and whose address is 5 Becker Farm Road, Roseland, NJ 07068 ("Lender"). Borrower owes Lender the principal sum of Twenty Three Thousand Eight Hundred Dollars and no/100 Dollars (U.S. \$ 23,800.00). This debt is evidenced by note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 11/15/99. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

COMMONLY KNOWN AS RR 2 BOX 79, HOUTZDALE, PA.

ALSO KNOWN AS GINTER, PA.

ALSO KNOWN AS PARCEL #118-L16-161 ON THE CURRENT AND OFFICIAL TAX MAP OF THE TOWNSHIP OF GULICH, COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA.

BEING THE SAME PREMISES CONVEYED TO THE WITHIN MORTGAGOR BY DEED FROM GEORGE A. DOLBY DATED 9/6/94, RECORDED 10/14/94 IN DEED BOOK 1637, PAGE 255.

THE WITHIN MORTGAGE MAY BE REPAYED IN PART OR IN FULL AT ANY TIME WITHOUT PENALTY.

which has the address of RR 2 BOX 79  
[Street]  
HOUTZDALE  
[City]  
Pennsylvania 16651 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

PENNSYLVANIA-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTPA/M391/0319(9-90)-L

PAGE 1 OF 6

FORM 3039 9/90

CERTIFIED TRUE COPY *sw*

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges and Liens.** Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18; by causing the action or proceeding to be dismissed with prejudice, calling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the principal of this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of the parties to this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of a different method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.**

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the use, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17, unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further notify Borrower of the right of Borrower, after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or, in the defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand, and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any taxes or other charges.

**23. Waivers.** Borrower, to the extent permitted by applicable law, releases any error or omission in the proceedings to enforce this Security Instrument, and hereby waives any claim, present or future, for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 13 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument.

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]               |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Jeanne K. Dunsmore

Jenny Lynne Haughan  
F/K/A Jenny Lynne Dolby

JENNY LYNNE HAUGHAN (Seal)  
F/K/A JENNY LYNNE DOLBY  
Social Security Number 198-62-7048

Social Security Number \_\_\_\_\_ (Seal)  
Borrower

Social Security Number \_\_\_\_\_ (Seal)  
Borrower

Social Security Number \_\_\_\_\_ (Seal)  
Borrower

[Space Below This Line For Acknowledgment]

**Certificate of Residence**

Jeanne K. Dunsmore do hereby certify that the correct address of the within-named  
Mortgagee is 5 Backen Farm Road, Rosemont, PA 19068  
Witness my hand this 15TH day of APRIL, 1997

Jeanne K. Dunsmore

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA CENTER

County ss:

On this, the 15TH day of APRIL, 1997, before me, the undersigned officer, personally appeared  
JENNY LYNNE HAUGHAN F/K/A JENNY LYNNE DOLBY

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Jeanne K. Dunsmore

Title of Officer

Notarial Seal  
Jeanne K. Dunsmore, Notary Public  
Legal Name, Dunsmore  
My Commission Expires Sept. 25, 1999  
Member, Pennsylvania Association of Notaries

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A CONTINUED

Commitment No. 1570430

### Legal Description

ALL that certain piece or parcel of land situate in the Township of Dallas, County of Clearfield, and State of Pennsylvania, bounded and described as follows:  
BEGINNING at a post and running South parallel with Old Bald Eagle Pike sixty (60) feet to a post on land of Edward Miller, deceased; thence East Two Hundred (200) feet to a post on said Edward Miller lands; thence North sixty (60) feet to a post; thence West Two Hundred (200) feet to a post and place of beginning.

This commitment is invalid unless the foregoing provisions and Schedules A and B are attached

Chicago Title Insurance Company

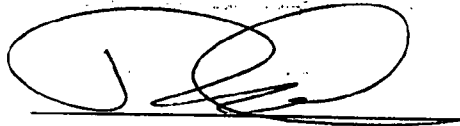
NO. 502  
PAGE 2

EXPRESS FINANCIAL  
INVESTMENTS

NOV 21 1957  
11:11 AM  
RECEIVED

VERIFICATION

The undersigned, and duly authorized representative of Plaintiff, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his information and belief.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a horizontal line at the end.



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

9874

THE CHASE MANHATTAN BANK

VS.

MAUGHAN, JENNY LYNNE F/K/A

00-782-CD

COMPLAINT IN MORTGAGE FORECLOSURE

AMENDED

SHERIFF RETURNS

NOW OCTOBER 3, 2000 AT 11:20AM DST POSTED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE ON PROPERTY OF JENNY LYNNE MAUGHAN F/K/A  
JENNY LYNNE DOLBY, DEFENDANT AT RR#2 BOX 79, HOUTZDALE,  
CLEARFIELD COUNTY, PENNSYLVANIA.

Return Costs

Cost	Description
0.00	NO COSTS

FILED

OCT 04 2000  
013:45 pm  
William A. Shaw  
Prothonotary

Sworn to Before Me This

4th Day of October 2000

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

So Answers,

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

CIVIL DIVISION

Plaintiff,

NO.:00-782-CD

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

TYPE OF PLEADING:

PROOF OF SERVICE

FILED ON BEHALF OF:

The Chase Manhattan  
Bank, et al., Plaintiff

COUNSEL OF RECORD  
FOR THIS PARTY:

Kevin D. Hughes, Esquire  
Pa. I.D. #83291

GRENNEN & BIRSIC, P.C.

One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

**FILED**

OCT 16 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS                      CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

NO.: 00-782-CD

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

PROOF OF SERVICE

Kevin D. Hughes, Attorney for Plaintiff, The Chase Manhattan Bank, as Trustee of IMC Home Equity Loan Trust 1997-7, Under the Pooling and Servicing Agreement Dated as of November 1, 1997, by Citifinancial Mortgage Company, as Authorized Servicing Agent, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's Complaint in this matter on the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby:

1. Pursuant to Order of Court dated September 7, 2000, service of the Complaint in Mortgage Foreclosure upon the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, was deemed complete and valid by the Sheriff of Clearfield County posting a copy of the Complaint at the property located at RR 2, Box 79, Houtzdale, PA 16651 and by mailing a true and correct copy of the Complaint by certified mail, return receipt requested and first class mail, prepaid addressed to Jenny Lynne Maughan f/k/a Jenny Lynne Dolby at RR 2, Box 79,

Houtzdale, PA 16651 and RR 2, Box 79, Ginter, PA 16651. A true and correct copy of said Order of Court is marked Exhibit "A", attached hereto and made a part hereof.

2. On or about October 3, 2000, the Sheriff of Clearfield County posted the Complaint on the property located at RR 2, Box 79, Houtzdale, PA 16651. A true and correct copy of the Affidavit of Posting is marked Exhibit "B", attached hereto and made a part hereof.

3. By letters dated September 13, 2000, Plaintiff mailed the Complaint in Mortgage Foreclosure to the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, at RR 2, Box 79, Houtzdale, PA 16651 by certified mail, return receipt requested and first class mail, postage prepaid. True and correct copies of U.S. Service Postal forms 3800 and 3817 evidencing service by certified mail, return receipt requested and first class mail, postage prepaid on the identified Defendant, are marked Exhibit "C", attached hereto and made a part hereof.

4. By letters dated September 18, 2000, Plaintiff mailed the Complaint in Mortgage Foreclosure to the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, at RR 2, Box 79, Ginter, PA 16651 by certified mail, return receipt requested and first class mail, postage prepaid. True and correct copies of U.S. Service Postal forms 3800 and 3817 evidencing service by certified mail, return receipt requested and first class mail, postage prepaid on the identified Defendant, are marked Exhibit "D", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

GRENN & BIRSIC, P.C.

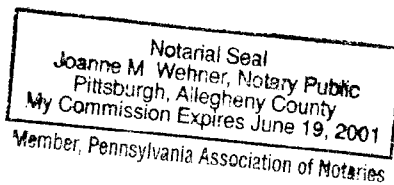
BY: 

Kevin D. Hughes, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 11<sup>th</sup> DAY OF October, 2000.

  
Notary Public



**EXHIBIT “A”**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS CIVIL DIVISION  
TRUSTEE OF IMC HOME EQUITY LOAN  
TRUST 1997-7, UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS  
OF NOVEMBER 1, 1997, BY  
CITIFINANCIAL MORTGAGE COMPANY,  
AS AUTHORIZED SERVICING AGENT,

Plaintiff,

No.:00-782-CD

vs.

JENNY LYNNE MAUGHAN f/k/a  
JENNY LYNNE DOLBY,

Defendant.

ORDER OF COURT

AND NOW, to wit, this 7th day of September, 2000, upon consideration of the within Motion for Service of the Complaint in Mortgage Foreclosure Pursuant to Special Order of Court, it is hereby ORDERED, ADJUDGED and DECREED that the Sheriff of Clearfield County is hereby allowed to serve the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, with a true and correct copy of Plaintiff's Complaint in Mortgage Foreclosure by posting the property at RR 2, Box 79, Houtzdale, PA 16651, and Plaintiff is permitted to serve the Defendant, by mailing a true and correct copy of the Complaint by certified mail, return receipt requested and by first class mail, postage pre-paid addressed to Jenny Lynne Maughan f/k/a Jenny Lynne Dolby at RR 2, Box 79, Houtzdale, PA 16651 and RR 2, Box 79, Ginter, PA 16651. Service on the Defendant shall be deemed complete and valid upon posting by the Sheriff of Clearfield County and mailing by the Plaintiff.


to a true  
original

BY THE COURT:

/s/JOHN K. REILLY, JR. J.

SEP 07 2000

Attest.

  
Notary Public

**EXHIBIT “B”**



In The Court of Common Pleas of Clearfield County Pennsylvania  
Sheriff Docket # 9874

THE CHASE MANHATTAN BANK

VS.

MAUGHAN, JENNY LYNNE F/K/A

00-782-CD

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

AMENDED  
SHERIFF RETURNS

NOW OCTOBER 3, 2000 AT 11:20AM DST POSTED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE ON PROPERTY OF JENNY LYNNE MAUGHAN F/K/A  
JENNY LYNNE DOLBY, DEFENDANT AT RR#2 BOX 79, HOUTZDALE,  
CLEARFIELD COUNTY, PENNSYLVANIA.

Return Costs

Cost	Description
0.00	NO COSTS

Sworn to Before Me This

\_\_\_\_ Day Of \_\_\_\_\_ 2000

So Answers,



Chester A. Hawkins  
Sheriff

**EXHIBIT “C”**

**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE - POSTMASTER

Received From:

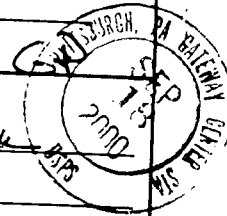
DEWEY & PERIC, P.C.  
GATEWAY CENTER, NINE WEST  
PITTSBURGH, PA 15222

One piece of ordinary mail addressed to:

Jenny Lynn Haughton aka  
Jenny Lynn Dolly  
RR2, Box 79  
Houtzdale PA 16651

PS Form 3817, Mar. 1989

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.



**U.S. Postal Service CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Jenny Lynn Haughton aka Jenny Lynn Dolly

Postage	\$	9.18/00
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Postmark Here

Name (Please Print Clearly) to be completed by mailer:  
Jenny Lynn Haughton aka Jenny Lynn Dolly  
Street, Apt. No., or PO Box No.  
RR2, Box 79  
City, State, ZIP+4  
Houtzdale PA 16651

7099 3400 0010 4164 4840 0700 000E 6607

**EXHIBIT “D”**

U.S. POSTAL SERVICE <b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
GREENE & SONS, INC. ONE GATEWAY CENTER, E. WEDGE PITTSBURGH, PA 15222	
One piece of ordinary mail addressed to:	
Jenny Lynne Haugh aka Jenny Lynne Dolly RR2 Box 79 Centre PA 16851	

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

PS Form 3817, Mar. 1989

U.S. Postal Service	
<b>CERTIFIED MAIL RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
Jenny Lynne Haugh aka Jenny Lynne Dolly	
Postage	\$ 9/18/00
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Name (Please Print Clearly) (to be completed by mailer)	
Jenny Lynne Haugh aka Jenny Lynne Dolly	
Street, Apt. No., or PO Box No.	
RR2 Box 79	
City, State, ZIP+4	
Centre PA 16851	
Postmark Here	

7099 3400 0010 4164 4765

PS Form 3817, July 1999

See Reverse for Instructions

FILED

OCT 16 2000  
M 11:40 AM  
William A. Shaw  
Proharmacy

A handwritten signature in black ink, appearing to be "W. Shaw", written over the printed name "William A. Shaw".



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

 COPY

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

FILED

NOV 10 2005

William A. Shaw  
Prothonotary/Clerk of Courts

RE: 00-782-CD

The Chase Manhattan Bank

Vs.

Jenny Lynne Maughan f/k/a Jenny Lynne Dolby

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,



David S. Meholic  
Court Administrator



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
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MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-782-CD

The Chase Manhattan Bank

Vs.

Jenny Lynne Maughan f/k/a Jenny Lynne Dolby

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**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic", written over a horizontal line.

David S. Meholic  
Court Administrator



00-782-CD

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

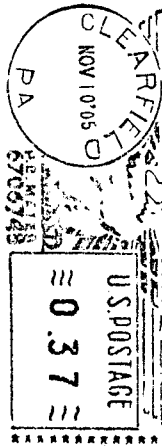
FILED

NOV 16 2005

William A. Shaw  
Prothonotary/Clerk of Courts

Jenny Lynne Maughan  
RR 2 Box 79  
Ginter, F  
A  
C  
S  
☐ INSUFFICIENT ADDRESS  
☐ ATTEMPTED NOT KNOWN  
☒ NO SUCH NUMBER/STREET  
UNABLE TO DELIVERABLE AS ADDRESSED  
☐ OTHER

**RTS**  
RETURN TO SENDER



16830/0543



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-782-CD

The Chase Manhattan Bank

Vs.

Jenny Lynne Maughan f/k/a Jenny Lynne Dolby

†

Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

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By the Court,

David S. Meholick  
Court Administrator

00-782-CD

WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

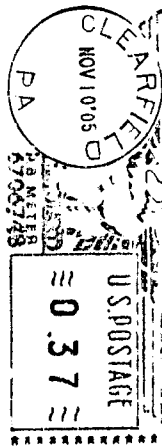
**FILED** Rmailed  
ml 10:08 64 to  
NOV 18 2005

2718 Koppers Rd.  
4360 Seventh Ave.  
Pittsburgh, PA 15219  
William A. Shaw  
Prothonotary/Clerk of Courts

13222+143-3333333333

Kimberly J. Hong, Esq.  
One Gateway Center, Nine West  
Pittsburgh, PA  
A ☐ INSUFFICIENT ADDRESS  
C ☐ ATTEMPTED NOT KNOWN  
S ☒ NO SUCH NUMBER/STREET  
UNABLE TO DELIVERABLE AS ADDRESSED  
OTHER ☐

**RTS**  
RETURN TO SENDER





OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
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**Notice of Proposed Termination of Court Case**

November 10, 2005

RE: 00-782-CD

The Chase Manhattan Bank

Vs.

Jenny Lynne Maughan f/k/a Jenny Lynne Dolby

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**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic  
Court Administrator

In Re: Inactive Case Dismissal

## Civil In Re

Date		Judge
1/5/2006	New Case Filed.	No Judge
1/17/2006	Order, NOW, this 17th day of January, 2006, Court directs Prothonotary to terminate the following cases for inactivity, per Rule 230.2 (See original for list). BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC C/A Re: Civil 2000 Inactive	No Judge
2/6/2006	Proof of Publication, filed by s/ Gary A. Knaresboro, Esquire. No CC	No Judge
5/4/2006	I, William A. Shaw, hereby certify that notice of termination for the following cases was published in the Clearfield County Legal Journal January 27, 2006 per Rule 230.2: (see original for list of cases)  Order NOW this 3rd day of May 2006, the Court hereby directs the Prothonotary to terminate the following cases for inactivity, per Rule 230.2: (see original for list of cases) BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC C/A and 1CC MDJ's Ford, Ireland and Rudella.	No Judge  Fredric Joseph Ammerman
11/20/2007	Proof of Publication, Notice of Proposed Termination of Court Case, Oct. 26, 2007, Clfd. Co. Legal Journal, filed by s/ Gary A. Knaresboro, Esquire, Editor. No CC	No Judge
11/30/2007	Order, NOW, this 30th day of November, 2007, the Court hereby directs the Prothonotary to terminate the following cases for inactivity, per Rule 230.2: (see original for list of cases) BY THE COURT: /s/Fredric J. Ammerman, P.J. No CC	No Judge
12/5/2007	Order, NOW, this 5th day of December, 2007, Court hereby directs the Prothonotary to terminate the following cases for inactivity, per Rule 230.2 (See Original for list of cases). BY THE COURT: /s/Fredric J. Ammerman, P.J.	No Judge
12/26/2007	Proof of Publication, Notice of Proposed Termination of Court Cases, November 9, 2007, filed by s/ Gary A. Knaresboro Esq. Editor. No CC.	No Judge
1/9/2008	Proof of Publication, Termination of Inactive Cases December 27, 2007, filed by s/Gary A. Knaresboro, Esq., Editor No CC	No Judge
2/7/2008	Proof of Publication, Notice of Termination of Inactive Case, published in Clearfield County Legal Journal the week of Jan. 11, 2008. Filed by s/ Gary A. Knaresboro, Esquire, Editor.	No Judge

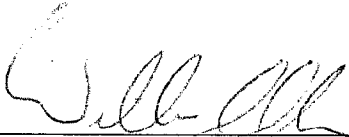
In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

In Re: Inactive Case Dismissal

06-01-MD

I, William A. Shaw, hereby certify that notice of termination for the following inactive cases was published in the Clearfield County Legal Journal January 27, 2006, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

  
William A. Shaw, Prothonotary

**FILED**  
MAY 04 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

CA

In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

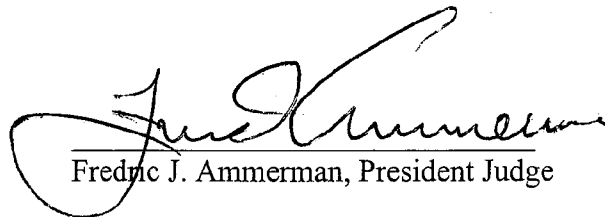
In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3<sup>RD</sup> day of May, 2006, the Court hereby directs the  
Prothonotary to terminate the following cases for inactivity, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
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00-0732-CD	00-1220-CD	03-0091-CD
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00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

BY THE COURT:

  
Fredric J. Ammerman, President Judge

FILED  
MAY 04 2006  
William A. Shaw  
Prothonotary/Clerk of Courts  
ice CIA  
ice MDS  
Ford, Ireland, Rudella