

00-782-CD
CHASE MANHATTAN BANK -vs- JENNY LYNN MATRICK v. 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.

63 JENNY LYNNE MAUGHAN f/k/a
 51 JENNY LYNNE DOLBY 51

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

Not on 18
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
Not on 18

ATTORNEYS FOR PLAINTIFF

GRENEN & BIRSIK, 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

Not on 18

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THE CHASE MANHATTAN BANK, AS CIVIL DIVISION
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1997-7, UNDER THE POOLING
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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.

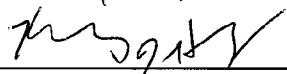
9. On or about May 17, 2000, Defendant was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

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	\$ 900.00
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.

GRENEN & 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"

April 15, 1997
(Date)
RR2 BOX 79 ,HOUTZDALE,PA 16651

STATE COLLEGE
(City)

PENNSYLVANIA
(State)

(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 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 LYNN MAUGHAN

(Seal)
-Borrower

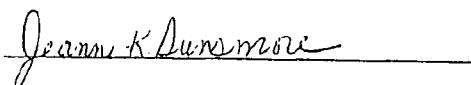
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

Witnessed By:



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. OF MAU R91327

[Space Above This Line For Recording Date]

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 Frank'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-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

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 seized 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.

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 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 act, 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. 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 use, 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(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

Jeanne K. Dunsmore

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

(Seal)
-Borrower

Social Security Number

Social Security Number

(Seal)
-Borrower

Social Security Number

(Seal)
-Borrower

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

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

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 Gulich, 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 following provisions and schedules A and B are attached.

Chicago Title Insurance Company

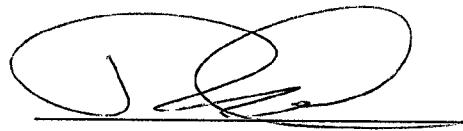
NO. 504 8/23/39 P.P. 3/6

EXPRESS INVESTMENTS

MAY 26, 1997 11:11AM 8123AM

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 consisting of two loops and a stylized line.

Veronica Antunes or her agent, a citizen
of the Commonwealth of Pennsylvania,
on the 20th day of April, 2004

Veronica Antunes
Witnessed and Acknowledged
this 20th day of April, 2004

14 Sept 2000 Document
Reinstated/Reissued to Sheriff/Attorney
for service
Deputy Prothonotary


FILED
M 11 3 2000
Sept 11 03 2000
William A. Shaw
Prothonotary

3)
KIMBERLY J. HONG

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 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 Marlynn Hark

CHESTER A. HAWKINS
SHERIFF

FILED

AUG 10 2000
01124am
William A. Shaw
Prothonotary *ES*

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.

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

Not 9/18
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
Not 9/18

ATTORNEYS FOR PLAINTIFF

GRENEN & BIRSIK, 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)

Not 9/18
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. Chase
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 LINNE 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.

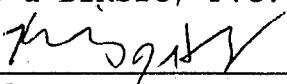
4. On or about April 15, 1997, as security for payment of the aforesaid Note, Defendant made, executed and delivered to New Jersey a Mortgage in the original principal amount of \$23,800.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield 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.

GRENEN & 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"

April 15, 1997

[Date]

RR2 BOX 79, HOUTZDALE, PA 16651

STATE COLLEGE
[City]PENNSYLVANIA
[State]

(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 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 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 LYNN MAUGHAN

(Seal)
-Borrower

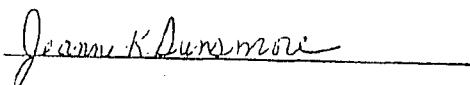
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

Witnessed By:



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 Date]

MORTGAGE

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

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

[Street] (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 be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property". BORROWER CO-LIENANTS that Borrower is lawfully seized 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/FHLMC 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 act, 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 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 requires 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 lapses 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. Indemnification. 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. Exclusion 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. 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)()

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 L. Maughan
Jenny L. Dolby*

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

Social Security Number

Social Security Number

(Seal)
-Borrower

(Seal)
-Borrower

Social Security Number

(Seal)
-Borrower

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, Jenny L. Maughan, JENNY LYNNE DOLBY, Jenny L. 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:

Title of Officer

Jeanne K. Dunsmore

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

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 Gullion, 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, page one and schedules A and B are attached.

Chicago Title Insurance Company

NO. 504 P. 3/6

EXPRESS FINANCIAL

INVESTMENTS

INC.

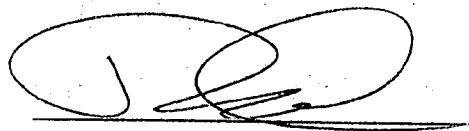
11:11AM

APR. 21, 1957

NO. 26, 1997

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, appearing to read "John Doe", is enclosed within a large, roughly drawn oval. The signature is written in a cursive, fluid hand.

OA (3)

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. ISSUE NUMBER:
JENNY LYNNE MAUGHAN f/k/a
JENNY LYNNE DOLBY, TYPE OF PLEADING:
Defendant. MOTION FOR SERVICE OF
COUNSEL OF RECORD
FOR THIS PARTY:
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 & BIRSMIC, 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,
GRENEN & 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.

GRENEN & BIRSIC, P.C.

8/29/00

BY:

Kimberly J. Hong
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"

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.

AFFIDAVIT PURSUANT TO PA. R.C.P. 430

COUNTY OF ALLEGHENY)
) SS
COMMONWEALTH OF PENNSYLVANIA)

Before me, a notary public, in and for the foregoing county and commonwealth, personally appeared Kimberly J. Hong, Esquire, of GRENNEN & BIRSMIC, P.C. attorneys for Plaintiff and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, named in the above-captioned matter:

- 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.

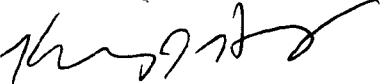
- b. On or about August 24, 2000, Plaintiff received a response from the United States Postmaster; said response indicated that the Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, resides at RR 2, Box 79, Ginter, PA 16651. A true and correct copy of said response is marked as Attachment "A", 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.

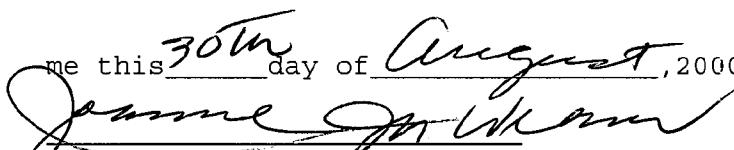
Finally, affiant deposes and says that after the foregoing investigation, the Plaintiff believes that the whereabouts of Defendant, Jenny Lynne Maughan f/k/a Jenny Lynne Dolby, are unknown.

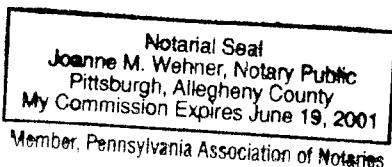
GRENEN & BIRSIC, P.C.

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.

Joanne M. Wehner
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.

GRENEN & BIRSIĆ, 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

BOX HOLDER'S POSTMARK

No change of address order on file. NEW ADDRESS or

Not known at address given.
 Moved, left no forwarding address
 No such address.

NAME and STREET ADDRESS

JL

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.

GRENEN & BIRSIK, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222

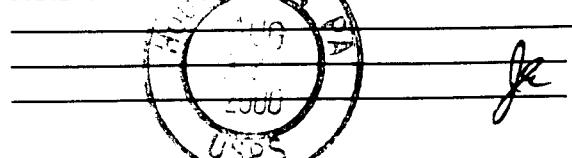
Gerald L. Potter
Signature

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

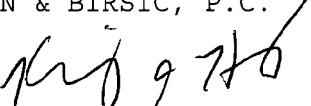
The undersigned hereby certifies that a true and correct copy of the
within Motion for Service of the Complaint in Mortgage Foreclosure
Pursuant to Special Order of Court and Order of Court was mailed to the
following on this 21st day of August, 2000, by first class, U.S. Mail,
postage pre-paid:

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

GRENEN & BIRSMIC, 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
11:30 AM
William A. Shaw
Prothonotary

no extra copies *RCB*

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.

FILED

SEP 07 2000

William A. Shaw
Prothonotary

BY THE COURT:

J.

FILED

SEP 07 2000
3:29 PM
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 ON BEHALF
OF PLAINTIFF:
The Chase Manhattan
Bank, et al.

FILED

SEP 14 2000

William A. Shaw
Prothonotary

COUNSEL OF RECORD
FOR THIS PARTY:

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

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

(5)

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.

GRENEN & BIRSIĆ, P.C.

9/8/00
BY: 
Attorneys for Plaintiff

FILED

SEP 14 2000
77-323 atty Hmt Pd
William A. Shaw
Prothonotary

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

Comp. to Shaw

ES

Deputy Clerk
Deputy Clerk

KIMBERLY J. HONG

(6)

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 Marlyn Harris
CHESTER A. HAWKINS
SHERIFF

FILED

WASFP 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-C

FILED
NOV 13 2000
William A. Shaw
Prothonotary

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

Nov 13 2000
 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
Nov 13 2000
 ATTORNEYS FOR PLAINTIFF

GRENEN & BIRSIĆ, 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)

Nov 13 2000
 ATTORNEYS FOR PLAINTIFF

9-14-00 Document
 Reinstituted/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.

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

TYPE OF PLEADING

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 HEREON.

11/18/98
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 13
Ginter, PA 16651
11/18/98

ATTORNEYS FOR PLAINTIFF

GRENEN & BIRKEL, 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)

11/18/98
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 the 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

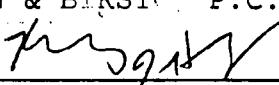
~~Act, Act 91 of 1983 and Act 8 of 1974, 41 P.S. §101, et seq.~~

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 \$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.

GRENEN & BIRSIC, P.C.

BY: 

Kimberly J. Hong, Esquire
Attorneys for Plaintiff
One Gateway Center
Name-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"

April 15, 1997

(Date)

RIZ BOX 79, HOUTZDALE, PA 16651

STATE COLLEGE
(City)PENNSYLVANIA
(State)

(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 payment 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 prepayment. ~~IF I MAKE A FULL PREPAYMENT, I WILL PAY NO 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 change 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 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

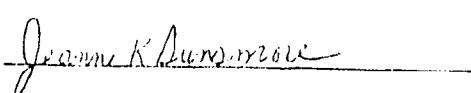
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

Witnessed By:



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 07060

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 HAUGHAN, unmarried
E/K/A JENNY LYNNE DOLBY

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 a note dated the same date as this
Security Instrument ("Note"), which provides for monthly payments, with the full debt not paid earlier, due and
payable on 15 APRIL 2007. The Security Instrument is subject 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

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 seized 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/0391/0399(P-90)-L

FORM 3039 9/90

PAGE 1 OF 6
CERTIFIED TRUE COPY (w)

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, and other obligations 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 act, 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. Noting 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's 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. 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 registered mail. The notice shall be directed to the Property Address or any other address Borrower designated 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. These 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 use, 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 to cure the default after acceleration and the right to assert in the foreclosure proceeding the existence of a default, 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 costs.

23. Waivers. Borrower, to the extent permitted by law, waives and releases any errors in the proceedings to enforce this Security Instrument, and hereby waives, 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 (s)]

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. Dunsomore

*Jenny L. Haughan
Jeanne K. Dunsomore*

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

(Seal)
Borrower

Social Security Number

Social Security Number

(Seal)
Borrower

Social Security Number

(Seal)
Borrower

Certificate of Residence

[Space Below This Line For Acknowledgment]

I, Jeanne K. Dunsomore, do hereby certify that the correct address of the within-named
Mortgagor is 52 Becken Farm Road, Rosemont, No. 07068
Witness my hand this 15TH day of APRIL 1997.

Jeanne K. Dunsomore

Agent of Mortgagor

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 he / she executed the same for the purposes herein contained.

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

My Commission expires:

Title of Officer

Jeanne K. Dunsomore

Notarial Seal
Jeanne K. Dunsomore, Notary Public
State of Pennsylvania
My Commission Expires: Sept. 25, 1999
Member, Pennsylvania Association of Notaries

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A CONTINUED

Commitment No. 1370430

Legal Description

ALL that certain piece or parcel of land situate in the Township of Guliem, 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 and Trust Company

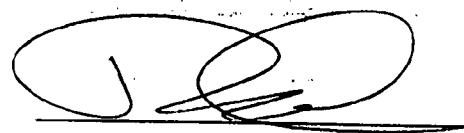
NO. 504 P.P. 346

UNION INVESTMENTS
EXPRESS FINANCIAL

RECEIVED, 21, 1987 8122811
WILLIAM J. HARRIS, JR.

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, appearing to read "John Doe", is enclosed within a large, roughly drawn oval. The signature is written in a cursive, fluid hand.

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
Chesler Hawkins

So Answers,

*Chesler Hawkins
Suzi Marilyn Harr*

Chester A. Hawkins

Sheriff

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

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

GRENEN & 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.: CO-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.

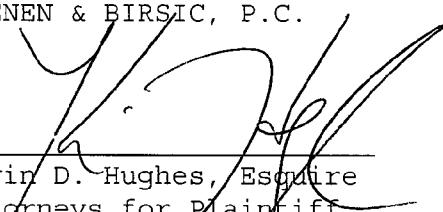
2. On or about October 3, 2000, the Sheriff of Clearfield County posted the Complaint on the property located at RR 2, Box 79, Houtzdale, PA 16651. A true and correct copy of the Affidavit of Posting is marked Exhibit "B", attached hereto and made a part hereof.

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.

GRENEN & 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 11th DAY OF October, 2000.


Notary Public

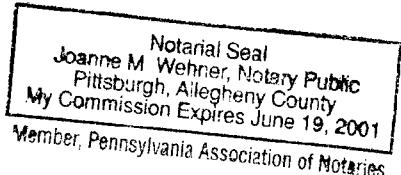


EXHIBIT “A”

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.

BY THE COURT:

/s/JOHN K. REILLY, JR.

J.

SEP 07 2000

Attest.

William J. Reilly
Prothonotary

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

COPY
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
------	----------

Sworn to Before Me This

____ Day Of _____ 2000

So Answers,

Chester A. Hawkins

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:			
<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">BENNETT & CIRSIĆ, P.C.</div> <div style="width: 45%;">GATEWAY CENTER, NINE WEST</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">PITTSBURGH, PA 15222</div> <div style="width: 45%; text-align: right;">PA 15222</div> </div> </div>			
One piece of ordinary mail addressed to:			
<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Jenny Lynn Maughan, aka Jenny Lynn Dotley</div> <div style="width: 45%; text-align: right;">PA 15222</div> </div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Jenny Lynn Dotley</div> <div style="width: 45%; text-align: right;">PA 15222</div> </div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">RR2, Box 79</div> <div style="width: 45%; text-align: right;">PA 15222</div> </div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Hautzdale PA 16651</div> <div style="width: 45%; text-align: right;">PA 15222</div> </div> </div>			
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 <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
Article Sent To:	
Jenny Lynn Maughan, aka Jenny Lynn Dotley	
4840	Postage \$ 918100
4244	Certified Fee
4240	Return Receipt Fee (Endorsement Required)
4000	Restricted Delivery Fee (Endorsement Required)
3400	Total Postage & Fees \$
Postmark Here	
Name (Please Print Clearly) to be completed by mailer Jenny Lynn Maughan, aka Jenny Lynn Dotley	
Street, Apt. No., or PO Box No. RR2, Box 79	
City, State, ZIP+4 Hautzdale PA 16651	
<small>1. I declare that the above information is true and correct.</small>	
<small>2. I declare that the above information is true and correct.</small>	

EXHIBIT “D”

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
<p style="text-align: center;">Pittsburgh, PA 15222</p> <p style="text-align: center;">C. I. L. GATEWAY CENTER, 14TH & N. WASHINGTON ST. PITTSBURGH, PA 15222</p> <p style="text-align: right;">GP</p>			
One piece of ordinary mail addressed to:			
<p style="text-align: center;">Jenny Lynn Haugh after Jenny Lynn Dally RR2 Box 79 Center PA 16665</p>			

PS Form 3817, Mar. 1989

U.S. Postal Service CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
<input checked="" type="checkbox"/> Article Sent To: <input checked="" type="checkbox"/> Jenny Lynn Haugh after Jenny Lynn Dally <input type="checkbox"/> Postage \$ 9.00 <input type="checkbox"/> Certified Fee <input type="checkbox"/> Return Receipt Fee <input type="checkbox"/> (Endorsement Required) <input type="checkbox"/> Restricted Delivery Fee <input type="checkbox"/> (Endorsement Required) <input type="checkbox"/> Total Postage & Fees \$ <input type="checkbox"/> Name (Please Print Clearly) (to be completed by mailer) <input checked="" type="checkbox"/> Jenny Lynn Haugh after Jenny Lynn Dally <input type="checkbox"/> Street, Apt. No., or PO Box No. <input checked="" type="checkbox"/> RR2 Box 79 <input type="checkbox"/> City, State, ZIP 16665 <input type="checkbox"/> Postmark Here 		
See Reverse for Instructions		

FILED

OCT 16 2000
M 140 100C
William A. Shaw
Prothonotary





OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA



COPY

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

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,

A handwritten signature in black ink that appears to read "David S. Meholick".

David S. Meholick
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
COURT ADMINISTRATOR

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MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

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November 10, 2005

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The Chase Manhattan Bank
Vs.
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By the Court,

A handwritten signature in black ink that reads "David S. Meholick".

David S. Meholick
Court Administrator

DO-782-CD

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

FILED

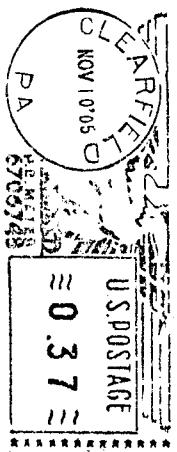
NOV 16 2005

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
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

RTS
RETURN TO SENDER



46631581-216830/0543

46631581-216830/0543



**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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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 that reads "David S. Meholick".

David S. Meholick
Court Administrator

00-782-CD

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16839

FILED *Remailed*

10/18/05
NOV 18 2005

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

✓

16839

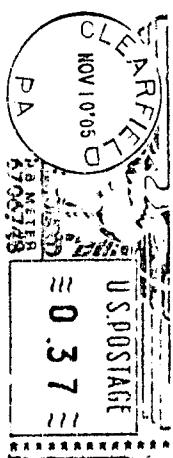
JK

Kimberly J. Hong, Esq.
One Gateway Center, Nine West
Pittsburgh,

A
C
S

INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN
 NO SUCH NUMBER/STREET
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

RTS
RETURN TO SENDER



1822241433 - 3526862543



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:

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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,

A handwritten signature in black ink that reads "David S. Meholick".

David S. Meholick
Court Administrator

Date: 5/20/2010

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 03:42 PM

ROA Report

Page 1 of 1

Case: 2006-00001-MD

Current Judge: No Judge

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

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

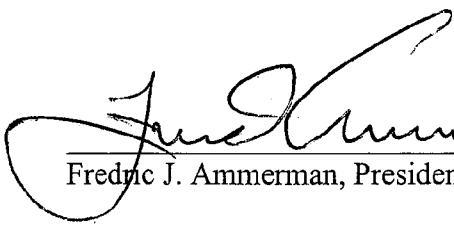
In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3rd 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
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	

BY THE COURT:


Fredric J. Ammerman, President Judge

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