

00-798-CD
ATLANTIC MORTGAGE & INVESTMENT CORPORATION -vs- MILO M. SPENCER
etal

①
FILED

JUL 10 2000

William A. Shaw
Prothonotary

THOMAS I. PULEO

IDENTIFICATION NO. 27615

1710 WALTON ROAD, SUITE 206

BLUE BELL, PENNSYLVANIA 19422

(610) 941-6050

ATTORNEY FOR

PLAINTIFF

③ **ATLANTIC MORTGAGE & INVESTMENT
CORPORATION**

7159 Corklan Drive

Jacksonville, Florida 32258

v.

③ **MILO M. SPENCER and**

③ **EILEEN M. SPENCER, husband and wife**

939 West Long Avenue

Dubois, PA 15801

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS
DIVISION**

TERM.

No. 00-798-00

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

"NOTICE

"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholik
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

"AVISO

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

David S. Meholik (814) 765-2641
Court Administrator
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TERM.

No.

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

1. Plaintiff, ATLANTIC MORTGAGE & INVESTMENT CORPORATION, is a corporation organized and existing under laws of the State of Florida, with offices at 7159 Corklan Drive, Jacksonville, Florida.

2. Defendants, MILO M. SPENCER and EILEEN M. SPENCER, husband and wife, are the mortgagors and real owners of premises 939 West Long Avenue, Township of Sandy, Clearfield County, Pennsylvania, hereinafter described, whose last known address is as stated above.

3. On the 27th day of March, 1990, the above named mortgagors made, executed and delivered a mortgage upon premises hereinafter described to First Federal Savings and Loan Association of Pittsburgh, which mortgage is recorded in the Office of the Recorder of Deeds for Clearfield County in Mortgage Book 1333 page 214.

4. The premises subject to the said mortgage is described in Exhibit "A" attached hereto and made a part hereof.

5. The mortgage secures defendants' certain Note dated the same as the mortgage in the amount of \$21,262.00 payable in monthly installments with interest at the rate of 9.5% per annum. A copy of the said Note is attached hereto, made a part hereof and marked Exhibit "B".

6. On the 1st day of July, 1993, the said mortgage was assigned to ATLANTIC MORTGAGE & INVESTMENT CORPORATION, the plaintiff herein, by written assignment which is recorded in the Office of the Recorder of Deeds for Clearfield County in Record Book 1574 page 334.

7. The mortgage is in default because the defendants have failed to make the payment of the monthly installment of principal and interest in accordance with the terms of the mortgage for the month of December 1999, and each month thereafter, up to and including the present time.

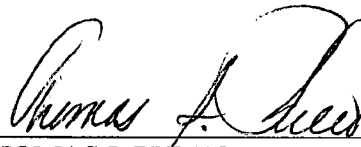
8. The following amounts are due on the mortgage:

| | |
|--|---------------|
| Principal | \$19,031.97 |
| Interest at 9.5% per annum from 11/1/99 through 6/30/00 (\$4.96 per diem) | 1,205.28 |
| Late charges accrued thru 6/30/00 (\$9.43/month) | 66.97 |
| Escrow deficit (taxes and insurance) (\$61.34/month) | 179.78 |
| Attorney's fee (5%) | 951.60 |
| Title information certificate | <u>325.00</u> |
| Total | \$21,760.60 |

9. On February 8, 2000, plaintiff sent to defendants by first class mail and certified mail Notice of Intention to Foreclose Mortgage in accordance with the provisions of Section 403 of Pennsylvania Act

No. 6 of 1974, and Notice of Homeowners' Emergency Mortgage Assistance Program, in accordance with Pennsylvania Act 91 of 1983, a true and correct copy of which is attached hereto, made a part hereof and marked Exhibit "C". Defendants have not had the required face-to-face meeting with the mortgagee within the required time and plaintiff has received no notice that defendants have had a face-to-face meeting with a consumer credit counseling agency, nor has plaintiff received notice that defendants have filed an application with the Homeowners' Emergency Mortgage Assistance Program.

WHEREFORE, plaintiff demands judgment in the sum of \$21,760.60 plus interest, late charges, escrow advances and costs to the date of judgment and foreclosure of the said mortgage.



THOMAS I. PULEO
Attorney for Plaintiff

DESCRIPTION

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a one-inch solid pin located along the Southern side of West Long Avenue, said beginning point being at the Northeastern corner of the parcel herein described, said beginning point furthermore being next to the Northwestern corner of Lot No. 78 of the DuBois Land Company's plat of lots; thence South $2^{\circ} 56' 49''$ East along the Western boundary line of Lot No. 78 for a distance of 150 feet to a one inch solid pin located along the Northern side of an unnamed 16 foot alley; thence South $87^{\circ} 03' 11''$ West along the Northern side of a unnamed 16 foot alley for a distance of 50 feet to a one-inch solid pin; thence North $2^{\circ} 56' 49''$ West along Lot No. 80 for a distance of 146.16 feet to an iron pin; thence North $48^{\circ} 03' 30''$ East along the Southern right-of-way line of Second Street for a distance of 6.10 feet to an iron pin; thence North $87^{\circ} 03' 11''$ East along the Southern side of West Long Avenue for a distance of 45.26 feet to a one-inch solid pin, the place of beginning.

CONTAINING 7,490.81 square feet in accordance with a survey completed by Lee Simpson Associates, Inc., consulting engineers on March 12, 1990.

BEING known as Parcel No. 128-B3-442-13 in the Clearfield County Tax Assessment Office.



PENNSYLVANIA

MORTGAGE NOTE

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF
THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT

\$ 21,262.00

PITTSBURGH, Pennsylvania

March 27, 19 1990

FOR VALUE RECEIVED, the undersigned,

MILO M. SPENCER AND EILEEN M. SPENCER
HUSBAND/WIFE

hereinafter called the Maker, promises to pay to

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF PITTSBURGH

a corporation organized and existing under the laws of the state of UNITED STATES OF AMERICA
or order, hereinafter designated as the Payee, the principal sum of

Twenty One Thousand Two Hundred Sixty Two and no/100

Dollars (\$ 21,262.00) with interest from date at the rate of Nine and 50/100

per centum (9.500 %) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office
of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

OF PITTSBURGH

In PITTSBURGH, PA 15241 at 180 FORT COUCH ROAD

or such place as the holder may designate in writing in monthly installments of

One Hundred Seventy Eight and 79/100

Dollars (\$ 178.79)

commencing on the first day of May, 1990, and on the first day of each month thereafter until the principal and
interest are fully paid, except that the final payment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable
on the first day of April, 2020.

Privilege is reserved to prepay at any time without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or One Hundred Dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial
prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after
such prepayment, whichever is earlier.

Simultaneously with the execution of this Note the Maker has executed and delivered to the Payee a Mortgage secured upon certain
premises situated in the County of CLEARFIELD Commonwealth of Pennsylvania, more particularly described
in the Mortgage. All of the terms, covenants, provisions, conditions, stipulations and agreements contained in said Mortgage to be kept and
performed by the Maker are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set
forth herein, and the Maker covenants and agrees to perform the same, or cause the same to be kept and performed, strictly in accordance
with the terms and provisions thereof.

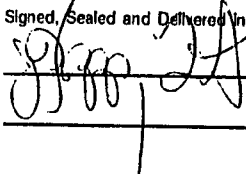
The whole of the principal sum or any part thereof, and of any other sums of money secured by the Mortgage given to secure this Note,
shall, forthwith, at the option of the Payee or any subsequent holder thereof, become due and payable immediately, without notice or demand,
if default be made in any payment under this Note, and if the default is not made good prior to the due date or the next such installment; or
upon the happening of any default which, by the terms of the Mortgage given to secure this Note, shall entitle the Payee, or any subsequent
holder hereof, to declare the same, or any part thereof, to be due and payable.

The Maker does hereby empower any attorney of any court of record within the United States or elsewhere to appear for Maker, with or
without a declaration filed, and confess judgment or judgments against said Maker in favor of the Payee or any subsequent holder hereof, as of
any term, for the entire unpaid principal of this Note, and all other sums paid by the holder hereof to or on behalf of the Maker pursuant
to the terms of this Note or said Mortgage, and all arrearages of interest thereon, together with costs of suit, attorney's commission of 5.00%
for collection, and a release of all errors, on which judgment execution or executions may issue forthwith. The Maker hereby waives the right
on inquisition on all property levied upon to collect the indebtedness evidenced hereby and does voluntarily condemn the same and authorizes
the Prothonotary to enter such condemnation, and waives and releases all laws, now in force or hereafter enacted, relating to exemption,
appraisement or stay of execution.

The agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the
parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be
applicable to all genders.


IN WITNESS WHEREOF, the Maker has caused these presents to be executed under seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:




MILO M. SPENCER

(SEAL)


EILEEN M. SPENCER

(SEAL)

(SEAL)

(SEAL)

THIS IS TO CERTIFY that this is the Note described in and secured by Mortgage of even date herewith secured on real estate
situate in _____ County, Co _____

PAY TO THE ORDER OF
NATIONAL FIRST MORTGAGE CORP. OF PENNSYLVANIA
WITHOUT RECOURSE
First Federal Loan Ass'n. of Pittsburgh
By: Colleen M. Kelly

Colleen M. Kelly
Authorized Signature

WITHOUT RECOURSE
PAY TO THE ORDER OF
ATLANTIC MORTGAGE & INVESTMENT CORP.

Colleen M. Kelly
NATIONAL FIRST MORTGAGE CORP.
OF PENNSYLVANIA

Colleen M. Kelly
Authorized Signature

PAY TO THE ORDER OF

Without Recourse
Atlantic Mortgage & Investment Corporation

Kathleen A. Gilchrist
Kathleen A. Gilchrist
Assistant Secretary

ATLANTIC MORTGAGE & INVESTMENT CORPORATION
7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258

February 08, 2000

INVESTOR NO.: 604/L

COUNTY CODE: 33

Milo M Spencer
939 West Long Ave
Dubois PA 15801

Loan Number: 0000203986

Current Lender/Servicer: Atlantic Mortgage & Investment Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME
FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES
BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO
PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED
BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE-- Under the Act, you are entitled to a
temporary stay of foreclosure on your mortgage for thirty (30) days
from the date of this Notice. During that time you must arrange
and attend a "face-to-face" meeting with one of the consumer credit
counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE
UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR DEFAULT",
EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

DR133

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

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

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

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at:
939 West Long Ave, Dubois PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

| | |
|--|------------------|
| (1) Monthly payments from December 01, 1999 thru January 2000 (at \$240.13 per month) | <u>\$480.26</u> |
| Monthly payments from February 1, 2000 thru February 2000 (at \$246.21 per month) | <u>\$246.21</u> |
| (2) Previous late charges; | <u>\$ 18.86</u> |
| (3) Other charges; Escrow, Inspection, NSF checks | <u>\$ 10.00</u> |
| (4) Other provisions of the mortgage obligation, if any | <u>\$</u> |
| (5) TOTAL AMOUNT OF (1), (2) and (3) REQUIRED AS OF THIS DATE | <u>\$ 755.33</u> |

Loan Number:0000203986

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT--You may cure the default within **THIRTY (30) DAYS OF THE DATE** of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 755.33 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

ATTN: COLLECTION DEPARTMENT
ATLANTIC MORTGAGE & INVESTMENT CORPORATION
7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258

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

IF YOU DO NOT CURE THE DEFAULT-- If you do not cure the default within **THIRTY (30) DAYS** of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within **THIRTY (30) DAYS**, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON-- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES-- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-- If you have not cured the default within the **THIRTY (30) DAY** period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you have never defaulted.**

DR141

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: ATLANTIC MORTGAGE & INVESTMENT CORPORATION
Address: 7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258
Phone number: 1-800-288-2642 **Fax number:** 1-904-288-5067
Contact Person: Robert Pilarski

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

ASSUMPTION OF MORTGAGE-- Your mortgage MAY be assumable. You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR).

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY
(Please see attached)

Please be advised that Atlantic Mortgage & Investment Corporation is a debt collector; any information obtained will be used for that purpose.

By: _____
Robert Pilarski

ATLANTIC MORTGAGE & INVESTMENT CORPORATION
7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258

February 08, 2000

INVESTOR NO.: 604/L

COUNTY CODE: 33

Eileen M Spencer
939 West Long Ave
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Loan Number: 0000203986

Current Lender/Servicer: Atlantic Mortgage & Investment Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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**IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED
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TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice.

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

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

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

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Loan Number:0000203986

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ATLANTIC MORTGAGE & INVESTMENT CORPORATION
7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258

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

IF YOU DO NOT CURE THE DEFAULT-- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON-- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

OTHER LENDER REMEDIES-- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you have never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: ATLANTIC MORTGAGE & INVESTMENT CORPORATION
Address: 7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258
Phone number: 1-800-288-2642 **Fax number:** 1-904-288-5067
Contact Person: Robert Pilarski

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

ASSUMPTION OF MORTGAGE-- Your mortgage MAY be assumable. You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR).

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY
(Please see attached)

Please be advised that Atlantic Mortgage & Investment Corporation is a debt collector; any information obtained will be used for that purpose.

By: _____
Robert Pilarski

VERIFICATION

Jim M. Satterwhite, hereby states that ~~he~~ is *Asst. Vice President* of Atlantic Mortgage & Investment Corporation mortgage servicing agent for Plaintiff in this matter, that ~~he~~ is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure Complaint are true and correct to the best of ~~his~~ his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.



Jim M. Satterwhite, Asst. Vice Pres.

DATE: 7-6-00

FILED

[Handwritten signature]

JUL 10 2000

[Handwritten signature]
William A. Shaw
Prothonotary

[Handwritten signature]

PD \$80.00

Ice Shovel

2
THOMAS I. PULEO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ATLANTIC MORTGAGE & INVESTMENT

00-798-CD

VS

SPENCER, MILO M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 11, 2000 AT 11:05 AM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON MILO M. SPENCER,
DEFENDANT AT RESIDENCE, 939 W. LONG AVE., DUBOIS, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO MILO M. SPENCER A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCINTOSH/COUDRIET

NOW AUGUST 10, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT
FOUND" AS TO EILEEN M. SPENCER, DEFENDANT. MOVED LEFT NO
FORWARDING ADDRESS.

32.88 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

25th DAY OF August 2000
William A. Shaw

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

SO ANSWERS,

Chester A. Hawkins
by Marilyn Harris
CHESTER A. HAWKINS
SHERIFF

FILED

AUG 25 2000

01130am
William A. Shaw
Prothonotary

996

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

JUL 10 2000

Attest:

William L. [Signature]
Prothonotary

THOMAS I. PULEO

IDENTIFICATION NO. 27615

1710 WALTON ROAD, SUITE 206

BLUE BELL, PENNSYLVANIA 19422

(610) 941-6050

ATTORNEY FOR

PLAINTIFF

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

7159 Corklan Drive

Jacksonville, Florida 32258

v.

MILO M. SPENCER and

EILEEN M. SPENCER, husband and wife

939 West Long Avenue

Dubois, PA 15801

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
DIVISION

TERM.

No. 00-798-00

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

"NOTICE

"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholik
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

"AVISO

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

David S. Meholik (814) 765-2641
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830

THOMAS I. PULEO

IDENTIFICATION NO. 27615

1710 WALTON ROAD, SUITE 206

BLUE BELL, PENNSYLVANIA 19422

(610) 941-6050

ATTORNEY FOR

PLAINTIFF

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

7159 Corklan Drive

Jacksonville, Florida 32258

v.

MILO M. SPENCER and

EILEEN M. SPENCER, husband and wife

939 West Long Avenue

Dubois, PA 15801

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
DIVISION

TERM.

No.

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

1. Plaintiff, ATLANTIC MORTGAGE & INVESTMENT CORPORATION, is a corporation organized and existing under laws of the State of Florida, with offices at 7159 Corklan Drive, Jacksonville, Florida.

2. Defendants, MILO M. SPENCER and EILEEN M. SPENCER, husband and wife, are the mortgagors and real owners of premises 939 West Long Avenue, Township of Sandy, Clearfield County, Pennsylvania, hereinafter described, whose last known address is as stated above.

3. On the 27th day of March, 1990, the above named mortgagors made, executed and delivered a mortgage upon premises hereinafter described to First Federal Savings and Loan Association of Pittsburgh, which mortgage is recorded in the Office of the Recorder of Deeds for Clearfield County in Mortgage Book 1333 page 214.

4. The premises subject to the said mortgage is described in Exhibit "A" attached hereto and made a part hereof.

5. The mortgage secures defendants' certain Note dated the same as the mortgage in the amount of \$21,262.00 payable in monthly installments with interest at the rate of 9.5% per annum. A copy of the said Note is attached hereto, made a part hereof and marked Exhibit "B".

6. On the 1st day of July, 1993, the said mortgage was assigned to ATLANTIC MORTGAGE & INVESTMENT CORPORATION, the plaintiff herein, by written assignment which is recorded in the Office of the Recorder of Deeds for Clearfield County in Record Book 1574 page 334.

7. The mortgage is in default because the defendants have failed to make the payment of the monthly installment of principal and interest in accordance with the terms of the mortgage for the month of December 1999, and each month thereafter, up to and including the present time.

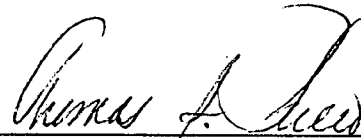
8. The following amounts are due on the mortgage:

| | |
|--|---------------|
| Principal | \$19,031.97 |
| Interest at 9.5% per annum from 11/1/99 through 6/30/00 (\$4.96 per diem) | 1,205.28 |
| Late charges accrued thru 6/30/00 (\$9.43/month) | 66.97 |
| Escrow deficit (taxes and insurance) (\$61.34/month) | 179.78 |
| Attorney's fee (5%) | 951.60 |
| Title information certificate | <u>325.00</u> |
| Total | \$21,760.60 |

9. On February 8, 2000, plaintiff sent to defendants by first class mail and certified mail Notice of Intention to Foreclose Mortgage in accordance with the provisions of Section 403 of Pennsylvania Act

No. 6 of 1974, and Notice of Homeowners' Emergency Mortgage Assistance Program, in accordance with Pennsylvania Act 91 of 1983, a true and correct copy of which is attached hereto, made a part hereof and marked Exhibit "C". Defendants have not had the required face-to-face meeting with the mortgagee within the required time and plaintiff has received no notice that defendants have had a face-to-face meeting with a consumer credit counseling agency, nor has plaintiff received notice that defendants have filed an application with the Homeowners' Emergency Mortgage Assistance Program.

WHEREFORE, plaintiff demands judgment in the sum of \$21,760.60 plus interest, late charges, escrow advances and costs to the date of judgment and foreclosure of the said mortgage.

A handwritten signature in cursive script, appearing to read "Thomas I. Puleo", is written over a horizontal line.

THOMAS I. PULEO
Attorney for Plaintiff

DESCRIPTION

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a one-inch solid pin located along the Southern side of West Long Avenue, said beginning point being at the Northeastern corner of the parcel herein described, said beginning point furthermore being next to the Northwestern corner of Lot No. 78 of the DuBois Land Company's plat of lots; thence South $2^{\circ} 56' 49''$ East along the Western boundary line of Lot No. 78 for a distance of 150 feet to a one inch solid pin located along the Northern side of an unnamed 16 foot alley; thence South $87^{\circ} 03' 11''$ West along the Northern side of a unnamed 16 foot alley for a distance of 50 feet to a one-inch solid pin; thence North $2^{\circ} 56' 49''$ West along Lot No. 80 for a distance of 146.16 feet to an iron pin; thence North $48^{\circ} 03' 30''$ East along the Southern right-of-way line of Second Street for a distance of 6.10 feet to an iron pin; thence North $87^{\circ} 03' 11''$ East along the Southern side of West Long Avenue for a distance of 45.26 feet to a one-inch solid pin, the place of beginning.

CONTAINING 7,490.81 square feet in accordance with a survey completed by Lee Simpson Associates, Inc., consulting engineers on March 12, 1990.

BEING known as Parcel No. 128-B3-442-13 in the Clearfield County Tax Assessment Office.

PENNSYLVANIA

MORTGAGE NOTE

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF
THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT

\$ 21,262.00

PITTSBURGH, Pennsylvania

March 27, 19 1990

FOR VALUE RECEIVED, the undersigned,

MILO M. SPENCER AND EILEEN M. SPENCER

HUSBAND/WIFE

hereinafter called the Maker, promises to pay to

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

OF PITTSBURGH

a corporation organized and existing under the laws of the state of UNITED STATES OF AMERICA

or order, hereinafter designated as the Payee, the principal sum of

Twenty One Thousand Two Hundred Sixty Two and no/100

Dollars (\$ 21,262.00) with interest from date at the rate of Nine and 50/100

per centum (9.500) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

OF PITTSBURGH

in PITTSBURGH, PA 15241 at 180 FORT COUCH ROAD

or such place as the holder may designate in writing in monthly installments of

One Hundred Seventy Eight and 79/100

Dollars (\$ 178.79)

commencing on the first day of May, 1990, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on the first day of April, 2020.

Privilege is reserved to prepay at any time without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or One Hundred Dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Simultaneously with the execution of this Note the Maker has executed and delivered to the Payee a Mortgage secured upon certain premises situated in the County of CLEARFIELD Commonwealth of Pennsylvania, more particularly described in the Mortgage. All of the terms, covenants, provisions, conditions, stipulations and agreements contained in said Mortgage to be kept and performed by the Maker are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein, and the Maker covenants and agrees to perform the same, or cause the same to be kept and performed, strictly in accordance with the terms and provisions thereof.

The whole of the principal sum or any part thereof, and of any other sums of money secured by the Mortgage given to secure this Note, shall, forthwith, at the option of the Payee or any subsequent holder thereof, become due and payable immediately, without notice or demand, if default be made in any payment under this Note, and if the default is not made good prior to the due date or the next such installment; or upon the happening of any default which, by the terms of the Mortgage given to secure this Note, shall entitle the Payee, or any subsequent holder hereof, to declare the same, or any part thereof, to be due and payable.

The Maker does hereby empower any attorney of any court of record within the United States or elsewhere to appear for Maker, with or without a declaration filed, and confess judgment or judgments against said Maker in favor of the Payee or any subsequent holder hereof, as of any term, for the entire unpaid principal of this Note, and all other sums paid by the holder hereof to or on behalf of the Maker pursuant to the terms of this Note or said Mortgage, and all arrearages of interest thereon, together with costs of suit, attorney's commission of 5.00% for collection, and a release of all errors, on which judgment execution or executions may issue forthwith. The Maker hereby waives the right on inquisition on all property levied upon to collect the indebtedness evidenced hereby and does voluntarily condemn the same and authorizes the Prothonotary to enter such condemnation, and waives and releases all laws, now in force or hereafter enacted, relating to exemption, appraisal or stay of execution.

The agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Maker has caused these presents to be executed under seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature]

MILO M. SPENCER

(SEAL)

EILEEN M. SPENCER

(SEAL)

(SEAL)

(SEAL)

THIS IS TO CERTIFY that this is the Note described in and secured by Mortgage of even date herewith secured on real estate
situate in _____ County, Pa

PAY TO THE ORDER OF
NATIONAL FIRST MORTGAGE CORP. OF PENNSYLVANIA
WITHOUT RECOURSE
First Federal Loan Ass'n. of Pittsburgh
By: Colleen M. Kelly
Colleen M. Kelly
Authorized Signature

WITHOUT RECOURSE
PAY TO THE ORDER OF
ATLANTIC MORTGAGE & INVESTMENT CORP.
Colleen M. Kelly
NATIONAL FIRST MORTGAGE CORP.
OF PENNSYLVANIA
Colleen M. Kelly
Authorized Signature

PAY TO THE ORDER OF

Without Recourse
Atlantic Mortgage & Investment Corporation

Kathleen A. Gilchrist
Kathleen A. Gilchrist
Assistant Secretary

ATLANTIC MORTGAGE & INVESTMENT CORPORATION
7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258

February 08, 2000

INVESTOR NO.: 604/L

COUNTY CODE: 33

Milo M Spencer
939 West Long Ave
Dubois PA 15801

Loan Number: 0000203986

Current Lender/Servicer: Atlantic Mortgage & Investment Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME
FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

**IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES
BEYOND YOUR CONTROL,**

**IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO
PAY YOUR MORTGAGE PAYMENTS, AND**

**IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED
BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE
UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR DEFAULT",
EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

DR133

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

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

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

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at:
939 West Long Ave, Dubois PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

| | |
|--|------------------|
| (1) Monthly payments from December 01, 1999 thru January 2000 (at \$240.13 per month) | <u>\$480.26</u> |
| Monthly payments from February 1, 2000 thru February 2000 (at \$246.21 per month) | <u>\$246.21</u> |
| (2) Previous late charges; | <u>\$ 18.86</u> |
| (3) Other charges; Escrow, Inspection, NSF checks | <u>\$ 10.00</u> |
| (4) Other provisions of the mortgage obligation, if any | <u>\$</u> |
| (5) TOTAL AMOUNT OF (1), (2) and (3) REQUIRED AS OF THIS DATE | <u>\$ 755.33</u> |

Loan Number:0000203986

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS OF THE DATE of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 755.33 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

ATTN: COLLECTION DEPARTMENT
ATLANTIC MORTGAGE & INVESTMENT CORPORATION
7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258

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

IF YOU DO NOT CURE THE DEFAULT-- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

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EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

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Address: 7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258
Phone number: 1-800-288-2642 **Fax number:** 1-904-288-5067
Contact Person: Robert Pilarski

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

ASSUMPTION OF MORTGAGE-- Your mortgage MAY be assumable. You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR).

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY
(Please see attached)

Please be advised that Atlantic Mortgage & Investment Corporation is a debt collector; any information obtained will be used for that purpose.

By: _____
Robert Pilarski

ATLANTIC MORTGAGE & INVESTMENT CORPORATION
7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258

February 08, 2000

INVESTOR NO.: 604/L

COUNTY CODE: 33

Eileen M Spencer
939 West Long Ave
Dubois PA 15801

Loan Number: 0000203986

Current Lender/Servicer: Atlantic Mortgage & Investment Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME
FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES
BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO
PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED
BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

DR135

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

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

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

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

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

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

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at:
939 West Long Ave, Dubois PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

| | |
|--|------------------|
| (1) Monthly payments from December 01, 1999 thru January 2000 (at \$240.13 per month) | <u>\$480.26</u> |
| Monthly payments from February 1, 2000 thru February 2000 (at \$246.21 per month) | <u>\$246.21</u> |
| (2) Previous late charges; | <u>\$ 18.86</u> |
| (3) Other charges; Escrow, Inspection, NSF checks | <u>\$ 10.00</u> |
| (4) Other provisions of the mortgage obligation, if any | <u>\$</u> |
| (5) TOTAL AMOUNT OF (1), (2) and (3) REQUIRED AS OF THIS DATE | <u>\$ 755.33</u> |

Loan Number: 0000203986

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT-- You may cure the default within THIRTY (30) DAYS OF THE DATE of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 755.33 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

ATTN: COLLECTION DEPARTMENT
ATLANTIC MORTGAGE & INVESTMENT CORPORATION
7159 CORKLAN DRIVE
JACKSONVILLE, FLORIDA 32258

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

IF YOU DO NOT CURE THE DEFAULT-- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

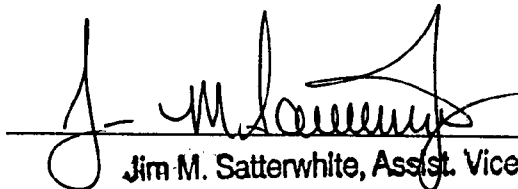
IF THE MORTGAGE IS FORECLOSED UPON-- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES-- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you have never defaulted.

VERIFICATION

Jim M. Satterwhite, hereby states that ~~he~~ is *Asst. Vice President* of Atlantic Mortgage & Investment Corporation mortgage servicing agent for Plaintiff in this matter, that ~~he~~ is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure Complaint are true and correct to the best of ~~his~~ knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.



Jim M. Satterwhite, Asst. Vice Pres.

DATE: 7-6-00

THOMAS I. PULEO, ESQUIRE
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

:

: No. 00-798-CD

v.

:

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

:

ORDER

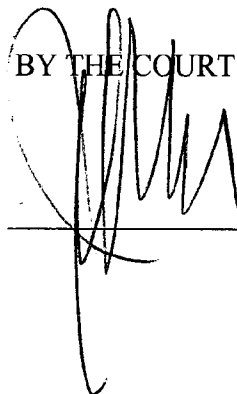
AND NOW, this 4th day of October, 2000, upon consideration of plaintiff's Motion for Special Order of Service, it is hereby ORDERED and DECREED that service shall be made upon the defendants, Milo M. Spencer and Eileen M. Spencer, husband and wife, by posting a copy of the Complaint on the most public part of the premises situate at 939 West Long Avenue, Dubois, Pennsylvania, and by registered mail and ordinary mail to the defendants' last known address at 939 West Long Avenue, Dubois, Pennsylvania. Service of all other pleadings and notices, including the Notice of Sale pursuant to Pa.R.C.P. 3129.2, may be made upon the defendants in the same manner as aforesaid.

FILED

OCT 04 2000

William A. Shaw
Prothonotary

BY THE COURT:



J.

FILED

OCT 04 2000

Office atty Ruco
William A. Shaw
Prothonotary

[Handwritten signature]
3/20

THOMAS I. PULEO, ESQUIRE
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

:

: No. 00-798-CD

v.

:

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

:

FILED

OCT 02 2000

William A. Shaw
Prothonotary

MOTION FOR SPECIAL ORDER OF SERVICE

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

Plaintiff, Atlantic Mortgage and Investment Corporation, by its attorney, Thomas I. Puleo, Esquire, moves the Court for a special order of service pursuant to Pa.R.C.P. 430(a) for the following reasons:

1. On July 10, 2000, plaintiff filed a Complaint in Mortgage Foreclosure under the above entitled number and directed the Sheriff of Clearfield County to make personal service upon defendants at 939 West Long Avenue, Dubois, Pennsylvania, which was the last known address of the defendants as well as the mortgaged premises.
2. The Sheriff was unable to effect personal service of the Complaint upon the one of the defendants, Eileen M. Spencer, because she has moved from the premises and has left no forwarding address. A copy of the Sheriff's Return of Service is attached hereto, made a part hereof and marked Exhibit "A".
3. Thereafter, plaintiff conducted an extensive investigation to determine the

whereabouts of defendants. Plaintiff's Affidavit of Good Faith Effort to Locate Defendants is attached hereto, made a part hereof and marked Exhibit "B".

4. After diligent search, plaintiff is without any information indicating the whereabouts of the defendants.

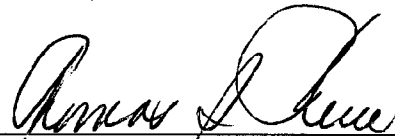
5. It is believed and therefore averred that the defendants are either concealing their whereabouts or that their whereabouts are unknown.

6. Rule 430(a) of the Pennsylvania Rules of Civil Procedure provides that where service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service.

7. Rule 410(c) of the Pennsylvania Rules of Civil Procedure provides that the Court may direct service by posting, registered mail and/or such other methods, if any, as the court deems appropriate to give notice to the defendant.

WHEREFORE, Plaintiff prays this Honorable Court to enter an Order directing service upon defendants by posting the premises and by ordinary mail and registered mail to the defendants' last known address.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas I. Puleo", written over a horizontal line.

THOMAS I. PULEO
Attorney for Plaintiff

THOMAS I. PULEO

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ATLANTIC MORTGAGE & INVESTMENT

00-798-CD

VS

SPENCER, MILO M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 11, 2000 AT 11:05 AM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON MILO M. SPENCER,
DEFENDANT AT RESIDENCE, 939 W. LONG AVE., DUBOIS, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO MILO M. SPENCER A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCINTOSH/COUDRIET

NOW AUGUST 10, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT
FOUND" AS TO EILEEN M. SPENCER, DEFENDANT. MOVED LEFT NO
FORWARDING ADDRESS.

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

SWORN TO BEFORE ME THIS

SO ANSWERS,

_____ DAY OF _____ 2000

CHESTER A. HAWKINS
SHERIFF

EXHIBIT A

**Confidential
Investigative
Services, Inc.**

PLAINTIFF: Atlantic Mortgage & Investment Corporation

COUNTY: Clearfield

VS.

TERM #: 00-798 CD

DEFENDANT: Milo M. Spencer & Eileen M. Spencer

LOCATE: MILO M. & EILEEN M. SPENCER

ADDRESS GIVEN: 939 W. Long Avenue, Dubois, PA 15801

Thomas I. Puleo, Esquire
1710 Walton Road
Suite 206
Blue Bell, PA 19422

AFFIDAVIT OF GOOD FAITH INVESTIGATION

LAST KNOWN ADDRESS

939 West Long Avenue, DuBois, PA 15801

INQUIRY OF U.S. POST OFFICE (FOIA)

9/1/00 Post Office indicates mail is good as addressed.

SEARCH OF LOCAL TELEPHONE DIRECTORIES & PHONE COMPANY OPERATOR CONTACT

814-375-9708 is issued to Milo Spencer at 939 W. Long Ave. in DuBois, PA.

NEIGHBOR CONTACTS

Numerous attempts have been made to contact the subject's at 814-375-9708, however on each occasion there was no response nor is there an answering machine.

Mr. Wallock of 935 W. Long Ave. confirmed the subjects' reside at 939 W. Long Ave.

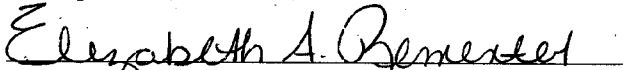
I CERTIFY UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

AFFIANT: 

DIANE COWAN, CLI

235 South 13th Street
Philadelphia, PA 19107
(215) 546-7400
(800) 503-7400
Fax (215) 985-0169

**SWORN & SUBSCRIBED BEFORE ME THIS 13th
OF September, 2000**


NOTARY PUBLIC

NOTARIAL SEAL
ELIZABETH A. REMENTER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 22, 2004

EXHIBIT B

B&R

Services for Professionals Inc.

• Court Filing •

Process Serving •

Court Reporting •

Postmaster
DuBois, PA 15801
City, State, ZIP Code

Date: August 29, 2000

**Please provide apartment number or
physical address information for post office box,
if applicable**

Request for Change of Address or Boxholder Information Needed for Services of Legal Process

PLEASE FURNISH THE NEW ADDRESS OR THE NAME AND THE STREET ADDRESS (IF A BOXHOLDER) FOR THE FOLLOWING:

Name: MILO M. SPENCER

Address: 939 West Long Avenue, DuBois, PA 15801

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 boxholder information.

The following information is provided in accordance with 39 CFR 265.8(d)(6)(u). 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 is a **process server**.
2. Statute or regulation that empowers me to serve process is **Pennsylvania Rules of Civil Procedure 400.1**.
3. The names of all known parties to the litigation: **Atlantic Mortgage & Investment Corporation vs. Milo M. Spencer & Eileen M. Spencer**
4. The Court in which the case has been or will be heard: **Clearfield County Court of Common Pleas**
5. The docket or other identifying number if one has been issued: **00-798 CD**
6. The capacity in which this individual is to be served is a **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 410,000 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.

Michele Daly
Signature

235 South 13th Street
Address

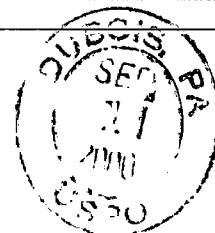
Michele Daly
Printed Name

Philadelphia, PA 19107
City, State, ZIP Code

FOR POST OFFICE USE ONLY

- ☒ Mail is good as addressed.
☐ Not known at address given.
☐ Moved, left no forwarding address.
☐ No such address.

NEW ADDRESS OR BOXHOLDER'S POSTMARK
NAME AND STREET ADDRESS



B&R

Services for Professionals Inc.

• Court Filing •

Process Serving •

Court Reporting •

Postmaster
DuBois, PA 15801
City, State, ZIP Code

Date: August 29, 2000

Please provide apartment number or
physical address information for post office box,
if applicable

Request for Change of Address or Boxholder Information Needed for Services of Legal Process

PLEASE FURNISH THE NEW ADDRESS OR THE NAME AND THE STREET ADDRESS (IF A BOXHOLDER) FOR THE FOLLOWING:

Name: EILEEN M. SPENCER

Address: 939 West Long Avenue, DuBois, PA 15801

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 boxholder information.

The following information is provided in accordance with 39 CFR 265.8(d)(6)(u). 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 is a **process server**.
2. Statute or regulation that empowers me to serve process is **Pennsylvania Rules of Civil Procedure 400.1**.
3. The names of all known parties to the litigation: **Atlantic Mortgage & Investment Corporation vs. Milo M. Spencer & Eileen M. Spencer**
4. The Court in which the case has been or will be heard: **Clearfield County Court of Common Pleas**
5. The docket or other identifying number if one has been issued: **00-798 CD**
6. The capacity in which this individual is to be served is a **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 410,000 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.

Michele Daly
Signature

235 South 13th Street
Address

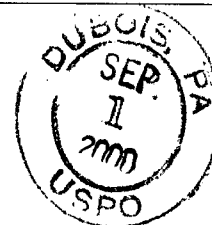
Michele Daly
Printed Name

Philadelphia, PA 19107
City, State, ZIP Code

FOR POST OFFICE USE ONLY

- ☒ Mail is good as addressed.
☐ Not known at address given.
☐ Moved, left no forwarding address.
☐ No such address.

NEW ADDRESS OR BOXHOLDER'S POSTMARK
NAME AND STREET ADDRESS



NOWAK, M E 934 W LONG AVE DU BOIS, PA 15801-1737 814-371-5927
WALLOCK, ANTHONY 935 W LONG AVE DU BOIS, PA 15801-3511 814-371-6662★
SPENCER, MILO 939 W LONG AVE DU BOIS, PA 15801-3511 814-375-9708
DEFazio, NANCY 1005 W LONG AVE DU BOIS, PA 15801-3513 814-371-6485

THOMAS I. PULEO, ESQUIRE
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

ATLANTIC MORTGAGE & INVESTMENT :
CORPORATION :
 : No. 00-798-CD
v. :
 :
MILO M. SPENCER and :
EILEEN M. SPENCER, husband and wife :

MEMORANDUM OF LAW IN SUPPORT
OF MOTION FOR SPECIAL ORDER OF SERVICE

Rule 430(a) of the Pennsylvania Rules of Civil Procedure provides as follows:

If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

The note to this provision provides an illustration of a good faith effort to locate the defendant which includes: (1) inquiries of postal authorities, including inquiries pursuant to the Freedom of Information Act, (2) inquiries of relatives, neighbors, friends and employers of the defendant, and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

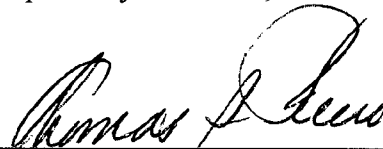
In this case, every one of the suggested inquiries has been made. The result of the investigation leads one to the conclusion that the defendants are either concealing their

whereabouts or that their whereabouts are unknown.

Rule 410(c) of the Pennsylvania Rules of Civil Procedure provides that where service is made pursuant to a special order of service the Court shall direct one or more of the following methods of service: (1) publication as provided by Rule 430(b), (2) posting a copy of the original process on the most public part of the property, (3) registered mail to the defendant's last known address, and (4) such other methods, if any, as the Court deems appropriate to give notice to the defendant.

A good faith effort having been made to ascertain the whereabouts of the defendants, it is respectfully requested that this Honorable Court enter an Order directing service upon defendants by posting the premises and by ordinary mail and registered mail to the defendants' last known address as provided by the Pennsylvania Rules of Civil Procedure.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Thomas I. Puleo", written over a horizontal line.

THOMAS I. PULEO
Attorney for Plaintiff

FILED

OCT 02 2000

171121716
William A. Shaw
Prothonotary
R. Leo
222

THOMAS I. PULEO, ESQUIRE
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ATLANTIC MORTGAGE & INVESTMENT :
CORPORATION :

v.


: No. 00-798-CD

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife :

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above captioned matter for service upon defendants.


THOMAS I. PULEO
Attorney for Plaintiff

FILED

OCT 27 2000

William A. Shaw
Prothonotary

10.27.00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

FILED

W. A. Shaw

OCT 27 2000
01329/12th fl 100
William A. Shaw
Prothonotary

PD \$7.00

(2) Comp Reinstat

to 8 Shaw

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 9901

ATLANTIC MORTGAGE & INVESTMENT

00-798-CD

VS.

SPENCER, MILO M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

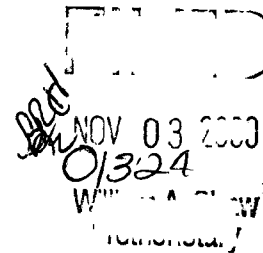
NOW NOVEMBER 1, 2000 AT 9:24 AM EST POSTED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE ON PROPERTY OF MILO M. SPENCER, DEFENDANT AT 939
WEST LONG AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA .

NOW NOVEMBER 1, 2000 AT 9:24 AM EST POSTED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE ON PROPERTY OF EILEEN M. SPENCER, DEFENDANT AT
939 WEST LONG AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.

Return Costs

Cost Description

26.21 SHFF. HAWKINS PAID BY: ATTY.



Sworn to Before Me This

3rd Day of November 2000

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

So Answers,

A handwritten signature of Chester A. Hawkins.
Chester A. Hawkins
Sheriff

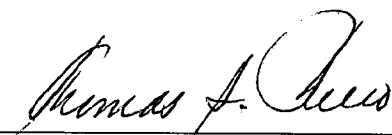
Thomas I. Puleo, Esquire
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050

Attorney for Plaintiff

| | | |
|--|---|-----------------------|
| ATLANTIC MORTGAGE & INVESTMENT CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| VS. | : | |
| | : | No. 00-798-CD |
| MILO M. SPENCER and | : | |
| EILEEN M. SPENCER, husband and wife | : | |

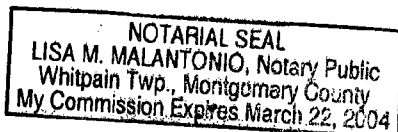
AFFIDAVIT OF SERVICE

THOMAS I. PULEO, ESQUIRE, attorney for Plaintiff, being duly sworn according to law, says that he mailed by certified mail, return receipt requested, a true and correct copy of the Complaint in this action to Defendant, Milo M. Spencer at 939 West Long Avenue, Dubois, PA 15801 on the 6th day of November, 2000, as evidenced by Post Office receipt number 70993400001141688904 which receipt was subsequently returned to the undersigned noting moved, left no address/unclaimed on _____, 2000 which receipt is attached hereto as Exhibit "A".


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 6th DAY
OF November, 2000.


NOTARY PUBLIC



FILED FILED

DEC 14 2000 DEC 14 2000
m/1:20/ue
William A. Shaw William A. Shaw
Prothonotary Prothonotary
46 SENT TO ATT FRED

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Milo M. SPENCER
939 West Long Ave
Dubois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|---|---|
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7099 3400 0011 4168 8904

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

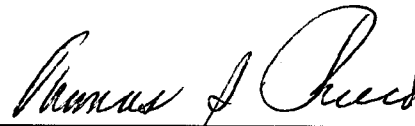
Thomas I. Puleo, Esquire
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050

Attorney for Plaintiff

| | | |
|--|---|-----------------------|
| ATLANTIC MORTGAGE & INVESTMENT CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| VS. | : | |
| | : | No. 00-798-CD |
| MILO M. SPENCER and | : | |
| EILEEN M. SPENCER, husband and wife | : | |

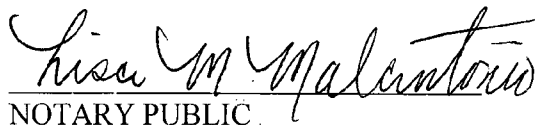
AFFIDAVIT OF SERVICE

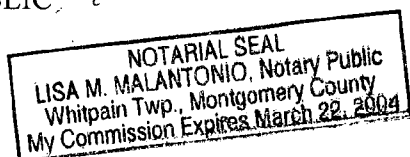
THOMAS I. PULEO, ESQUIRE, attorney for Plaintiff, being duly sworn according to law, says that he mailed by certified mail, return receipt requested, a true and correct copy of the Complaint in this action to Defendant, Eileen M. Spencer at 939 West Long Avenue, Dubois, PA 15801 on the 6th day of November, 2000, as evidenced by Post Office receipt number 70993400001141688898 which receipt was subsequently returned to the undersigned noting moved, left no address/unclaimed on _____, 2000 which receipt is attached hereto as Exhibit "A".



THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 6th DAY
OF November, 2000.


NOTARY PUBLIC



FILED

DEC 14 2000
m/1:20/uy
William A. Shaw
Prothonotary
1 sent to Mr. G. 12/20

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Eileen M. Spencer
939 West Long Ave
Dubois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by *Please Print Clearly* B. Date of Delivery

C. Signature *Eileen M. Spencer* 11/10/00

Eileen M. Spencer ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

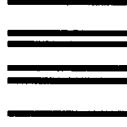
7099 340000441688898

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

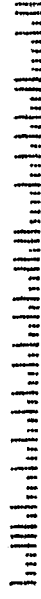
UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

THOMAS I. PULEO, ESQUIRE
1710 WALTON ROAD, SUITE 206
BLUE BELL, PA 19422



03

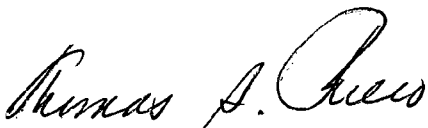
Thomas I. Puleo, Esquire
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050

Attorney for Plaintiff

| | | |
|--|---|-----------------------|
| ATLANTIC MORTGAGE & INVESTMENT CORPORATION | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| VS. | : | |
| | : | No. 00-798-CD |
| MILO M. SPENCER and | : | |
| EILEEN M. SPENCER, husband and wife | : | |

AFFIDAVIT OF SERVICE

THOMAS I. PULEO, ESQUIRE, attorney for Plaintiff, being duly sworn according to law, says that he mailed by ordinary mail a true and correct copy of the Complaint in this action to defendant, Milo M. Spencer and Eileen M. Spencer at 939 West Long Avenue, Dubois, PA 15801 on the 6th day of November, 2000.

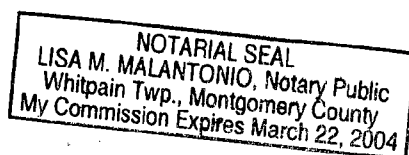


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 6th DAY
OF November, 2000.



NOTARY PUBLIC



FILED

DEC 14 2000
m/j:20/urs
William A. Shaw
Prothonotary
1 sent to Mr. E/24

LAW OFFICES OF THOMAS I. PULEO
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-6050
By: Thomas I. Puleo, Esquire
Identification No. 27615

Attorney for Plaintiff

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

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

:

: No. 00-798-CO

v.

:

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

:

FILED

DEC 15 2000

PRAECIPE FOR JUDGMENT

William A. Shaw
Prothonotary

Enter judgment in favor of the Plaintiff and against the Defendant(s) for want of an answer and assess damages as follows:

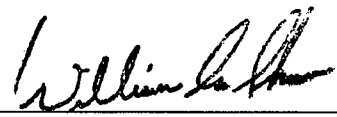
| | |
|--|---------------|
| Principal Debt | \$19,031.97 |
| Interest from 11/1/99 through 12/13/00 | 2,028.64 |
| Late charges accrued through 12/13/00 | 123.55 |
| Escrow deficit (taxes and insurance) (\$61.34) | 547.82 |
| Attorney fees | 951.60 |
| Title information certificate | <u>325.00</u> |
| Total | \$23,008.58 |

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. Pa.R.C.P. 237.1


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

AND NOW December 15, 2000, Judgment is entered in favor of plaintiff and against defendants and damages assessed as per the above certification.


Prothonotary

LAW OFFICES OF THOMAS I. PULEO

620 Sentry Parkway, Suite 100

Blue Bell, PA 19422

(610) 941-6050

By: Thomas I. Puleo, Esquire

Identification No. 27615

Attorney for Plaintiff

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

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

:

: No. 00-798-CO

v.

:

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

:

TO: Mr. Milo M. Spencer
939 West Long Avenue
Dubois, PA 15801

Date of Notice: November 28, 2000

NOTICE OF INTENTION TO FILE PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT UNDER Pa.R.C.P.237.1

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY AND OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Keystone Legal Services
211 ½ E. Locust Street
Clearfield, PA 16830



THOMAS I. PULEO
Attorney for Plaintiff

LAW OFFICES OF THOMAS I. PULEO
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-6050
By: Thomas I. Puleo, Esquire
Identification No. 27615

Attorney for Plaintiff

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

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

:

: No. 00-798-CO

v.

:

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

:

TO: Mrs. Eileen M. Spencer
939 West Long Avenue
Dubois, PA 15801

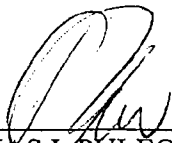
Date of Notice: November 28, 2000

NOTICE OF INTENTION TO FILE PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT UNDER Pa.R.C.P.237.1

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY AND OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Keystone Legal Services
211 ½ E. Locust Street
Clearfield, PA 16830



THOMAS I. PULEO
Attorney for Plaintiff

LAW OFFICES OF THOMAS I. PULEO

620 Sentry Parkway, Suite 100

Blue Bell, PA 19422

(610) 941-6050

By: Thomas I. Puleo, Esquire

Identification No. 27615

Attorney for Plaintiff

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

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

:

: No. 00-798-CO

v.

:

MILO M. SPENCER and

EILEEN M. SPENCER, husband and wife

:

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

:

SS.

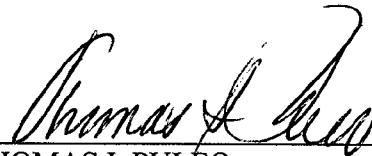
COUNTY OF MONTGOMERY

:

THOMAS I. PULEO, being duly sworn according to law deposes and says that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended;

That Milo M. Spencer is over 21 years of age, resides at 939 West Long Avenue, Dubois, Pennsylvania, and is employed by/as unknown.

That Eileen M. Spencer is over 21 years of age, resides at 939 West Long Avenue, Dubois, Pennsylvania, and is employed by/as unknown.



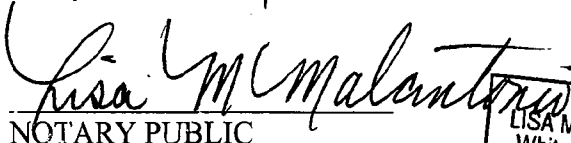
THOMAS I. PULEO

Attorney for Plaintiff

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 12th DAY

OF December, 2000.



NOTARY PUBLIC

NOTARIAL SEAL
LISA M. MALANTONIO, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires March 22, 2004

FILED

DEC 15 2000
m13:01aH Rule p2
William A. Shaw
Prothonotary

Not. to Dy.
Statement to atty



OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

COPY

PROTHONOTARY

To: Milo M. Spencer
Eileen M. Spencer
939 West Long Avenue
Dubois, PA 15801

ATLANTIC MORTGAGE & INVESTMENT CORPORATION

vs.

MILO M. SPENCER and
EILEEN M. SPENCER, Husband and wife

: COURT OF COMMON PLEAS
: (CLEARFIELD County)
:
: _____ Term, 19_____
:
: 00-798-CO
: No. _____

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

- ☒ Judgment by Default
☐ Money Judgment
☐ Judgment in Replevin
☐ Judgment for Possession
☐ Judgment on Award of Arbitration
☐ Judgment on Verdict
☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY _____ Thomas I. Puleo _____ Esquire
(Insert Attorney's Name)

at this telephone number: (610) 941-6050 .

LAW OFFICES OF THOMAS I. PULEO

620 Sentry Parkway, Suite 100

Blue Bell, PA 19422

(610) 941-6050

By: Thomas I. Puleo, Esquire

Identification No. 27615

Attorney for Plaintiff

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

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

:
: No. 00-798-CO

v.

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

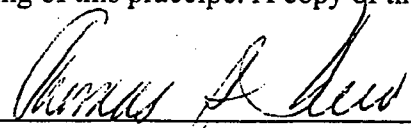
PRAECIPE FOR JUDGMENT

Enter judgment in favor of the Plaintiff and against the Defendant(s) for want of an answer and assess damages as follows:

| | |
|--|---------------|
| Principal Debt | \$19,031.97 |
| Interest from 11/1/99 through 12/13/00 | 2,028.64 |
| Late charges accrued through 12/13/00 | 123.55 |
| Escrow deficit (taxes and insurance) (\$61.34) | 547.82 |
| Attorney fees | 951.60 |
| Title information certificate | <u>325.00</u> |
| Total | \$23,008.58 |

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. Pa.R.C.P. 237.1


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

AND NOW December 15, 2000, Judgment is entered in favor of plaintiff and against defendants and damages assessed as per the above certification.

Prothonotary



OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

COPY

PROTHONOTARY

To: Milo M. Spencer
Eileen M. Spencer
939 West Long Avenue
Dubois, PA 15801

ALTANTIC MORTGAGE & INVESTMENT CORPORATION

vs.

MILO M. SPENCER and
EILEEN M. SPENCER, Husband and wife

: COURT OF COMMON PLEAS
: (CLEARFIELD County)
:
: _____ Term, 19_____
:
: 00-798-CO
: No. _____

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY _____ Thomas I. Puleo _____ Esquire
(Insert Attorney's Name)

at this telephone number: (610) 941-6050 .

LAW OFFICES OF THOMAS I. PULEO

620 Sentry Parkway, Suite 100

Blue Bell, PA 19422

(610) 941-6050

By: Thomas I. Puleo, Esquire

Identification No. 27615

Attorney for Plaintiff

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

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

:

: No. 00-798-CO

v.

:

MILO M. SPENCER and

EILEEN M. SPENCER, husband and wife

:

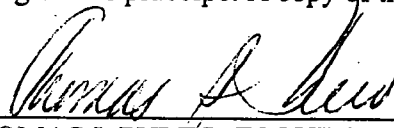
PRAECIPE FOR JUDGMENT

Enter judgment in favor of the Plaintiff and against the Defendant(s) for want of an answer and assess damages as follows:

| | |
|--|---------------|
| Principal Debt | \$19,031.97 |
| Interest from 11/1/99 through 12/13/00 | 2,028.64 |
| Late charges accrued through 12/13/00 | 123.55 |
| Escrow deficit (taxes and insurance) (\$61.34) | 547.82 |
| Attorney fees | 951.60 |
| Title information certificate | <u>325.00</u> |
| Total | \$23,008.58 |

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. Pa.R.C.P. 237.1


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

AND NOW December 15, 2000, Judgment is entered in favor of plaintiff and against defendants and damages assessed as per the above certification.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COF

Atlantic Mortgage & Investment Corp.
Plaintiff(s)

No.: 2000-00798-CD

Real Debt: \$23,008.58

Atty's Comm:

Vs.

Costs: \$

Int. From:

Milo M. Spencer
Eileen M. Spencer
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 15, 2000

Expires: December 15, 2005

Certified from the record this 15th of December, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

Commonwealth of Pennsylvania

COUNTY OF CLEARFIELD

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

COURT OF COMMON PLEAS

Term, 19____
NO. 00-798-CO

vs.

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

PRAECIPE FOR WRIT OF EXECUTION

FILED

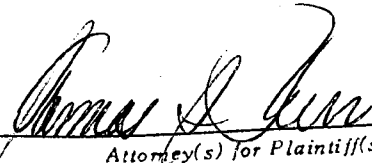
DEC 15 2000

William A. Shaw
Prothonotary

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

| | |
|---------------------------------------|---------------|
| Amount due | \$ 23,008.58 |
| Interest from 12/13/00 @3.78 per diem | \$ |
| (Costs to be added) | 199.09 |
| | <u>172.88</u> |



Attorney(s) for Plaintiff(s)

THOMAS I. PULEO

Mortgage Foreclosure
Ground Rent (Rem)

FILED

DEC 15 2000
073107aTH
William A. Shaw
Prothonotary
6 wirts to Shaw
28

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

COPY

Atlantic Mortgage & Investment Corp.,

Vs.

NO.: 2000-00798-CD

Milo M. Spencer , Eileen M. Spencer ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due ATLANTIC MORTGAGE & INVESTMENT CORP., , Plaintiff(s)
from MILO M. SPENCER , EILEEN M. SPENCER , , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$23,008.58
INTEREST
PROTH. COSTS \$
ATTY'S COMM \$
DATE 12/15/2000

PAID \$172.88
SHERIFF \$
OTHER COSTS \$

William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Thomas I. Puleo, Esq.

Sheriff

Thomas I. Puleo, Esquire
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050

Attorney for Plaintiff

ATLANTIC MORTGAGE & INVESTMENT : CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
v. :
: No. 00-798-CO
MILO M. SPENCER and :
EILEEN M. SPENCER, husband and wife :

AFFIDAVIT OF SERVICE

THOMAS I. PULEO, ESQUIRE, attorney for Plaintiff, being duly sworn according to law, says that he mailed by ordinary mail a true and correct copy of the Notice of Sale pursuant to Pa.R.C.P. 3129.2 upon the persons listed below on the 19th day of January, 2000.

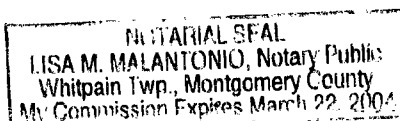
Milo M. Spencer
Eileen M. Spencer
939 West Loang Avneu
Dubois, PA 15801


THOMAS I. PULEO
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 19th DAY

January, 2000.

NOTARY PUBLIC



FILED

FEB 06 2001
11:20pm
William A. Shaw
Prothonotary
NO CC
EKS

Thomas I. Puleo, Esquire
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050


Attorney for Plaintiff

| | | |
|-------------------------------------|---|-----------------------|
| ATLANTIC MORTGAGE & INVESTMENT | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| | : | |
| v. | : | |
| | : | No. 00-798-CO |
| | : | |
| MILO M. SPENCER and | : | |
| EILEEN M. SPENCER, husband and wife | : | |


AFFIDAVIT OF SERVICE

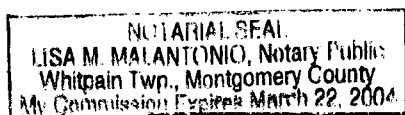
THOMAS I. PULEO, ESQUIRE, attorney for Plaintiff, being duly sworn according to law, says that he mailed by certified mail, return receipt requested, a true and correct copy of the Notice of Sale pursuant to Pa.R.C.P. 3129.2 upon the persons listed below on the 19th day of January, 2000, as evidenced by Post Office receipt number 70993400001141687747 which receipt was subsequently returned to the undersigned noting moved, left no address/unclaimed on , 2000 which receipt is attached hereto as Exhibit "A".

Eileen M. Spencer
939 West Long Avenue
Dubois, PA 15801


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 19th DAY

January, 2000.

NOTARY PUBLIC



FILED

FEB 06 2001
11:20pm noc
A. Shaw
Notary

ENIT FOLDED AT TOP OF ENVELOPE
PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Eileen M. Spencer
939 West Long Ave
Dubois, Pa 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

□ Agent

□ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☒ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

10993400001141687747

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

Thomas I. Puleo, Esquire
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050


Attorney for Plaintiff

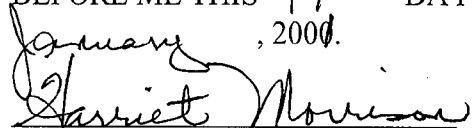
| | | |
|-------------------------------------|---|-----------------------|
| ATLANTIC MORTGAGE & INVESTMENT | : | CLEARFIELD COUNTY |
| | : | COURT OF COMMON PLEAS |
| | : | |
| v. | : | |
| | : | No. 00-798-CO |
| MILO M. SPENCER and | : | |
| EILEEN M. SPENCER, husband and wife | : | |

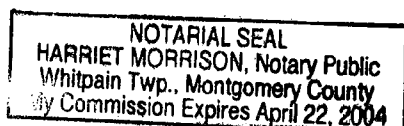
AFFIDAVIT OF SERVICE

THOMAS I. PULEO, ESQUIRE, attorney for Plaintiff, being duly sworn according to law, says that he mailed by certified mail, return receipt requested, a true and correct copy of the Notice of Sale pursuant to Pa.R.C.P. 3129.2 upon the persons listed below on the 19th day of January, 2000, as evidenced by Post Office receipt number 70993400001141687754 which receipt was subsequently returned to the undersigned noting moved, left no address/unclaimed on , 2000 which receipt is attached hereto as Exhibit "A".

Milo M. Spencer
939 West Long Avenue
Dubois, PA 15801



THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 19th DAY
January, 2000.

NOTARY PUBLIC



FILED

FEB 06 2001
11:20 a.m.
William A. Shaw
Prothonotary

rocl


SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits. *GMAC*

1. Article Addressed to:

Milo M. Spencer
939 West Long Ave
Dubois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature *Milo M. Spencer*☒ Agent ☐ AddresseeD. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7099 3400 0044 1687 754

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

THOMAS I. PULEO, ESQUIRE
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050

Attorney for Plaintiff

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

ATLANTIC MORTGAGE & INVESTMENT CORPORATION

v.

No. 00-798-C0

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

AFFIDAVIT OF SERVICE

I, Thomas I. Puleo, Esquire, attorney for plaintiff, being duly sworn according to law, deposes and says that he mailed by ordinary mail a Notice of Sale pursuant to Pa.R.C.P 3129.2 upon the persons listed below on the 31st day of January 2001, as evidenced by the U.S. Postal Service Certificate of Mailing (Form 3817), which is attached hereto as Exhibit "A":

Regional Medical Center
P.O. Box 447
Dubois, PA 15801

Township of Sandy
215 E. Market Street
Clearfield, PA 16830

Atlantic Mortgage & Investment
Corporation
7159 Corklan Drive
Jacksonville, FL 32258

Domestic Relations Office
230 E. Market Street
Clearfield, PA 16830

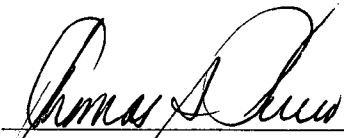
Erie Insurance Exchange
100 Erie Insurance Place
Erie, PA 16530

Pennsylvania Housing Finance Agency
2101 North Front Street
Harrisburg, PA 17105

FILED

FEB 26 2001

William A. Shaw
Prothonotary


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 31st DAY

OF January 2001.


NOTARY PUBLIC

NOTARIAL SEAL
LISA M. MALANTONIO, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires March 22, 2004

AMIC-Spencer

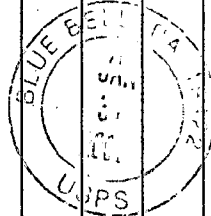
Name and Address of Sender
 Thomas I. Puleo, Esquire
 620 Sentry Parkway, Suite 100
 Blue Bell, PA 19422

| Line | Article Number | Name of Addressee, Street, and Post Office Address | Indicate type of mail | | | | Check appropriate block for Registered Mail: | | Affix stamp here if issued as certificate of mailing or for additional copies of this bill. | | | | |
|------|----------------|--|-------------------------------------|----------------------------------|------------------------------|------------------------------------|---|---|---|-------------------|----------|----------|----------|
| | | | <input type="checkbox"/> Registered | <input type="checkbox"/> Insured | <input type="checkbox"/> COD | <input type="checkbox"/> Certified | <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> In'tl Recorded Del. Express Mail | Postmark and Date of Receipt | Due Sender If COD | R.R. Fee | S.D. Fee | S.H. Fee |
| 1 | | Regional Medical Center, P.O. Box 447, Dubois, PA 15801 | | | | | | | | | | | |
| 2 | | Atlantic Mortgage & Investment Corporation 7159 Corklan Drive, Jacksonville, FL 32258 | | | | | | | | | | | |
| 3 | | Erie Insurance Exchange, 100 Erie Insurance Place, Erie, PA 16530 | | | | | | | | | | | |
| 4 | | Township of Sandy, 215 E. Market Street Clearfield, PA 16830 | | | | | | | | | | | |
| 5 | | Domestic Relations office, 230 E. Market Street, Clearfield, PA 16830 | | | | | | | | | | | |
| 6 | | Pennsylvania Housing Finance Agency 2101 North Front Street, Harrisburg, PA 17105 | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | |

U.S. POSTAGE
 BLUE BELL, PA
 JAN 31 1991
 \$2.00
 00045613-02



0000



| Total Number of Pieces Listed by Sender | Total Number of Pieces Received at Post Office | Posimaster, Per (Name of Receiving Employee) | The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels. |
|---|--|--|--|
| | | | |

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

U.S. Government Printing Office: 1994 — 368-012

FILED

FEB 26 2001

m 11:41 AM

William A. Shaw

Prothonotary

[Signature]

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION,
Plaintiff,

COURT OF COMMON PLEAS

NO. 00-798-CO

v.

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife,
Defendant(s).

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:


| | |
|------------------------------------|------------------|
| AMOUNT DUE | \$23,008.58 |
| INTEREST FROM December 13, 2000 | \$ _____ |
| COSTS TO BE ADDED | \$ <u>199.88</u> |

November 5, 2001

FILED

NOV 13 2001

William A. Shaw
Prothonotary


THOMAS I. PULEO, ESQUIRE

FILED

NOV 13 2001

M19:55) City Police pd \$20.00
William A. Shaw
Prothonotary

WAS

6 Wards Street

THOMAS I. PULEO, ESQUIRE
Identification No. 27615
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-3600

Attorney for Plaintiff

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

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION,
Plaintiff

NO. 00-798-CO

v.

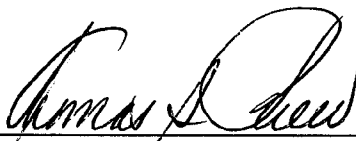
MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife,
Defendant

CERTIFICATION AS TO ADDRESS OF DEFENDANT

I hereby certify the address of defendants is as follows:

939 West Long Avenue
Dubois, PA 15801

Date: November 5, 2001


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

THOMAS I. PULEO, ESQUIRE
Identification No. 27615
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-3600

Attorney for Plaintiff

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

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION,
Plaintiff

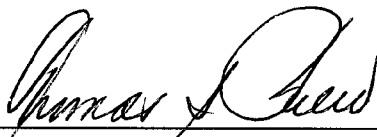
v.

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife,
Defendant

NO. 00-798-CO

CERTIFICATION AS TO THE SALE OF REAL PROPERTY

I hereby certify that I am the attorney of record for the Plaintiff in the above entitled action in Mortgage foreclosure and further certify that all the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983, P.L. 1688 No. 621, as amended (Act 91 of 1983) have been met.


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

COPY

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

ATLANTIC MORTGAGE & INVESTMENT CORPORATION COURT OF COMMON PLEAS

vs.

NO. 00-798-CO

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above captioned matter, you are directed to levy upon and sell the following described real property (specifically described below):

Real Property situated at:

939 West Long Avenue, Dubois, Clearfield County

Tax Parcel Identification Number: 128-B3-442-13

As more fully described in Exhibit "A"
attached hereto and made a part hereof.

AMOUNT DUE \$23,008.58

INTEREST FROM
December 13, 2000 \$ _____

(Costs to be added) \$ 199.88

Prothonotary

By 
Clerk

Date 11/13/01

COURT OF COMMON PLEAS

00-798-CO

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

v.

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

REAL DEBT \$23,008.58

INTEREST FROM \$
December 13, 2000

COSTS PAID:

PROTHY \$ 199.88

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY \$ —

PREMISES:

939 West Long Avenue
Dubois, Clearfield County, PA

Thomas I. Puleo, Esquire
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-3600

DESCRIPTION

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a one-inch solid pin located along the Southern side of West Long Avenue, said beginning point being at the Northeastern corner of the parcel herein described, said beginning point furthermore being next to the Northwestern corner of Lot No. 78 of the DuBois Land Company's plat of lots; thence South $2^{\circ} 56' 49''$ East along the Western boundary line of Lot No. 78 for a distance of 150 feet to a one inch solid pin located along the Northern side of an unnamed 16 foot alley; thence South $87^{\circ} 03' 11''$ West along the Northern side of a unnamed 16 foot alley for a distance of 50 feet to a one-inch solid pin; thence North $2^{\circ} 56' 49''$ West along Lot No. 80 for a distance of 146.16 feet to an iron pin; thence North $48^{\circ} 03' 30''$ East along the Southern right-of-way line of Second Street for a distance of 6.10 feet to an iron pin; thence North $87^{\circ} 03' 11''$ East along the Southern side of West Long Avenue for a distance of 45.26 feet to a one-inch solid pin, the place of beginning.

CONTAINING 7,490.81 square feet in accordance with a survey completed by Lee Simpson Associates, Inc., consulting engineers on March 12, 1990.

BEING known as Parcel No. 128-B3-442-13 in the Clearfield County Tax Assessment Office.

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Atlantic Mortgage & Investment Corp.,

Vs.

NO.: 2000-00798-CD

Milo M. Spencer , Eileen M. Spencer ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due ATLANTIC MORTGAGE & INVESTMENT CORP., , Plaintiff(s)
from MILO M. SPENCER , EILEEN M. SPENCER , , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$23,008.58
INTEREST
PROTH. COSTS \$
ATTY'S COMM \$
DATE 12/15/2000

PAID \$172.88
SHERIFF \$
OTHER COSTS \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 18th day
of December A.D. 2000
At 10:45 (A.M.) P.M.

Chester A. Hankins
Sheriff by W. Margaret H. Pelt

Requesting Party: Thomas I. Puleo, Esq.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10563

ATLANTIC MORTGAGE & INVESTMENT CORP

00-798-CD

VS.

SPENCER, MILO M. 00-798-CD

WRIT OF EXECUTOIN REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 12, 2001, AT 9:45 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, MARCH 2, 2001, AT 10:00AM.

NOW, JANUARY 12, 2001, AT 9:45 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MILO SPENCER, DEFENDANT, AT HIS PLACE OF RESIDENCE, 939 WEST LONG AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO MILO SPENCER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JANUARY 12, 2001, DEPUTY WAS INFORMED THAT EILEEN M. SPENCER, DEFENDANT, MOVED TO THE SYKESVILLE AREA FIVE YEARS AGO AND THERE IS NO ADDRESS FOR HER.

NOW, JANUARY 12, 2001, FAXED TO PLAINTIFF'S ATTORNEY AND INFORMED HIM THAT EILEEN M. SPENCER, DEFENDANT, MOVED AND THERE IS NO ADDRESS FOR HER.

NOW, JANUARY 16, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO DEFENDANTS BY REGULAR AND CERTIFIED MAIL. MILO M. SPENCER CERTIFIED MAIL #7000 0600 0023 2701 1588 AND EILEEN M. SPENCER CERTIFIED MAIL #700 0600 0023 2701 1595.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10563

ATLANTIC MORTGAGE & INVESTMENT CORP

00-798-CD

VS.

SPENCER, MILO M. 00-798-CD

WRIT OF EXECUTOIN REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 18, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MILO M. SPENCER, DEFENDANT, AT HIS PLACE OF RESIDENCE, 939 WEST LONG AVENUE, DUBOIS, PENNSYLVANIA, 15801, BY CERTIFIED MAIL #7000 0600 0023 2701 1588.

NOW, JANUARY 19, 2001, RECEIVED FAX FROM PLAINTIFF'S ATTORNEY WITH A COPY OF AN ORDER DATED OCTOBER 4, 2000, THAT SERVICE CAN BE MADE BY POSTING OF THE PROPERTY.

NOW, JANUARY 22, 2001, RECEIVED REGULAR AND CERTIFIED MAIL BACK FOR EILEEN M. SPENCER, DEFENDANT, AS UNABLE TO FORWARD.

NOW, MARCH 2, 2001, RECEIVED FAX THAT SALE IS TO BE POSTPONED UNTIL FRIDAY, MAY 4, 2001.

NOW, MARCH 12, 2001, RECEIVED FAX THAT SALE IS TO BE POSTPONED UNTIL FRIDAY, MAY 4, 2001.

NOW, MAY 3, 2001, RECEIVED FAX THAT SALE IS TO BE STAYED AS MORTGAGOR AND MORTGAGEE HAVE AGREED TO A FORBEARANCE PLAN.

NOW, JANUARY 21, 2002, SENT A BILL TO ATTORNEY PULEO FOR COSTS DUE.

NOW, FEBRUARY 1, 2002, RECEIVED ATTORNEY CHECK #1453 IN THE AMOUNT OF ONE HUNDRED SIXTY-NINE DOLLARS AND THIRTY-TWO CENTS (\$169.32) FOR COSTS DUE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10563

ATLANTIC MORTGAGE & INVESTMENT CORP

00-798-CD

VS.

SPENCER, MILO M. 00-798-CD

WRIT OF EXECUTOIN REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 4, 2002, RETURN WRIT AS NO SALE HELD AS MORTAGOR AND MORTGAGEE HAVE AGREEN TO A FOREBEARANCE PLAN. PAID COSTS FROM ADVANCE WITH THE ATTORNEY PAYING REMINAING COSTS.

SHERIFF HAWKINS \$191.74

SURCHARGE \$ 40.00

PAID BY ATTORNEY


Sworn to Before Me This

4 Day Of FEB 2002



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,


by Margaret W. Puth
Chester A. Hawkins
Sheriff

FILED

FEB 04 2002
014:00/12
William A. Shaw
Prothonotary



Sheriff's Office Clearfield County

CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR



YOU CAN WUN, BUT YOU CAN'T HIDE!

DATE FAXED: JANUARY 12, 2001

TO: THOMAS I. PULEO, ESQ.

FAX #: 610-941-5487

PHONE #: 610-941-0798

FROM: PEGGY

ATLANTIC VS SPENCER 00-798-CD

NO. OF PAGES, INCLUDING COVER: 2

MESSAGE:

DEPUTIES FOUND THAT EILEEN M. SPENCER

MOVED TO SYKESVILLE, PENNSYLVANIA ABOUT

FIVE YEARS AGO AND THERE IS NO ADDRESS ON HER

I WILL SEND BY REGULAR AND CERTIFIED MAIL TO THE

DUBOIS ADDRESS AND THE HOUSE HAS BEEN POSTED - IF

THERE IS ANYTHING ELSE THAT YOU WANT DONE FOR SERVICE

PLEASE CONTACT ME AT 814-765-2641 ext 1361

Peggy

U.S. Postal Service CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage \$

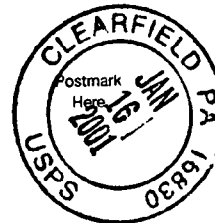
Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$3.95



Name (Please Print Clearly) (to be completed by mailer)

MILO M. SPENCER

Street, Apt. No.; or PO Box No.

939 West Long Avenue

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, July 1999

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MILO M. SPENCER

939 West Long Avenue

DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

MILO M. SPENCER 1/16/01

C. Signature

X [Signature] ☐ Agent ☒ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7000 0600 0023 2701 1588

Ex-10563

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COPY

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

Article Sent To:

| | |
|---|---------------|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$3.95 |

Name (Please Print Clearly) (to be completed by mailer)

EILEEN M. SPENCER

Street, Apt. No., or PO Box No.

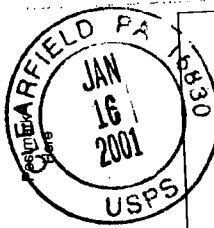
939 West Long Avenue

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, July 1999

See Reverse for Instructions



7000 0600 0023 2701 1595

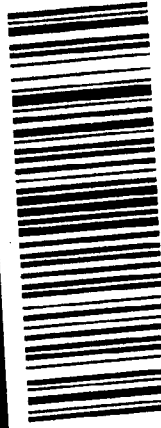
CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
 CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED MAIL



7000 0600 0023 2701 1595

EILEEN M. SPENCER
 939 West Long Avenue

RECEIVED
 JAN 16 2001
 CLEARFIELD, PA

Rec'd
 1-22-01

COPY

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFELD, PENNSYLVANIA 16830



NOT DELIVERABLE
AS ADDRESSED
UNABLE TO FORWARD

EILEEN M. SPENCER
939 West Long Avenue
DuBois, PA 15801

18

COPY

Law Offices
THOMAS I. PULEO
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422

(610) 941-3600
Fax (610) 941-5487

FACSIMILE COVER SHEET

NAME: Peggy

COMPANY OR FIRM: Clearfield County

FAX NUMBER: 814-765-5915

FROM: Thomas I. Puleo, Esquire

DATE: January 19, 2001

RE: Milo M. Spencer, et ux. - No. 00-798-CD - Order

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 2

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL THE SENDER AT:
(610) 941-3600

COMMENTS:

COPY

THE INFORMATION CONTAINED IN THIS TELEFACSIMILE MESSAGE IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S). THIS COMMUNICATION CONTAINS INFORMATION WHICH IS PRIVILEGED AND/OR CONFIDENTIAL; IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, PLEASE BE ADVISED THAT THE DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY THE OFFICE LISTED ABOVE IMMEDIATELY AND RETURN THE COMMUNICATION TO THE OFFICE LISTED ABOVE BY MAIL. THANK YOU.

THOMAS I. PULEO, ESQUIRE
Identification No. 27615
1710 Walton Road, Suite 206
Blue Bell, PA 19422
(610) 941-6050

COPY
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

:
: No. 00-798-CD

v.

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

ORDER

AND NOW, this 4th day of October, 2000, upon consideration of plaintiff's Motion for Special Order of Service, it is hereby ORDERED and DECREED that service shall be made upon the defendants, Milo M. Spencer and Eileen M. Spencer, husband and wife, by posting a copy of the Complaint on the most public part of the premises situate at 939 West Long Avenue, Dubois, Pennsylvania, and by registered mail and ordinary mail to the defendants' last known address at 939 West Long Avenue, Dubois, Pennsylvania. Service of all other pleadings and notices, including the Notice of Sale pursuant to Pa.R.C.P. 3129.2, may be made upon the defendants in the same manner as aforesaid.

COPY
BY THE COURT:

/s/JOHN K. REILLY, JR.

I hereby certify that a copy of this
and attached copy of the original
statement is filed in Court.

OCT 04 2000

Attest:

William L. [Signature]
Prothonotary

Law Offices
THOMAS I. PULEO
620 Sentry Parkway, Suite 100
BLUE BELL, PENNSYLVANIA 19422

(610) 941-3600
FAX (610) 941-5487

Thomas I. Puleo
Doreen L. Prescott

March 2, 2001

Sheriff's Office
Real Estate Department
Clearfield County Courthouse
1 North 2nd Street, Suite 116
Clearfield, PA 16830

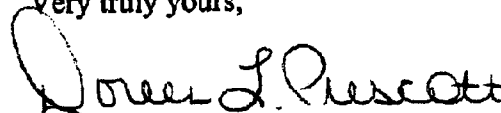
Re: Atlantic Mortgage & Investment Corp. v. Milo M. Spencer and
Eileen M. Spencer
No. 00-798-CD
Sheriff's Sale: March 2, 2001
Premises: 939 West Long Avenue, Dubois, PA 15801

Dear Sir or Madam:

Kindly postpone the sheriff's sale in the above referenced matter scheduled for March 2, 2001, until the regularly scheduled sale to be held on May 4, 2001.

Thank you.

Very truly yours,



DOREEN L. PRESCOTT

COPY
FAX

**LAW OFFICES
THOMAS I. PULEO**
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422

(610) 941-3600
FAX (610) 941-5487

FACSIMILE COVER SHEET

NAME: Real Estate Department

COMPANY OR FIRM: Clearfield County Sheriff's Office

FAX NUMBER: 814-765-5915

FROM: Doreen Prescott

DATE: May 3, 2001

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 2

**IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL THE SENDER AT
(610) 941-3600**

COMMENTS:

RE: SHERIFF'S SALE SCHEDULED FOR MAY 4, 2001

u

C

The information contained in this facsimile message is intended only for the use of the individuals to whom it is addressed and may contain information that is privileged and confidential, the disclosure of which is prohibited by law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, disruption or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail. Thank you.

Law Offices
THOMAS I. PULEO
620 Sentry Parkway, Suite 100
BLUE BELL, PENNSYLVANIA 19422

(610) 941-3600
FAX (610) 941-5487

Thomas I. Puleo
Doreen L. Prescott

May 3, 2001

Sheriff's Office
Real Estate Department
Clearfield County Courthouse
1 North 2nd Street, Suite 116
Clearfield, PA 16830

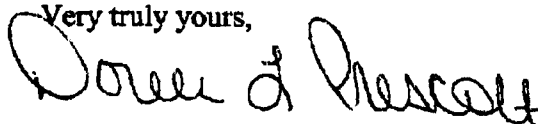
Re: Atlantic Mortgage & Investment Corp. v. Milo M. Spencer and
Eileen M. Spencer
No. 00-798-CD
Sheriff's Sale: Friday, May 4, 2001
Premises: 939 West Long Avenue, Dubois, PA 15801

Dear Sir or Madam:

Kindly stay the sheriff's sale in the above referenced matter scheduled for May 4, 2001,
as the mortgagor and mortgagee have agreed to a forbearance plan.

Thank you.

Very truly yours,



DOREEN L. PRESCOTT

FAX



LAW OFFICES
THOMAS I. PULEO
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422

(610) 941-3600
FAX (610) 941-5487

FACSIMILE COVER SHEET

NAME: Real Estate Department / Peggy

COMPANY OR FIRM: Clearfield County Sheriff's Office

FAX NUMBER: 814-765-5915

FROM: Doreen Prescott

DATE: March 2, 2001

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 2

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL THE SENDER AT
(610) 941-3600

COMMENTS:

RE: SHERIFF'S SALE SCHEDULED FOR MARCH 2, 2001

COPY

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Law Offices
THOMAS I. PULEO
620 Sentry Parkway, Suite 100
BLUE BELL, PENNSYLVANIA 19422

(610) 941-3600
FAX (610) 941-5487

Thomas I. Puleo
Doreen L. Prescott

March 2, 2001

Sheriff's Office
Real Estate Department
Clearfield County Courthouse
1 North 2nd Street, Suite 116
Clearfield, PA 16830

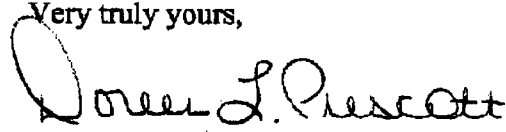
Re: Atlantic Mortgage & Investment Corp. v. Milo M. Spencer and
Eileen M. Spencer
No. 00-798-CD
Sheriff's Sale: March 2, 2001
Premises: 939 West Long Avenue, Dubois, PA 15801

Dear Sir or Madam:

Kindly postpone the sheriff's sale in the above referenced matter scheduled for March 2, 2001, until the regularly scheduled sale to be held on May 4, 2001.

Thank you.

Very truly yours,


DOREEN L. PRESCOTT

FAX



1453

THOMAS I. PULEO, ESQUIRE
SPECIAL ACCOUNT II
620 SENTRY PARKWAY, SUITE 100
BLUE BELL, PA 19422

PNC BANK, N.A.
PHILADELPHIA, PA
3-5/310

1/29/2002

Pay to the
Order of

SHERIFF OF CLEARFIELD COUNTY

\$ **169.32

One Hundred Sixty-Nine and 32/100

Dollars

SHERIFF OF CLEARFIELD COUNTY

memo AMIC v. Spencer

COPY

Thomas I. Puleo

⑈001453⑈ ⑆031000053⑆ 8400607895⑈

Ex 10563

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, _____, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the _____ day of _____ 2001, I ex-posed the within described real estate of

to public venue or outcry at which time and place I sold the same to _____ he being the highest bidder, for the sum of \$ _____ and made the following appropriations, viz:

SHERIFF COSTS:

| | |
|---------------------|------------------|
| RDR | 15.00 |
| SERVICE | 15.00 |
| MILEAGE | 9.88 |
| LEVY | 15.00 |
| MILEAGE | 9.88 |
| POSTING | 15.00 |
| CSDS | 10.00 |
| COMMISSION 2% | |
| POSTAGE | 7.95 + 4.08 |
| HANDBILLS | 15.00 |
| DISTRIBUTION | 25.00 |
| ADVERTISING | 15.00 |
| ADD'L SERVICE | 15.00 |
| DEED | 30.00 |
| ADD'L POSTING | |
| ADD'L MILEAGE | |
| ADD'L LEVY | |
| BID | |
| RETURNS/DEPUTIZE | 15.00 |
| COPIES | 5.00 |
| BILLING | |
| TOTAL SHERIFF COSTS | \$ 191.74 |

DEED COSTS:

| | |
|----------------|-------|
| REG & REC | 15.50 |
| ACKNOWLEDGMENT | 5.00 |

TRANSFER TAX 2% _____

TOTAL DEED COSTS \$ 7

DEBT & INTEREST:

AMOUNT DUE _____ \$ 23,008.58
INTEREST _____

TOTAL \$ _____

COSTS:

| | |
|---------------------------|-----------|
| ATTORNEY FEES | |
| PRO SATISFACTION | |
| ADVERTISING | \$ 622.08 |
| LATE CHARGE & FEES | |
| TAXES-Collector | |
| TAXES-Tax Claim | |
| COSTS OF SUIT-TO BE ADDED | \$ - |
| LIST OF LIENS | \$ 270.00 |
| MORTGAGE SEARCH | \$ - |
| ACKNOWLEDGMENT | \$ - |
| DEED COST | \$ - |
| ATTORNEY COMMISSION | |
| SHERIFF COSTS | \$ 191.74 |
| LEGAL JOURNAL | \$ 25.50 |
| REFUND OF ADVANCE | \$ - |
| REFUND OF SURCHARGE | \$ - |
| PROTHONOTARY | \$ - |

TOTAL COSTS

\$ 1,169.32

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE
UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS FROM THIS DATE.

CHESTER A. HAWKINS, SHERIFF

LAW OFFICES OF PULEO & D'EMILIO
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-3600
By: Thomas I. Puleo, Esquire
Identification No. 27615

Attorney for Plaintiff

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

ATLANTIC MORTGAGE &
INVESTMENT CORPORATION,
Plaintiff

NO. 00-798-CD

v.

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife,
Defendant

AFFIDAVIT OF SERVICE

I, Lisa M. Malantonio, Paralegal to Thomas I. Puleo, Esquire, Attorney for the Plaintiff, Atlantic Mortgage & Investment Corporation, hereby certify that I have served a true and correct copy of the Notice of Sale by regular and certified mail (No. 70993400001141573422), postage pre-paid, pursuant to the attached Court Order and having mailed same on *Jan. 18, 2002* to

Eileen M. Spencer
939 West Long Avenue
Dubois, PA 15801

Lisa M. Malantonio

Lisa M. Malantonio, Paralegal to
Thomas I. Puleo, Esquire
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS *22ND* DAY
OF *JANUARY*, 2002.

[Signature]
NOTARY PUBLIC

NOTARIAL SEAL
AGNES M. KELLY, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Oct. 9, 2004

FILED

JAN 24 2002

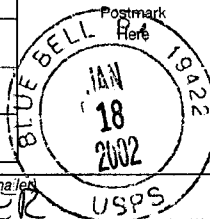
William A. Shaw
Prothonotary

7099 3400 0011 1100 0046 6602

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

Article Sent To:

| | |
|---|---------|
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 3.94 |



Name (Please Print Clearly) (to be completed by mailer)
Eileen M. SPENCER

Street, Apt. No., or PO Box No.
939 West Long AVE.

City, State, ZIP+4
Dubois, PA 15801

FILED

JAN 24 2002

7/1/16 P.M.
William A. Shaw
Prothonotary (CA)

1 cc to KTH
JAS

THOMAS I. PULEO, ESQUIRE
Identification No. 27615
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-3600

Attorney for Plaintiff

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

ATLANTIC MORTGAGE &
INVESTMENT
CORPORATION,
Plaintiff

NO. 00-798-CO

v.

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife,
Defendant

AFFIDAVIT OF SERVICE

I, Thomas I. Puleo, Esquire, attorney for plaintiff, being duly sworn according to law, deposes and says that he mailed by ordinary mail a Notice of Sale pursuant to Pa.R.C.P 3129.2 upon the persons listed below on the 22 day of January, 2002, as evidenced by the U.S. Postal Service Certificate of Mailing (Form 3817), which is attached hereto as Exhibit "A":

Domestic Relations
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Commonwealth of PA
Department of Public Welfare
P. O. Box 2675
Harrisburg, PA 17105

Township of Sandy
215 E. Market Street
Clearfield, PA 16830

Regional Medical Center
P. O. Box 447
Dubois, PA 15801

Erie Insurance Exchange
100 Erie Insurance Place
Erie, PA 16530

Pennsylvania Housing Finance Agency
2101 N. Front Street
Harrisburg, PA 17105

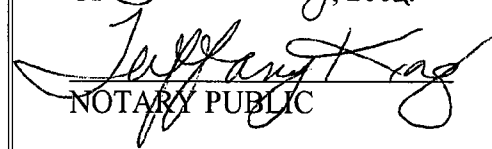
JAN 25 2002

William A. Shaw
Prothonotary



Lisa M. Malantonio, Paralegal to
Thomas I. Puleo
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 20 DAY
OF January, 2002.


NOTARY PUBLIC

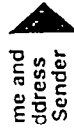
NOTARIAL SEAL
TIFFANY W. KING, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires August 22, 2005

Amic

v

Spencer

gm



THOMAS I. PULEO, ESQUIRE
620 Sentry Parkway, Suite 100

BLUE BELL, PA 19422

| me and address Sender | | Name of Addressee, Street, and Post Office Address | | Indicate type of mail | | Check appropriate block for Registered Mail: | | Postmark and Date of Receipt | | Alfix stamp here if issued as certificate of mailing or for additional copies of this bill. | |
|-----------------------|-----|--|------------------------------|--------------------------|--------------------------|--|--------------------------|------------------------------|-----------|---|----------------|
| Article Number | | | | Registered | Insured | Return Receipt for Merchandise | Without Postal Insurance | Due Sender | S. D. Fee | S. H. Fee | Rest. Del. Fee |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | II COD | Fee | Fee | Remarks |
| 1 | (1) | Domestic Relations | Clearfield County Courthouse | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 2 | | 230 E. Market Street | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 3 | | Clearfield, PA 16830 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 4 | (2) | Commonwealth of PA | Department of Public Welfare | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 5 | | P.O. Box 2675 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 6 | | Harrisburg, PA 17105 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 7 | (3) | Township of Sandy | 215 E. Market Street | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 8 | | Clearfield, PA 16830 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 9 | (4) | Erie Insurance Exchange | 100 Erie Insurance Place | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 10 | | Eric, PA 16530 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 11 | (5) | Regional Medical Center | P.O. Box 447 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 12 | | Dubois, PA 15801 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 13 | (6) | Pennsylvania Housing Finance | Agency | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 14 | | 2101 N. Front Street | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 15 | | Harrisburg, PA 17105 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |



U.S. POSTAGE
1520 PB3528122
2910 \$02.00 JAN 18 2002
4383 MAILED FROM ZIP CODE 19422



Postmaster, Per (Name of Receiving Employee)

Total Number of Pieces Received at Post Office

Total Number of Pieces Listed by Sender

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with original postal insurance. See Domestic Mail Manual R300, S313, and S321 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to first and fourth class parcels.

FILED

JAN 25 2002

Prothonetary
William A. Shaw
mll49/moc

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11840

ATLANTIC MORTGAGE & INVESTMENT CORP

00-798-CD

VS.

SPENCER, MILO M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, DECEMBER 14, 2001, AT 9:12 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, FEBRUARY 1, 2002, AT 10:00 AM O'CLOCK.

NOW, DECEMBER 14, 2001, AT 9:12 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AN COPY OF LEVY ON MILO SPENCER, DEFENDANT, AT HIS PLACE OF RESIDENCE, 939 WEST LONG AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO MILO SPENCER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, DECEMBER 14, 2001, DEPUTY WAS INFORMED THAT EILEEN M. SPENCER, DEFENDANT, LIVES IN SYKESVILLE, JEFFERSON COUNTY, PENNSYLVANIA.

NOW, JANUARY 7, 2002, SENT LETTER TO ATTORNEY PUELO THAT EILEEN SPENCER LIVES IN JEFFERSON COUNTY.

NOW, JANUARY 22, 2002, RECEIVED LETTER FROM ATTORNEY PUELO WITH A COPY OF COURT ORDER TO POST PROPERTY FOR EILEEN SPENCER SERVICE.

NOW, JANUARY 25, 2002, RECEIVED PHONE CALL FROM ATTORNEY PUELO TO CONTINUE SALE TO MARCH 1, 2002, LETTER TO FOLLOW.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11840

ATLANTIC MORTGAGE & INVESTMENT CORP

00-798-CD

VS.

SPENCER, MILO M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 28, 2002 AT 9:51 AM O'CLOCK SERVED MILO SPENCER ,
DEFENDANT, WITH NOTICE OF SALE, NEW SALE DATE, AT HIS PLACE OF
RESIDCNE, 939 WEST LONG AVENUE, DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA, 15801, BY HANDING TO MILO SPENCER, DEFENDANT,
A COPY OF NOTICE OF SALE, NEW SALE DATE, AND MADE KNOWN TO
HIM THE CONTENTS THEREOF.

NOW, JANUARY 28, 2002, AT 9:53 AM O'CLOCK POSTED PROPERTY WITH
NOTICE OF SALE, NEW SALE DATE, FOR SERVICE ON EILEEN M. SPENCER,
DEFENDANT.

NOW, JANUARY 31, 2002, RECEIVED FAX TO CONTINUE SALE TO FRIDAY,
MARCH 1, 2002, AT 10:00 AM O'CLOCK

NOW, MARCH 5, 2002, RECEIVED FAX TO READVERTISE FOR A SALE TO BE
HELD MAY 3, 2002,COPY OF CHECK BEING SENT TO PAY FOR FIRST ADVERTISING

NOW, MARCH 7, 2002, RECEIVED LETTER TO READVERTISE FOR A SALE TO BE
HELD ON MAY 3, 2002, ALSO RECEIVED ATTORNEY CHECK #1597 IN THE AMOUNT
OF SEVEN HUNDRED SEVEN DOLLARS AND FIFTY-EIGHT CENTS (\$707.58) FOR
COSTS DUE ON FIRST ADVERTISING.

NOW, MARCH 7, 2002, PAID COURIER AND LEGAL JOURNAL FOR FIRST
ADVERTISING AND SENT NEW SALE NOTICES FOR MAY 3, 2002, SALE.

NOW, MARCH 11, 2002, AT 12:45 PM O'CLOCK POSTED PROPERTY OF THE
DEFENDANTS WITH NOTICE OF SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11840

ATLANTIC MORTGAGE & INVESTMENT CORP

00-798-CD

VS.

SPENCER, MILO M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 11, 2002, AT 10:55 AM O'CLOCK SERVED NEW NOTICE OF SALE ON MILO M. SPENCER, DEFENDANT, AT HIS PLACE OF RESIDENCE, 939 WEST LONG AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO MILO M. SPENCER, DEFENDANT A COPY OF THE ORIGINAL NEW NOTICE OF SALE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MAY 3, 2002, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY ATLANTIC MORTGAGE & INVESTMENT CORPORATION, PLAINTIFF, FOR ONE DOLLAR (\$1.00) PLUS COSTS. A BILL WAS SENT TO THE ATTORNEY FOR COSTS DUE ON SALE.

NOW, AUGUST 19, 2002 RECEIVED CHECK FROM ATTORNEY FOR COSTS.

NOW, AUGUST 22, 2002 PAID COSTS FROM FUNDS RECEIVED FROM ATTORNEY AND MADE REFUND OF PAID PROTHONOTARY COSTS LESS EXTRA \$2.50 DUE FOR DEED COSTS.

NOW, AUGUST 27, 2002 RETURNED WRIT AS SALE BEING HELD. PROPERTY PURCHASED BY PLAINTIFF FOR \$1.00 + COSTS.

NOW, AUGUST 27, 2002 DEED FILED.

SHERIFF HAWKINS \$355.33

SURCHARGE \$40.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11840

ATLANTIC MORTGAGE & INVESTMENT CORP

00-798-CD

VS.

SPENCER, MILO M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

27th Day Of August 2002

William A. Shaw

So Answers,

Chester A. Hawkins
Jug. Cynthia Butler *Aughenbaugh*
Chester A. Hawkins
Sheriff

FILED

AUG 27 2002

Shaw
William A. Shaw
Prothonotary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

ATLANTIC MORTGAGE & INVESTMENT CORPORATION COURT OF COMMON PLEAS

vs.

NO. 00-798-CO

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above captioned matter, you are directed to levy upon and sell the following described real property (specifically described below):

Real Property situated at:

939 West Long Avenue, Dubois, Clearfield County

Tax Parcel Identification Number: 128-B3-442-13

As more fully described in Exhibit "A"
attached hereto and made a part hereof.

AMOUNT DUE

\$23,008.58

INTEREST FROM
December 13, 2000

\$ _____

(Costs to be added)

\$ 199.88

Prothonotary

RECEIVED NOV 13 2001

@ 1:52 PM

Chester A. Hawkins
by Margaret W. Pitt

By



Clerk

Date

11/13/01

COURT OF COMMON PLEAS

00-798-CO

ATLANTIC MORTGAGE & INVESTMENT
CORPORATION

v.

MILO M. SPENCER and
EILEEN M. SPENCER, husband and wife

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

REAL DEBT \$23,008.58

INTEREST FROM \$
December 13, 2000

COSTS PAID:

PROTHY \$ 199.88

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY \$

PREMISES:

939 West Long Avenue
Dubois, Clearfield County, PA

Thomas I. Puleo, Esquire
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-3600

DESCRIPTION

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a one-inch solid pin located along the Southern side of West Long Avenue, said beginning point being at the Northeastern corner of the parcel herein described, said beginning point furthermore being next to the Northwestern corner of Lot No. 78 of the DuBois Land Company's plat of lots; thence South $2^{\circ} 56' 49''$ East along the Western boundary line of Lot No. 78 for a distance of 150 feet to a one inch solid pin located along the Northern side of an unnamed 16 foot alley; thence South $87^{\circ} 03' 11''$ West along the Northern side of a unnamed 16 foot alley for a distance of 50 feet to a one-inch solid pin; thence North $2^{\circ} 56' 49''$ West along Lot No. 80 for a distance of 146.16 feet to an iron pin; thence North $48^{\circ} 03' 30''$ East along the Southern right-of-way line of Second Street for a distance of 6.10 feet to an iron pin; thence North $87^{\circ} 03' 11''$ East along the Southern side of West Long Avenue for a distance of 45.26 feet to a one-inch solid pin, the place of beginning.

CONTAINING 7,490.81 square feet in accordance with a survey completed by Lee Simpson Associates, Inc., consulting engineers on March 12, 1990.

BEING known as Parcel No. 128-B3-442-13 in the Clearfield County Tax Assessment Office.

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, MAY 6, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 3rd day of MAY 2002, I exposed the within described real estate of MILO M. SPENCER AND EILEEN M. SPENCER

to public venue or outcry at which time and place I sold the same to SECRETARY OF VETERANS AFFAIRS, his successors and assigns he/she being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz.:

SHERIFF COSTS:

| | | |
|---|----------------|---------------|
| RDR | \$ | 15.00 |
| SERVICE | | 15.00 |
| MILEAGE | | 12.35 |
| LEVY | | 15.00 |
| MILEAGE | | 12.35 |
| POSTING | | 15.00 |
| CSDS | | 10.00 |
| COMMISSION 2% | | |
| POSTAGE | | 4.08 |
| HANDBILLS | | 15.00 |
| DISTRIBUTION | | 25.00 |
| ADVERTISING | | 15.00 |
| ADD'L SERVICE | 30.00 | 15.00 |
| DEED | | 30.00 |
| ADD'L POSTING | | 30.00 |
| ADD'L MILEAGE | | 40.05 |
| ADD'L MILEAGE RETURN 3-11-02 | | 5.50 |
| BID AMOUNT | | 1.00 |
| RETURNS/DEPUTIZE | | |
| COPIES / BILLING | \$15.00 + 5.00 | |
| BILLING - PHONE - FAX | 30.00 | |
| TOTAL SHERIFF COSTS | \$ | 355.33 |

DEED COSTS:

| | | |
|-------------------------|-----------|--------------|
| REGISTER & RECORDER | \$ | 16.00 |
| ACKNOWLEDGEMENT | **** | 5.00 |
| TRANSFER TAX 2% | | |
| TOTAL DEED COSTS | \$ | 21.00 |

DEBT & INTEREST:

| | |
|--------------------------|--------------|
| DEBT-AMOUNT DUE | \$ 23,008.58 |
| INTEREST FROM 12-13-2000 | |
| TO BE ADDED | |

| | |
|----------------------------------|--------------------|
| TOTAL DEBT & INTEREST | \$23,008.58 |
|----------------------------------|--------------------|

COSTS:

| | | |
|-----------------------------------|----|----------|
| ATTORNEY FEES | \$ | |
| PROTH. SATISFACTION | \$ | |
| ADVERTISING | \$ | 499.32 |
| LATE CHARGES & FEES | \$ | |
| TAXES-Collector | \$ | |
| TAXES-Tax Claim | \$ | |
| COSTS OF SUIT-To Be Added | \$ | |
| LIST OF LIENS AND MORTGAGE SEARCH | \$ | 280.00 |
| FORCLOSURE FEES /ESCROW DEFICIT | \$ | |
| ACKNOWLEDGEMENT | \$ | 5.00 |
| DEED COSTS | \$ | 16.00 |
| ATTORNEY COMMISSION | \$ | |
| SHERIFF COSTS | \$ | 355.33 |
| LEGAL JOURNAL AD | \$ | 85.50 |
| REFUND OF ADVANCE | \$ | |
| REFUND OF SURCHARGE | \$ | |
| PROTHONOTARY | \$ | 199.88 |
| SANDY TOWNSHIP MUNICIPAL LIEN | \$ | 2,925.71 |

| | | |
|--------------------|-----------|-----------------|
| TOTAL COSTS | \$ | 4,366.74 |
|--------------------|-----------|-----------------|

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFF WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff

Law Offices
PULEO & D'EMILIO, LLC
620 SENTRY PARKWAY, SUITE 100
BLUE BELL, PENNSYLVANIA 19422

(610) 941-3600
FAX (610) 941-5487

Thomas I. Puleo
Paul F. D'Emilio

March 5, 2002

Sheriff's Department
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Attention: Peggy

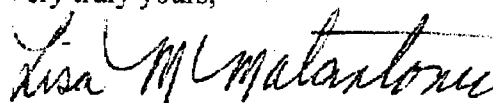
Re: Atlantic Mortgage & Investment Corporation v. Milo M. Spencer and Eileen M. Spencer
Clearfield CCP No. 00-798-CD
May 3, 2002 Sheriff's Sale (Original Sale November 13, 2001)
Premises: 939 West Long Way, Dubois, Pennsylvania

Dear Peggy:

Per our phone conversation, enclosed please find check no. 1597 in the amount of \$707.58 for the cost of advertisement on the above matter. Kindly readvertise for the May 3, 2002 Sheriff's Sale.

If you have any questions, please call me.

Very truly yours,



Lisa M. Malantonio, Paralegal to
Thomas I. Puleo

/lmm
Enclosure
FAX & First Class Mail

LAW OFFICES
PULEO & D'EMILIO, LLC
620 SENTRY PARKWAY, SUITE 100
BLUE BELL, PENNSYLVANIA 19422

(610) 941-3600
FAX (610) 941-5487

THOMAS I. PULEO
PAUL F. D'EMILIO

January 30, 2002

Sheriff's Department
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Attention: Real estate department

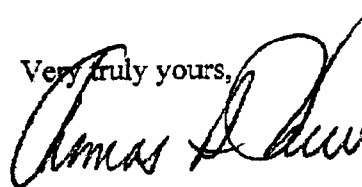
Re: Atlantic Mortgage & Investment Corporation v. Milo M. Spencer and Eileen M. Spencer
February 1, 2002 Sheriff's Sale
Premises: 939 West Long Way, Dubois, PA 15801
No. 00-798-CD

Dear Sir/Madam:

Kindly postpone the Sheriff's Sale of the above referenced property, which is presently scheduled for February 1, 2002, until the regularly scheduled sale of March 1, 2002.

Thank you.

Very truly yours,



THOMAS I. PULEO

TIP:twk

FAX