

00-854-CD
U.S. BANK NATIONAL ASSOCIATION -vs- PATRICK D. MCQUILLEN et al

THOMAS I. PULEO
IDENTIFICATION NO. 27615
1710 WALTON ROAD, SUITE 206
BLUE BELL, PENNSYLVANIA 19422
(610) 941-6050

ATTORNEY FOR

PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION,
Trustee under Agreement dated August 1, 1999
(EQCC Home Equity Loan Trust 1999-3)
111 East Wacker Drive, Suite 3000
Chicago, Illinois 60611

v.

PATRICK D. McQUILLEN and
SONDRA L. SCHMOKE-McQUILLEN⁸¹
RD #1 Box 47 Rt. 53
Morrisdale, PA 16858

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
DIVISION

TERM.

No. 00-854-CO

FILED

JUL 24 2000

William A. Shaw
Prothonotary

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 comparecencia 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. Señalado 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 requerir 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
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111 East Wacker Drive, Suite 3000
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CLEARFIELD COUNTY
COURT OF COMMON PLEAS
DIVISION

TERM.

No. 00-854- CD

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

1. Plaintiff, U.S. BANK NATIONAL ASSOCIATION, Trustee under Agreement dated August 1, 1999 (EQCC Home Equity Loan Trust 1999-3), is a corporation with offices at 111 East Wacker Drive, Suite 3000, Chicago, Illinois.
2. Defendants, PATRICK D. McQUILLEN and SONDRA L. SCHMOKE-McQUILLEN, are the mortgagors and real owners of premises RD #1 Box 47, Rt. 53, Township of Morris, Clearfield County, Pennsylvania, whose last known address is as stated above.

3. On the 18th day of June, 1999, the above named mortgagors made, executed and delivered a mortgage upon premises hereinafter described to EquiCredit Corporation of PA, which mortgage is recorded in the Office of the Recorder of Deeds for Clearfield County as Instrument #199910697.

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 \$46,750.00 payable in monthly installments with interest at the rate of 10.4% per annum. A copy of the said Note is attached hereto, made a part hereof and marked Exhibit "B".

6. The said mortgage was last assigned to U.S. BANK NATIONAL ASSOCIATION, Trustee under Agreement dated August 1, 1999 (EQCC Home Equity Loan Trust 1999-3), the plaintiff herein, by written assignment which is being recorded forthwith in the Office of the Recorder of Deeds for Clearfield County.

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 February 2000, and each month thereafter, up to and including the present time.

8. The following amounts are due on the mortgage:

Principal	\$46,633.61
Interest at 10.4% per annum from 1/1/00 thru 6/30/00 (\$13.29 per diem)	2,418.78
Late charges accrued thru 6/30/00 (\$21.21/month)	86.05
Escrow advances	890.50
Attorney's fee (5%)	2,331.68
Title information certificate	<u>325.00</u>
 Total	 \$52,685.62

9. On May 12, 2000, plaintiff sent to defendants by certified mail Notice of Intention to Foreclose Mortgage in accordance with the provisions of Section 403 of Pennsylvania Act No. 6 of 1974, a true and

correct copy of which is attached hereto, made a part hereof and marked Exhibit "C".

10. On May 12, 2000, plaintiff sent to defendants by first class mail 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 "D". 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 \$52,685.62 plus interest, late charges, escrow amounts and costs to the date of judgment and foreclosure of the said mortgage.



THOMAS I. PULEO
Attorney for Plaintiff

DESCRIPTION

ALL THAT CERTAIN messuage, tenement, piece or parcel of ground Situate in the Township of Morris, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at the corner on the line of the Public Road leading from Phillipsburg, PA to Kylertown, PA; thence North eighty feet to corner on the right of way of the N.Y.C.R.R.; thence East along said right of way two hundred twenty five (225) feet to a corner of lot now or formerly of Ester Davis and William David; thence South one hundred thirty (130) feet to line of said Public Road; thence West along line of said Public Road a distance of two hundred twenty-five (225) feet to the place of beginning.

Tax Parcel # 124-Q10-000-00054

NOTE

June 18, 1999

Date

Pittsburgh II

, Pennsylvania

City

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 46,750.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is EquiCredit Corporation of Pa. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. INTEREST

I will pay interest at a yearly rate of 10.400 %.

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on June 23, 1999 and continuing until the full amount of principal has been paid.

Subject to applicable law, the Noteholder shall be entitled to interest at the yearly rate on any mortgage arrearage (amount past due) including, without limitation, circumstances in which a petition in bankruptcy, wage-earner, or other insolvency proceeding is filed designating me as debtor.

3. PAYMENTS

Such principal and interest shall be payable in 360 successive monthly installments with the first such installment in the amount of \$ 532.19 due on the 1st day of August, 1999 and 358 subsequent monthly installments of \$ 424.15 shall be due on the 1st day of each succeeding month thereafter. A final payment of \$ 423.80 will be due on July 1, 2029. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on July 1, 2029 I still owe amounts under this Note, I will pay all those amounts, in full, on that date. Time is of the essence of this Note.

I will make my monthly payments at P.O. Box 44132, Jacksonville, Florida 32231 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Return Check Charge**

In the event that a check used to make any payment required by this Note is returned unpaid by the payor bank for insufficient funds or credit, I agree to pay you a \$10.00 fee for your additional costs incurred in processing such check. This charge will be required whether or not the returned check causes my payment to be late.

(B) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment, but not less than U.S. \$ 21.21 and not more than U.S. \$ 21.21. I will pay this late charge only once on any late payment.

(C) Default

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default.

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

(D) Notice From Note Holder

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

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

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

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated June 18, 1999, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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

I may make a full prepayment or partial prepayment at any time; however, the Lender may charge me a prepayment charge equivalent to N/A months interest during the first three years of the loan at the rate set forth above on the amount of the principal balance prepaid. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

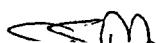


EXHIBIT B

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address in the Security Instrument. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

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

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. LOAN CHARGES

I understand and believe that this lending transaction complies with Pennsylvania usury, lending, general obligation, and real property laws of Pennsylvania, unless preempted by Federal law, however, if any interest or other charges in connection with this lending transaction are ever determined to exceed the maximum amount permitted by law, I understand and agree that: (i) the amount of the interest or other charges payable by me pursuant to this lending transaction shall be reduced to the maximum amount permitted by law, and (ii) any excess amount previously collected from me in connection with this lending transaction which exceeded the maximum amount permitted by law, will be credited against the outstanding principal balance. If the outstanding principal balance has already been repaid, the excess amount paid will be refunded to me. All fees, charges, goods, things in action or any other sums or things of value (collectively, the "Additional Sums") paid or payable by me, whether pursuant to this Note, the Mortgage/Deed of Trust or any other document or instrument in any way pertaining to this lending transaction, or otherwise with respect to this lending transaction, which, under the laws of Pennsylvania, may be deemed to be interest with respect to this lending transaction, shall, for the purpose of payable by me as, and shall be deemed to be, additional interest, and for such purposes only, the interest rate of this lending transaction (as defined in this Note) shall be deemed to be increased by the Additional Sums.

I acknowledge that the principal includes closing costs listed on the Loan Closing Statement and/or the Itemization of Amount Financed (unless such fees are paid by me in cash or by check at closing) and deem such costs to be reasonable and specifically agree to pay them. I also acknowledge and understand that the loan origination fee, if any, and any other prepaid finance charges are fully earned at the time the loan is made and are not refundable.

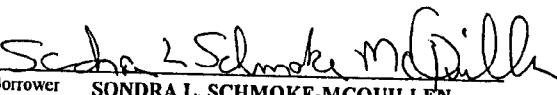
11. CONFORMITY WITH LAWS

If any provision of this Note is found to be in violation of any law, rule, or regulation, that provision shall be deemed modified to comply with applicable law.

12. DEFAULT DISCLOSURE

If you do not meet your contract obligations, you may lose your house.


Borrower **PATRICK D. MCQUILLENN**


Borrower **SONDRA L. SCHMOKE-MCQUILLENN**

Borrower

(Sign Original Only)



DATE: May 12, 2000
CERTIFIED MAIL No.: p 969 753 608
RETURN RECEIPT REQUESTED

Property: Rd#1 Box 47 Rt
Morrisdale PA 16858

Loan No.: 8152009646

Mortgagee: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505

To: Patrick D McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858

NOTICE OF INTENTION TO FORECLOSE MORTGAGE
under Section 403 of Penna. Act no. 6 of 1974
(READ ALL THREE PAGES OF THIS NOTICE CAREFULLY)

The MORTGAGE held by the above name MORTGAGEE (hereinafter referred to as we, us, or ours) is the holder of the first mortgage on your property described above. The mortgage is in SERIOUS DEFAULT because you have not made the monthly payments as noted below under (a) and/or because you have failed to comply with or perform the other provisions of the mortgage obligation, if any, as noted below under (d). Previous late charges under (b) and other charges, if any under (c) noted below, have also accrued to this date. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS NOTED BELOW UNDER (e).

4 pymts @ \$ 424.15/month	
(a) Late Charges from 02/01/00 through 05/01/00 @ \$ 21.21 per month	\$ 1,761.44
(b) Previous late charge(s):	.00
(c) Other charge(s): Unapplied Funds/Credits Due:	.00
Payment Shortage:	.00
NSF Fees:	20.00
Taxes:	.00
Insurance Premiums:	.00
(d) Other provisions of the mortgage obligation, if any, Additions to Account:	890.50
(e) TOTAL AMOUNT of (a), (b), (c), and (d) REQUIRED AS OF THIS DATE	\$ 2,671.94

DQ123

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278





You may cure this default within THIRTY (30) DAYS of this letter by paying to us the amount under (e) above, plus any additional monthly payments and late charges (and other charges) which may fall due during this period. Such payment must be made either by CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER made payable to EquiCredit Corporation of America, Mail Code FL9 015-02-17, 10401 Deerwood Park Boulevard, Jacksonville, FL 32256.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable cost. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

Also, we may sue you personally for the unpaid principal balance, and all other sums due under the mortgage.

If you have not cured the default within the thirty day period, and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late charges, charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such Sheriff's Sale could be held would be approximately THREE (3) MONTHS FROM THE DATE OF THIS LETTER.

A notice of the date of 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 will be by calling us at the following number: (877) 406-7979. Payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.



You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED). (CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,

Heather Campbell
Loan Counselor

DQ125



DATE: May 12, 2000
CERTIFIED MAIL No.: p 969 753 610
RETURN RECEIPT REQUESTED

Property: Rd#1 Box 47 Rt
Morrisdale PA 16858

Loan No.: 815209646

Mortgagee: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505

To: Sondra Schmoke-McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858

NOTICE OF INTENTION TO FORECLOSE MORTGAGE
under Section 403 of Penna. Act no. 6 of 1974
(READ ALL THREE PAGES OF THIS NOTICE CAREFULLY)

The Mortgage held by the above name MORTGAGEE (hereinafter referred to as we, us, or ours) is the holder of the first mortgage on your property described above. The mortgage is in SERIOUS DEFAULT because you have failed to comply with or perform the other provisions of the mortgage obligation, if any, as noted below under (d). Previous late charges under (b) and other charges, if any under (c) noted below, have also accrued to this date. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS NOTED BELOW UNDER (e).

	4 pymts @ \$ 424.15/month
(a) Late Charges from 02/01/00 through 05/01/00 @ \$ 21.21 per month	\$ 1,761.44
(b) Previous late charge(s):	.00
(c) Other charge(s):	.00
Unapplied Funds/Credits Due:	.00
Payment Shortage:	.00
NSF Fees:	20.00
Taxes:	.00
Insurance Premiums:	.00
(d) Other provisions of the mortgage obligation, if any, Additions to Account:	890.50
(e) TOTAL AMOUNT of (a), (b), (c), and (d) REQUIRED AS OF THIS DATE	\$ 2,671.94

DQ223



You may cure this default within THIRTY (30) DAYS of this letter by paying to us the amount under (e) above, plus any additional monthly payments and late charges (and other charges) which may fall due during this period. Such payment must be made either by CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER made payable to EquiCredit Corporation of America, Mail Code FL9 015-02-17, 10401 Deerwood Park Boulevard, Jacksonville, FL 32256.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable cost. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

Also, we may sue you personally for the unpaid principal balance, and all other sums due under the mortgage.

If you have not cured the default within the thirty day period, and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late charges, charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such Sheriff's Sale could be held would be approximately THREE (3) MONTHS FROM THE DATE OF THIS LETTER.

A notice of the date of 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 will be by calling us at the following number: (877) 406-7979. Payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.



You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED). (CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,

Heather Campbell
Loan Counselor

DQ125



DATE: May 12, 2000
CERTIFIED MAIL No.:p 969 753 609
RETURN RECEIPT REQUESTED

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM
FORECLOSURE

The Commonwealth of Pennsylvania's Homeowner's Emergency Mortgage Assistance Program may be able to help you. Read the following notice to find out how the program works.

If you need more information, call the Pennsylvania Housing Finance Agency at (800) 342-2397.

La notificacion en adjunto es de suma importancia pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

DQ119

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278

EXHIBIT D



IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM

PLEASE READ THIS NOTICE.

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

Date: May 12, 2000

Loan Number: 8152009646

Property: Rd#1 Box 47 Rt
Morrisdale PA 16858

To: Patrick D McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858

From: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "ACT"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

DQ120



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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Mail Code FL9 015-02-17
10401 Deerwood Park Boulevard
Jacksonville, FL 32256
(877) 406-7979

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least (60) days. The total amount of the delinquency is \$ 3,096.09.

That sum includes the following:

Delinquent Payments:	4 @ \$	424.15	\$	1,696.60
Payment Due During Cure Period:				424.15
Accrued Late Charges Owing:				64.84
Other: NSF Fees				20.00
Advances: Additions To Account				890.50
Less Suspense Balance:				.00
TOTAL AMOUNT DUE			\$	3,096.09

Your mortgage is also in default for the following reason: n/a.

(use this paragraph only if applicable)

DQ121



If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 8029, Harrisburg, Pennsylvania 17105. Telephone number (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call (800) 342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania Law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

Heather Campbell
Loan Counselor
Ext. 73218



DATE: May 12, 2000
CERTIFIED MAIL No.:p 969 753 611
RETURN RECEIPT REQUESTED

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM
FORECLOSURE

The Commonwealth of Pennsylvania's Homeowner's Emergency Mortgage Assistance Program may be able to help you. Read the following notice to find out how the program works.

If you need more information, call the Pennsylvania Housing Finance Agency at (800) 342-2397.

La notificacion en adjunto es de suma importancia pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

DQ119



**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

PLEASE READ THIS NOTICE.

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

Date: May 12, 2000

Loan Number: 8152009646

**Property: Rd#1 Box 47 Rt
Morrisdale PA 16858**

**To: Sondra Schmoke-McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858**

**From: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505**

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "ACT"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

DQ320



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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Mail Code FL9 015-02-17
10401 Deerwood Park Boulevard
Jacksonville, FL 32256
(877) 406-7979

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least (60) days. The total amount of the delinquency is \$ 3,096.09.

That sum includes the following:

Delinquent Payments:	4 @ \$	424.15	\$	1,696.60
Payment Due During Cure Period:				424.15
Accrued Late Charges Owing:				64.84
Other: NSF Fees				20.00
Advances: Additions To Account				890.50
Less Suspense Balance:				.00
TOTAL AMOUNT DUE				\$ 3,096.09

Your mortgage is also in default for the following reason: n/a.

(use this paragraph only if applicable)

DQ121

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278



If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 8029, Harrisburg, Pennsylvania 17105. Telephone number (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call (800) 342-2397.

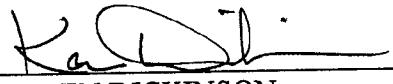
In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania Law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

Heather Campbell
Loan Counselor
Ext. 73218

VERIFICATION

KAREN DICKINSON- hereby states that she is Foreclosure Administrator of EquiCredit Corporation of America, the servicing agent for U.S. Bank National Association, the plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements made therein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



KAREN DICKINSON
Foreclosure Administrator

DATE: 7/14/00

FILED

RECEIVED
JUL 24 2000
M 13 Cetty Riles pd \$80.00
William A. Shaw
Prothonotary
2 cc Sherry

THOMAS I. PULEO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION
VS
MCQUILLEN, PATRICK D.

00-854-CD

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW AUGUST 28, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT
SERVED, TIME EXPIRED" AS TO PATRICK D. MCQUILLEN AND SONDR
A. SCHMOKE-MCQUILLEN, DEFENDANTS. SEVERAL ATTEMPTS NEVER
HOME.

80.17 SHFF. HAWKINS PAID BY: *atty*
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

17th DAY OF November 2000
11/17/00

SO ANSWERS,

Chester A. Hawkins
by Marlyn Harr

CHESTER A. HAWKINS
SHERIFF

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

11/17/00
001851
VIA
Hand delivered

THOMAS I. PULEO
IDENTIFICATION NO. 27615
1710 WALTON ROAD, SUITE 206
BLUE BELL, PENNSYLVANIA 19422
(610) 941-6050

ATTORNEY FOR

PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION,
Trustee under Agreement dated August 1, 1999
(EQCC Home Equity Loan Trust 1999-3)
111 East Wacker Drive, Suite 3000
Chicago, Illinois 60611

v.

PATRICK D. McQUILLEN and
SONDRA L. SCHMOKE-McQUILLEN
RD #1 Box 47 Rt. 53
Morrisdale, PA 16858

CLEARFIELD COUNTY

COURT OF COMMON PLEAS
DIVISION

TERM.

No. 00-854-CO

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

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

JUL 24 2000

Attest:

William L. Hause
Prothonotary

"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 comparecencia 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 SUFFICIENTE 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. Mehlik (814) 765-2641
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

"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. Mehlik
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

THOMAS I. PULEO
IDENTIFICATION NO. 27615
1710 WALTON ROAD, SUITE 206
BLUE BELL, PENNSYLVANIA 19422
(610) 941-6050

ATTORNEY FOR

PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION,
Trustee under Agreement dated August 1, 1999
(EQCC Home Equity Loan Trust 1999-3)
111 East Wacker Drive, Suite 3000
Chicago, Illinois 60611

v.

PATRICK D. McQUILLEN and
SONDRA L. SCHMOKE-McQUILLEN
RD #1 Box 47 Rt. 53
Morrisdale, PA 16858

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
DIVISION

TERM.

No.

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

1. Plaintiff, U.S. BANK NATIONAL ASSOCIATION, Trustee under Agreement dated August 1, 1999 (EQCC Home Equity Loan Trust 1999-3), is a corporation with offices at 111 East Wacker Drive, Suite 3000, Chicago, Illinois.
2. Defendants, PATRICK D. McQUILLEN and SONDRA L. SCHMOKE-McQUILLEN, are the mortgagors and real owners of premises RD #1 Box 47, Rt. 53, Township of Morris, Clearfield County, Pennsylvania, whose last known address is as stated above.

3. On the 18th day of June, 1999, the above named mortgagors made, executed and delivered a mortgage upon premises hereinafter described to EquiCredit Corporation of PA, which mortgage is recorded in the Office of the Recorder of Deeds for Clearfield County as Instrument #199910697.

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 \$46,750.00 payable in monthly installments with interest at the rate of 10.4% per annum. A copy of the said Note is attached hereto, made a part hereof and marked Exhibit "B".

6. The said mortgage was last assigned to U.S. BANK NATIONAL ASSOCIATION, Trustee under Agreement dated August 1, 1999 (EQCC Home Equity Loan Trust 1999-3), the plaintiff herein, by written assignment which is being recorded forthwith in the Office of the Recorder of Deeds for Clearfield County.

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 February 2000, and each month thereafter, up to and including the present time.

8. The following amounts are due on the mortgage:

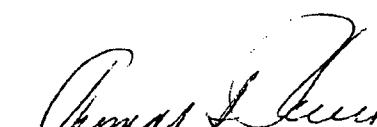
Principal	\$46,633.61
Interest at 10.4% per annum from 1/1/00 thru 6/30/00 (\$13.29 per diem)	2,418.78
Late charges accrued thru 6/30/00 (\$21.21/month)	86.05
Escrow advances	890.50
Attorney's fee (5%)	2,331.68
Title information certificate	<u>325.00</u>
Total	\$52,685.62

9. On May 12, 2000, plaintiff sent to defendants by certified mail Notice of Intention to Foreclose Mortgage in accordance with the provisions of Section 403 of Pennsylvania Act No. 6 of 1974, a true and

correct copy of which is attached hereto, made a part hereof and marked Exhibit "C".

10. On May 12, 2000, plaintiff sent to defendants by first class mail 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 "D". 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 \$52,685.62 plus interest, late charges, escrow amounts and costs to the date of judgment and foreclosure of the said mortgage.



THOMAS I. PULEO
Attorney for Plaintiff

DESCRIPTION

ALL THAT CERTAIN messuage, tenement, piece or parcel of ground Situate in the Township of Morris, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at the corner on the line of the Public Road leading from Phillipsburg, PA to Kylertown, PA; thence North eighty feet to corner on the right of way of the N.Y.C.R.R.; thence East along said right of way two hundred twenty five (225) feet to a corner of lot now or formerly of Ester Davis and William David; thence South one hundred thirty (130) feet to line of said Public Road; thence West along line of said Public Road a distance of two hundred twenty-five (225) feet to the place of beginning.

Tax Parcel # 124-Q10-000-00054

EXHIBIT A

NOTE

Loan Number: 8152009646

June 18, 1999

City

Pittsburgh II, Pennsylvania

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 46,750.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is EquiCredit Corporation of Pa.. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. INTEREST

I will pay interest at a yearly rate of 10.400 %. Interest will be charged beginning on June 23, 1999, and continuing until the full amount of principal has been paid.

Subject to applicable law, the Noteholder shall be entitled to interest at the yearly rate on any mortgage arrearage (amount past due) including, without limitation, circumstances in which a petition in bankruptcy, wage-earner, or other insolvency proceeding is filed designating me as debtor.

3. PAYMENTS

Such principal and interest shall be payable in 360 successive monthly installments with the first such installment in the amount of \$ 532.19 due on the 1st day of August, 1999 and 358 subsequent monthly installments of \$ 424.15 shall be due on the 1st day of each succeeding month thereafter. A final payment of \$ 423.80 will be due on July 1, 2029. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on

July 1, 2029 I still owe amounts under this Note, I will pay all those amounts, in full, on that date. Time is of the essence of this Note.

I will make my monthly payments at P.O. Box 44132, Jacksonville, Florida 32231 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Return Check Charge

In the event that a check used to make any payment required by this Note is returned unpaid by the payor bank for insufficient funds or credit, I agree to pay you a \$10.00 fee for your additional costs incurred in processing such check. This charge will be required whether or not the returned check causes my payment to be late.

(B) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment, but not less than U.S. \$ 21.21 and not more than U.S. \$ 21.21. I will pay this late charge only once on any late payment.

(C) Default

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default. Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Notice From Note Holder

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

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

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

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated June 18, 1999, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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

I may make a full prepayment or partial prepayment at any time; however, the Lender may charge me a prepayment charge equivalent to N/A months interest during the first three years of the loan at the rate set forth above on the amount of the principal balance prepaid. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."



8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address in the Security Instrument. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

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

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. LOAN CHARGES

I understand and believe that this lending transaction complies with Pennsylvania usury, lending, general obligation, and real property laws of Pennsylvania, unless preempted by Federal law, however, if any interest or other charges in connection with this lending transaction are ever determined to exceed the maximum amount permitted by law, I understand and agree that: (i) the amount of the interest or other charges payable by me pursuant to this lending transaction shall be reduced to the maximum amount permitted by law, and (ii) any excess amount previously collected from me in connection with this lending transaction which exceeded the maximum amount permitted by law, will be credited against the outstanding principal balance. If the outstanding principal balance has already been repaid, the excess amount paid will be refunded to me. All fees, charges, goods, things in action or any other sums or things of value (collectively, the "Additional Sums") paid or payable by me, whether pursuant to this Note, the Mortgage/Deed of Trust or any other document or instrument in any way pertaining to this lending transaction, or otherwise with respect to this lending transaction, of which, under the laws of Pennsylvania, may be deemed to be interest with respect to this lending transaction, shall, for the purpose of any laws of Pennsylvania which may limit the maximum amount of interest to be charged with respect to this lending transaction, be payable by me as, and shall be deemed to be, additional interest, and for such purposes only, the interest rate of this lending transaction (as defined in this Note) shall be deemed to be increased by the Additional Sums.

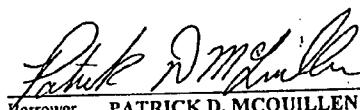
I acknowledge that the principal includes closing costs listed on the Loan Closing Statement and/or the Itemization of Amount Financed (unless such fees are paid by me in cash or by check at closing) and deem such costs to be reasonable and specifically agree to pay them. I also acknowledge and understand that the loan origination fee, if any, and any other prepaid finance charges are fully earned at the time the loan is made and are not refundable.

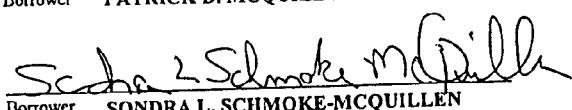
11. CONFORMITY WITH LAWS

If any provision of this Note is found to be in violation of any law, rule, or regulation, that provision shall be deemed modified to comply with applicable law.

12. DEFAULT DISCLOSURE

If you do not meet your contract obligations, you may lose your house.


Borrower **PATRICK D. MCQUILLEN**


Borrower **SONDRA L. SCHMOKE-MCQUILLEN**

Borrower

(Sign Original Only)



DATE: May 12, 2000
CERTIFIED MAIL NO.: p 969 753 608
RETURN RECEIPT REQUESTED

Property: Rd#1 Box 47 Rt
Morrisdale PA 16858

Loan No.: 8152009646

Mortgagee: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505

To: Patrick D McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858

NOTICE OF INTENTION TO FORECLOSE MORTGAGE
under Section 403 of Penna. Act no. 6 of 1974
(READ ALL THREE PAGES OF THIS NOTICE CAREFULLY)

The MORTGAGE held by the above name MORTGAGEE (hereinafter referred to as we, us, or ours) is the holder of the first mortgage on your property described above. The mortgage is in SERIOUS DEFAULT because you have not made the monthly payments as noted below under (a) and/or because you have failed to comply with or perform the other provisions of the mortgage obligation, if any, as noted below under (d). Previous late charges under (b) and other charges, if any under (c) noted below, have accrued to this date. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS NOTED BELOW UNDER (e).

	4 pymts @ \$ 424.15/month
(a) Late Charges from 02/01/00 through 05/01/00 @ \$ 21.21 per month	\$ 1,761.44
(b) Previous late charge(s):	.00
(c) Other charge(s): Unapplied Funds/Credits Due:	.00
Payment Shortage:	.00
NSF Fees:	20.00
Taxes:	.00
Insurance Premiums:	.00
(d) Other provisions of the mortgage obligation, if any, Additions to Account:	890.50
(e) TOTAL AMOUNT of (a), (b), (c), and (d) REQUIRED AS OF THIS DATE	\$ 2,671.94

DQ123

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278

EXHIBIT C



You may cure this default within THIRTY (30) DAYS of this letter by paying to us the amount under (e) above, plus any additional monthly payments and late charges (and other charges) which may fall due during this period. Such payment must be made either by CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER made payable to EquiCredit Corporation of America, Mail Code FL9 015-02-17, 10401 Deerwood Park Boulevard, Jacksonville, FL 32256.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable cost. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

Also, we may sue you personally for the unpaid principal balance, and all other sums due under the mortgage.

If you have not cured the default within the thirty day period, and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late charges, charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such Sheriff's Sale could be held would be approximately THREE (3) MONTHS FROM THE DATE OF THIS LETTER.

A notice of the date of 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 will be by calling us at the following number: (877) 406-7979. Payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

DQ124



You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED). (CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,

Heather Campbell
Loan Counselor

DQ125



DATE: May 12, 2000
CERTIFIED MAIL No.: p 969 753 610
RETURN RECEIPT REQUESTED

Property: Rd#1 Box 47 Rt
Morrisdale PA 16858

Loan No.: 8152009646

Mortgagee: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505

To: Sondra Schmoke-McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858

NOTICE OF INTENTION TO FORECLOSE MORTGAGE
under Section 403 of Penna. Act no. 6 of 1974
(READ ALL THREE PAGES OF THIS NOTICE CAREFULLY)

The Mortgage held by the above name MORTGAGEE (hereinafter referred to as we, us, or ours) is the holder of the first mortgage on your property described above. The mortgage is in SERIOUS DEFAULT because you have failed to comply with or perform the other provisions of the mortgage obligation, if any, as noted below under (d). Previous late charges under (b) and other charges, if any under (c) noted below, have also accrued to this date. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS NOTED BELOW UNDER (e).

	4 pymts @ \$ 424.15/month
(a) Late Charges from 02/01/00 through 05/01/00 @ \$ 21.21 per month	\$ 1,761.44
	.00
(b) Previous late charge(s):	.00
(c) Other charge(s):	.00
Unapplied Funds/Credits Due:	.00
Payment Shortage:	20.00
NSF Fees:	.00
Taxes:	.00
Insurance Premiums:	.00
(d) Other provisions of the mortgage obligation, if any, Additions to Account:	890.50
(e) TOTAL AMOUNT of (a), (b), (c), and (d) REQUIRED AS OF THIS DATE	\$ 2,671.94

DQ223



You may cure this default within THIRTY (30) DAYS of this letter by paying to us the amount under (e) above, plus any additional monthly payments and late charges (and other charges) which may fall due during this period. Such payment must be made either by CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER made payable to EquiCredit Corporation of America, Mail Code FL9 015-02-17, 10401 Deerwood Park Boulevard, Jacksonville, FL 32256.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable cost. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

Also, we may sue you personally for the unpaid principal balance, and all other sums due under the mortgage.

If you have not cured the default within the thirty day period, and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late charges, charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such Sheriff's Sale could be held would be approximately THREE (3) MONTHS FROM THE DATE OF THIS LETTER.

A notice of the date of 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 will be by calling us at the following number: (877) 406-7979. Payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

DQ124



You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED). (CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,

Heather Campbell
Loan Counselor

DQ125



DATE: May 12, 2000
CERTIFIED MAIL No.: p 969 753 609
RETURN RECEIPT REQUESTED

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM
FORECLOSURE

The Commonwealth of Pennsylvania's Homeowner's Emergency Mortgage Assistance Program may be able to help you. Read the following notice to find out how the program works.

If you need more information, call the Pennsylvania Housing Finance Agency at (800) 342-2397.

La notificacion en adjunto es de suma importancia pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

DQ119



**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

PLEASE READ THIS NOTICE.

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

Date: May 12, 2000

Loan Number: 8152009646

**Property: Rd#1 Box 47 Rt
Morrisdale PA 16858**

**To: Patrick D McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858**

**From: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505**

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "ACT"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

DQ120



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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Mail Code FL9 015-02-17
10401 Deerwood Park Boulevard
Jacksonville, FL 32256
(877) 406-7979

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least (60) days. The total amount of the delinquency is \$ 3,096.09.

That sum includes the following:

Delinquent Payments:	4 @ \$	424.15	\$	1,696.60
Payment Due During Cure Period:				424.15
Accrued Late Charges Owing:				64.84
Other: NSF Fees				20.00
Advances: Additions To Account				890.50
Less Suspense Balance:				.00
TOTAL AMOUNT DUE				\$ 3,096.09

Your mortgage is also in default for the following reason: n/a.
(use this paragraph only if applicable)

DQ121



If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 8029, Harrisburg, Pennsylvania 17105. Telephone number (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call (800) 342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania Law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

Heather Campbell
Loan Counselor
Ext. 73218

DQ122



DATE: May 12, 2000
CERTIFIED MAIL No.:p 969 753 611
RETURN RECEIPT REQUESTED

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM
FORECLOSURE

The Commonwealth of Pennsylvania's Homeowner's Emergency Mortgage Assistance Program may be able to help you. Read the following notice to find out how the program works.

If you need more information, call the Pennsylvania Housing Finance Agency at (800) 342-2397.

La notificacion en adjunto es de suma importancia pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

DQ119



**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

PLEASE READ THIS NOTICE.

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

Date: May 12, 2000

Loan Number: 8152009646

**Property: Rd#1 Box 47 Rt
Morrisdale PA 16858**

**To: Sondra Schmoke-McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858**

**From: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505**

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "ACT"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

DQ320



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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Mail Code FL9 015-02-17
10401 Deerwood Park Boulevard
Jacksonville, FL 32256
(877) 406-7979

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least (60) days. The total amount of the delinquency is \$ 3,096.09.

That sum includes the following:

Delinquent Payments:	4 @ \$	424.15	\$	1,696.60
Payment Due During Cure Period:				424.15
Accrued Late Charges Owing:				64.84
Other: NSF Fees				20.00
Advances: Additions To Account				890.50
Less Suspense Balance:				.00
TOTAL AMOUNT DUE			\$	3,096.09

Your mortgage is also in default for the following reason: n/a.
(use this paragraph only if applicable)

DQ121



If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 8029, Harrisburg, Pennsylvania 17105. Telephone number (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call (800) 342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania Law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

Heather Campbell
Loan Counselor
Ext. 73218

VERIFICATION

KAREN DICKINSON- hereby states that she is Foreclosure Administrator of EquiCredit Corporation of America, the servicing agent for U.S. Bank National Association, the plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements made therein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



KAREN DICKINSON
Foreclosure Administrator

DATE: 7/14/00

THOMAS I. PULEO

IDENTIFICATION NO. 27615
1710 WALTON ROAD, SUITE 206
BLUE BELL, PENNSYLVANIA 19422
(610) 941-6050

ATTORNEY FOR

PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION,
Trustee under Agreement dated August 1, 1999
(EQCC Home Equity Loan Trust 1999-3)
111 East Wacker Drive, Suite 3000
Chicago, Illinois 60611

v.

PATRICK D. McQUILLEN and
SONDRA L. SCHMOKE-McQUILLEN
RD #1 Box 47 Rt. 53
Morrisdale, PA 16858

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

TERM.

No. 00-854-CO

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

JUL 24 2000

Attest:

William J. Johnson
Prothonotary

"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. Mehlik
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

"AVISO

"Le han demandado a usted en la corte. Si usted quiere defendese 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 comparecencia 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 SUFFICIENTE 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. Mehlik (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

U.S. BANK NATIONAL ASSOCIATION,
Trustee under Agreement dated August 1, 1999
(EQCC Home Equity Loan Trust 1999-3)
111 East Wacker Drive, Suite 3000
Chicago, Illinois 60611

v.

PATRICK D. McQUILLEN and
SONDRA L. SCHMOKE-McQUILLEN
RD #1 Box 47 Rt. 53
Morrisdale, PA 16858

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
DIVISION

TERM.

No.

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

1. Plaintiff, U.S. BANK NATIONAL ASSOCIATION, Trustee under Agreement dated August 1, 1999 (EQCC Home Equity Loan Trust 1999-3), is a corporation with offices at 111 East Wacker Drive, Suite 3000, Chicago, Illinois.
2. Defendants, PATRICK D. McQUILLEN and SONDRA L. SCHMOKE-McQUILLEN, are the mortgagors and real owners of premises RD #1 Box 47, Rt. 53, Township of Morris, Clearfield County, Pennsylvania, whose last known address is as stated above.

3. On the 18th day of June, 1999, the above named mortgagors made, executed and delivered a mortgage upon premises hereinafter described to EquiCredit Corporation of PA, which mortgage is recorded in the Office of the Recorder of Deeds for Clearfield County as Instrument #199910697.

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 \$46,750.00 payable in monthly installments with interest at the rate of 10.4% per annum. A copy of the said Note is attached hereto, made a part hereof and marked Exhibit "B".

6. The said mortgage was last assigned to U.S. BANK NATIONAL ASSOCIATION, Trustee under Agreement dated August 1, 1999 (EQCC Home Equity Loan Trust 1999-3), the plaintiff herein, by written assignment which is being recorded forthwith in the Office of the Recorder of Deeds for Clearfield County.

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 February 2000, and each month thereafter, up to and including the present time.

8. The following amounts are due on the mortgage:

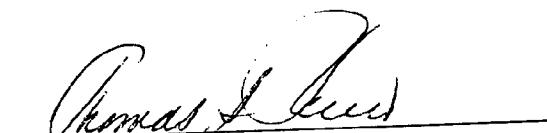
Principal	\$46,633.61
Interest at 10.4% per annum from 1/1/00 thru 6/30/00 (\$13.29 per diem)	2,418.78
Late charges accrued thru 6/30/00 (\$21.21/month)	86.05
Escrow advances	890.50
Attorney's fee (5%)	2,331.68
Title information certificate	<u>325.00</u>
Total	\$52,685.62

9. On May 12, 2000, plaintiff sent to defendants by certified mail Notice of Intention to Foreclose Mortgage in accordance with the provisions of Section 403 of Pennsylvania Act No. 6 of 1974, a true and

correct copy of which is attached hereto, made a part hereof and marked Exhibit "C".

10. On May 12, 2000, plaintiff sent to defendants by first class mail 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 "D". 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 \$52,685.62 plus interest, late charges, escrow amounts and costs to the date of judgment and foreclosure of the said mortgage.



THOMAS I. PULEO
Attorney for Plaintiff

DESCRIPTION

ALL THAT CERTAIN messuage, tenement, piece or parcel of ground Situate in the Township of Morris, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at the corner on the line of the Public Road leading from Phillipsburg, PA to Kylertown, PA; thence North eighty feet to corner on the right of way of the N.Y.C.R.R.; thence East along said right of way two hundred twenty five (225) feet to a corner of lot now or formerly of Ester Davis and William David; thence South one hundred thirty (130) feet to line of said Public Road; thence West along line of said Public Road a distance of two hundred twenty-five (225) feet to the place of beginning.

Tax Parcel # 124-Q10-000-00054

EXHIBIT A

N O T E

Loan Number: 8152009646

June 18, 1999

Date

Pittsburgh II

, Pennsylvania

City

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 46,750.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is EquiCredit Corporation of Pa. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. INTEREST

I will pay interest at a yearly rate of 10.400 %.

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on June 23, 1999 and continuing until the full amount of principal has been paid.

Subject to applicable law, the Noteholder shall be entitled to interest at the yearly rate on any mortgage arrearage (amount past due) including, without limitation, circumstances in which a petition in bankruptcy, wage-earner, or other insolvency proceeding is filed designating me as debtor.

3. PAYMENTS

Such principal and interest shall be payable in 360 successive monthly installments with the first such installment in the amount of \$ 532.19 due on the 1st day of August, 1999 and 358 subsequent monthly installments of \$ 424.15 shall be due on the 1st day of each succeeding month thereafter. A final payment of \$ 423.80 will be due on July 1, 2029. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on July 1, 2029 I still owe amounts under this Note, I will pay all those amounts, in full, on that date. Time is of the essence of this Note.

I will make my monthly payments at P.O. Box 44132, Jacksonville, Florida 32231 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Return Check Charge

In the event that a check used to make any payment required by this Note is returned unpaid by the payor bank for insufficient funds or credit, I agree to pay you a \$10.00 fee for your additional costs incurred in processing such check. This charge will be required whether or not the returned check causes my payment to be late.

(B) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment, but not less than U.S. \$ 21.21 and not more than U.S. \$ 21.21. I will pay this late charge only once on any late payment.

(C) Default

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default.

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

(D) Notice From Note Holder

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

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

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

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated June 18, 1999, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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

I may make a full prepayment or partial prepayment at any time; however, the Lender may charge me a prepayment charge equivalent to N/A months interest during the first three years of the loan at the rate set forth above on the amount of the principal balance prepaid. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

SM

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address in the Security Instrument. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

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

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. LOAN CHARGES

I understand and believe that this lending transaction complies with Pennsylvania usury, lending, general obligation, and real property laws of Pennsylvania, unless preempted by Federal law, however, if any interest or other charges in connection with this lending transaction are ever determined to exceed the maximum amount permitted by law, I understand and agree that: (i) the amount of the interest or other charges payable by me pursuant to this lending transaction shall be reduced to the maximum amount permitted by law; and (ii) any excess amount previously collected from me in connection with this lending transaction which exceeded the maximum amount permitted by law, will be credited against the outstanding principal balance. If the outstanding principal balance has already been repaid, the excess amount paid will be refunded to me. All fees, charges, goods, things in action or any other sums or things of value (collectively, the "Additional Sums") paid or payable by me, whether pursuant to this Note, the Mortgage/Deed of Trust or any other document or instrument in any way pertaining to this lending transaction, or otherwise with respect to this lending transaction, which, under the laws of Pennsylvania, may be deemed to be interest with respect to this lending transaction, shall, for the purpose of any laws of Pennsylvania which may limit the maximum amount of interest to be charged with respect to this lending transaction, be payable by me as, and shall be deemed to be, additional interest, and for such purposes only, the interest rate of this lending transaction (as defined in this Note) shall be deemed to be increased by the Additional Sums.

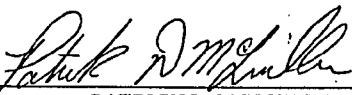
I acknowledge that the principal includes closing costs listed on the Loan Closing Statement and/or the Itemization of Amount Financed (unless such fees are paid by me in cash or by check at closing) and deem such costs to be reasonable and specifically agree to pay them. I also acknowledge and understand that the loan origination fee, if any, and any other prepaid finance charges are fully earned at the time the loan is made and are not refundable.

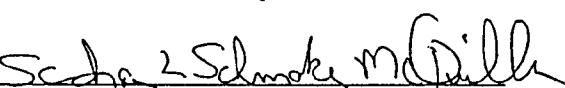
11. CONFORMITY WITH LAWS

If any provision of this Note is found to be in violation of any law, rule, or regulation, that provision shall be deemed modified to comply with applicable law.

12. DEFAULT DISCLOSURE

If you do not meet your contract obligations, you may lose your house.


Borrower **PATRICK D. MCQUILLEN**


Borrower **SONDRA L. SCHMOKE-MCQUILLEN**

Borrower

(Sign Original Only)



DATE: May 12, 2000
CERTIFIED MAIL No.:p 969 753 608
RETURN RECEIPT REQUESTED

Property: Rd#1 Box 47 Rt
Morrisdale PA 16858

Loan No.: 8152009646

Mortgagee: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505

To: Patrick D McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858

NOTICE OF INTENTION TO FORECLOSE MORTGAGE
under Section 403 of Penna. Act no. 6 of 1974
(READ ALL THREE PAGES OF THIS NOTICE CAREFULLY)

The MORTGAGE held by the above name MORTGAGEE (hereinafter referred to as we, us, or ours) is the holder of the first mortgage on your property described above. The mortgage is in SERIOUS DEFAULT because you have not made the monthly payments as noted below under (a) and/or because you have failed to comply with or perform the other provisions of the mortgage obligation, if any, as noted below under (d). Previous late charges under (b) and other charges, if any under (c) noted below, have also accrued to this date. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS NOTED BELOW UNDER (e).

	4 pymts @ \$ 424.15/month
(a) Late Charges from 02/01/00 through 05/01/00 @ \$ 21.21 per month	\$ 1,761.44
(b) Previous late charge(s):	.00
(c) Other charge(s):	.00
Unapplied Funds/Credits Due:	.00
Payment Shortage:	.00
NSF Fees:	20.00
Taxes:	.00
Insurance Premiums:	.00
(d) Other provisions of the mortgage obligation, if any, Additions to Account:	890.50
(e) TOTAL AMOUNT of (a), (b), (c), and (d) REQUIRED AS OF THIS DATE	\$ 2,671.94

DQ123

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278

EXHIBIT C



You may cure this default within THIRTY (30) DAYS of this letter by paying to us the amount under (e) above, plus any additional monthly payments and late charges (and other charges) which may fall due during this period. Such payment must be made either by CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER made payable to EquiCredit Corporation of America, Mail Code FL9 015-02-17, 10401 Deerwood Park Boulevard, Jacksonville, FL 32256.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable cost. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

Also, we may sue you personally for the unpaid principal balance, and all other sums due under the mortgage.

If you have not cured the default within the thirty day period, and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late charges, charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such Sheriff's Sale could be held would be approximately THREE (3) MONTHS FROM THE DATE OF THIS LETTER.

A notice of the date of 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 will be by calling us at the following number: (877) 406-7979. Payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.



You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED). (CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,

Heather Campbell
Loan Counselor

DQ125



DATE: May 12, 2000
CERTIFIED MAIL No.:p 969 753 610
RETURN RECEIPT REQUESTED

Property: Rd#1 Box 47 Rt
Morrisdale PA 16858

Loan No.: 8152009646

Mortgagee: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505

To: Sondra Schmoke-McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858

NOTICE OF INTENTION TO FORECLOSE MORTGAGE
under Section 403 of Penna. Act no. 6 of 1974
(READ ALL THREE PAGES OF THIS NOTICE CAREFULLY)

The Mortgage held by the above name MORTGAGEE (hereinafter referred to as we, us, or ours) is the holder of the first mortgage on your property described above. The mortgage is in SERIOUS DEFAULT because you have failed to comply with or perform the other provisions of the mortgage obligation, if any, as noted below under (d). Previous late charges under (b) and other charges, if any under (c) noted below, have also accrued to this date. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS NOTED BELOW UNDER (e).

	4 pymts @ \$ 424.15/month
(a) Late Charges from 02/01/00 through 05/01/00 @ \$ 21.21 per month	\$ 1,761.44
(b) Previous late charge(s):	.00
(c) Other charge(s):	.00
Unapplied Funds/Credits Due:	.00
Payment Shortage:	.00
NSF Fees:	20.00
Taxes:	.00
Insurance Premiums:	.00
(d) Other provisions of the mortgage obligation, if any, Additions to Account:	890.50
(e) TOTAL AMOUNT of (a), (b), (c), and (d) REQUIRED AS OF THIS DATE	\$ 2,671.94

DQ223



You may cure this default within THIRTY (30) DAYS of this letter by paying to us the amount under (e) above, plus any additional monthly payments and late charges (and other charges) which may fall due during this period. Such payment must be made either by CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER made payable to EquiCredit Corporation of America, Mail Code FL9 015-02-17, 10401 Deerwood Park Boulevard, Jacksonville, FL 32256.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable cost. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

Also, we may sue you personally for the unpaid principal balance, and all other sums due under the mortgage.

If you have not cured the default within the thirty day period, and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late charges, charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such Sheriff's Sale could be held would be approximately THREE (3) MONTHS FROM THE DATE OF THIS LETTER.

A notice of the date of 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 will be by calling us at the following number: (877) 406-7979. Payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

DQ124



You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED). (CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,

Heather Campbell
Loan Counselor

DQ125



DATE: May 12, 2000
CERTIFIED MAIL No.: p 969 753 609
RETURN RECEIPT REQUESTED

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM
FORECLOSURE

The Commonwealth of Pennsylvania's Homeowner's Emergency Mortgage Assistance Program may be able to help you. Read the following notice to find out how the program works.

If you need more information, call the Pennsylvania Housing Finance Agency at (800) 342-2397.

La notificacion en adjunto es de suma importancia pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

DQ119

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278

EXHIBIT D



**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

PLEASE READ THIS NOTICE.

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

Date: May 12, 2000

Loan Number: 8152009646

**Property: Rd#1 Box 47 Rt
Morrisdale PA 16858**

**To: Patrick D McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858**

**From: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505**

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "ACT"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

DQ120



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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Mail Code FL9 015-02-17
10401 Deerwood Park Boulevard
Jacksonville, FL 32256
(877) 406-7979

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least (60) days. The total amount of the delinquency is \$ 3,096.09.

That sum includes the following:

Delinquent Payments:	4 @ \$	424.15	\$	1,696.60
Payment Due During Cure Period:				424.15
Accrued Late Charges Owing:				64.84
Other: NSF Fees				20.00
Advances: Additions To Account				890.50
Less Suspense Balance:				.00
TOTAL AMOUNT DUE			\$	3,096.09

Your mortgage is also in default for the following reason: n/a.

(use this paragraph only if applicable)

DQ121



If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 8029, Harrisburg, Pennsylvania 17105. Telephone number (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call (800) 342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania Law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

Heather Campbell
Loan Counselor
Ext. 73218



DATE: May 12, 2000
CERTIFIED MAIL No.:p 969 753 611
RETURN RECEIPT REQUESTED

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM
FORECLOSURE

The Commonwealth of Pennsylvania's Homeowner's Emergency Mortgage Assistance Program may be able to help you. Read the following notice to find out how the program works.

If you need more information, call the Pennsylvania Housing Finance Agency at (800) 342-2397.

La notificacion en adjunto es de suma importancia pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

DQ119



**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

PLEASE READ THIS NOTICE.

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

Date: May 12, 2000

Loan Number: 8152009646

**Property: Rd#1 Box 47 Rt
Morrisdale PA 16858**

**To: Sondra Schmoke-McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858**

**From: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505**

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "ACT"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

DQ320



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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Mail Code FL9 015-02-17
10401 Deerwood Park Boulevard
Jacksonville, FL 32256
(877) 406-7979

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least (60) days. The total amount of the delinquency is \$ 3,096.09.

That sum includes the following:

Delinquent Payments:	4 @ \$	424.15	\$	1,696.60
Payment Due During Cure Period:				424.15
Accrued Late Charges Owing:				64.84
Other: NSF Fees				20.00
Advances: Additions To Account				890.50
Less Suspense Balance:				.00
TOTAL AMOUNT DUE				\$ 3,096.09

Your mortgage is also in default for the following reason: n/a.

(use this paragraph only if applicable)

DQ121

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278



If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 8029, Harrisburg, Pennsylvania 17105. Telephone number (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call (800) 342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania Law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

Heather Campbell
Loan Counselor
Ext. 73218

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278

DQ122

VERIFICATION

KAREN DICKINSON- hereby states that she is Foreclosure Administrator of EquiCredit Corporation of America, the servicing agent for U.S. Bank National Association, the plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements made therein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.


KAREN DICKINSON
Foreclosure Administrator

DATE: 7/14/00



RECEIVED
COURT
ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

FILED

NOV 10 2005

William A. Shaw
Prothonotary/Clerk of Courts

RE: 00-854-CD
U.S. Bank National Association
Vs.
Patrick D. McQuillen and Sondra L. Schmoke-McQuillen

Dear Plaintiff/Defendant:

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

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

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

By the Court,

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

David S. Meholick
Court Administrator



**OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

RE: 00-854-CD
U.S. Bank National Association
Vs.
Patrick D. McQuillen and Sondra L. Schmoke-McQuillen

Dear Plaintiff/Defendant:

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

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

By the Court,

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

David S. Meholick
Court Administrator

LAW OFFICES OF THOMAS I. PULEO, LLC
660 Sentry Parkway, Suite 210
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

U.S. BANK NATIONAL ASSOCIATION,
Plaintiff

v.

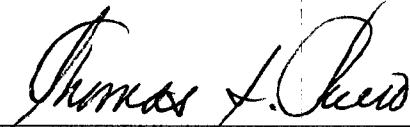
NO. 00-854-CD

PATRICK D. MCQUILLEN and
SONDRA L. SCHMOKE-MCQUILLEN,
Defendant

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above entitled case discontinued upon payment of your costs only.


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

FILED NO
m 11:50 AM NOV 18 2005
Clerk of Dist. Ct. to Atty
William A. Shaw
Prothonotary/Clerk of Courts
Copy to CJA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

U.S. Bank National Association

Vs.

No. 2000-00854-CD

Patrick Dennis McQuillen
Sondra L. Schmoke-McQuillen

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 18, 2005, marked:

Discontinued

Record costs in the sum of \$80.00 have been paid in full by Thomas I. Puleo, Esq.

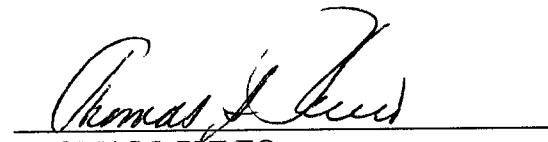
IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of November A.D. 2005.

William A. Shaw, Prothonotary

correct copy of which is attached hereto, made a part hereof and marked Exhibit "C".

10. On May 12, 2000, plaintiff sent to defendants by first class mail 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 "D". 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 \$52,685.62 plus interest, late charges, escrow amounts and costs to the date of judgment and foreclosure of the said mortgage.



THOMAS I. PULEO
Attorney for Plaintiff

DESCRIPTION

ALL THAT CERTAIN messuage, tenement, piece or parcel of ground Situate in the Township of Morris, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at the corner on the line of the Public Road leading from Phillipsburg, PA to Kylertown, PA; thence North eighty feet to corner on the right of way of the N.Y.C.R.R.; thence East along said right of way two hundred twenty five (225) feet to a corner of lot now or formerly of Ester Davis and William David; thence South one hundred thirty (130) feet to line of said Public Road; thence West along line of said Public Road a distance of two hundred twenty-five (225) feet to the place of beginning.

Tax Parcel # 124-Q10-000-00054

N O T E

Loan Number: 8152009646

June 18, 1999

Date

Pittsburgh II

City

, Pennsylvania

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 46,750.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is EquiCredit Corporation of Pa. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. INTEREST

I will pay interest at a yearly rate of 10.400 %.

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on June 23, 1999 and continuing until the full amount of principal has been paid.

Subject to applicable law, the Noteholder shall be entitled to interest at the yearly rate on any mortgage arrearage (amount past due) including, without limitation, circumstances in which a petition in bankruptcy, wage-earner, or other insolvency proceeding is filed designating me as debtor.

3. PAYMENTS

Such principal and interest shall be payable in 360 successive monthly installments with the first such installment in the amount of \$ 532.19 due on the 1st day of August, 1999 and 358 subsequent monthly installments of \$ 424.15 shall be due on the 1st day of each succeeding month thereafter. A final payment of \$ 423.80 will be due on July 1, 2029. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on July 1, 2029 I still owe amounts under this Note, I will pay all those amounts, in full, on that date. Time is of the essence of this Note.

I will make my monthly payments at P.O. Box 44132, Jacksonville, Florida 32231 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Return Check Charge

In the event that a check used to make any payment required by this Note is returned unpaid by the payor bank for insufficient funds or credit, I agree to pay you a \$10.00 fee for your additional costs incurred in processing such check. This charge will be required whether or not the returned check causes my payment to be late.

(B) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment, but not less than U.S. \$ 21.21 and not more than U.S. \$ 21.21. I will pay this late charge only once on any late payment.

(C) Default

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default.

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

(D) Notice From Note Holder

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

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

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

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated June 18, 1999, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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

I may make a full prepayment or partial prepayment at any time; however, the Lender may charge me a prepayment charge equivalent to N/A months interest during the first three years of the loan at the rate set forth above on the amount of the principal balance prepaid. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guaritors, sureties and endorsers."



EXHIBIT B

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address in the Security Instrument. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

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

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. LOAN CHARGES

I understand and believe that this lending transaction complies with Pennsylvania usury, lending, general obligation, and real property laws of Pennsylvania, unless preempted by Federal law, however, if any interest or other charges in connection with this lending transaction are ever determined to exceed the maximum amount permitted by law, I understand and agree that: (i) the amount of the interest or other charges payable by me pursuant to this lending transaction shall be reduced to the maximum amount permitted by law, and (ii) any excess amount previously collected from me in connection with this lending transaction which exceeded the maximum amount permitted by law, will be credited against the outstanding principal balance. If the outstanding principal balance has already been repaid, the excess amount paid will be refunded to me. All fees, charges, goods, things in action or any other sums or things of value (collectively, the "Additional Sums") paid or payable by me, whether pursuant to this Note, the Mortgage/Deed of Trust or any other document or instrument in any way pertaining to this lending transaction, or otherwise with respect to this lending transaction, which, under the laws of Pennsylvania, may be deemed to be interest with respect to this lending transaction, shall, for the purpose of any laws of Pennsylvania which may limit the maximum amount of interest to be charged with respect to this lending transaction, be payable by me as, and shall be deemed to be, additional interest, and for such purposes only, the interest rate of this lending transaction (as defined in this Note) shall be deemed to be increased by the Additional Sums.

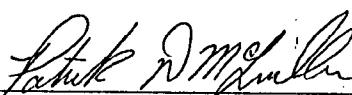
I acknowledge that the principal includes closing costs listed on the Loan Closing Statement and/or the Itemization of Amount Financed (unless such fees are paid by me in cash or by check at closing) and deem such costs to be reasonable and specifically agree to pay them. I also acknowledge and understand that the loan origination fee, if any, and any other prepaid finance charges are fully earned at the time the loan is made and are not refundable.

11. CONFORMITY WITH LAWS

If any provision of this Note is found to be in violation of any law, rule, or regulation, that provision shall be deemed modified to comply with applicable law.

12. DEFAULT DISCLOSURE

If you do not meet your contract obligations, you may lose your house.


Borrower **PATRICK D. MCQUILLEN**


Borrower **SONDRA L. SCHMOKE-MCQUILLEN**

Borrower

(Sign Original Only)



DATE: May 12, 2000
CERTIFIED MAIL No.:p 969 753 608
RETURN RECEIPT REQUESTED

Property: Rd#1 Box 47 Rt
Morrisdale PA 16858

Loan No.: 8152009646

Mortgagee: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505

To: Patrick D McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858

NOTICE OF INTENTION TO FORECLOSE MORTGAGE
under Section 403 of Penna. Act no. 6 of 1974
(READ ALL THREE PAGES OF THIS NOTICE CAREFULLY)

The MORTGAGE held by the above name MORTGAGEE (hereinafter referred to as we, us, or ours) is the holder of the first mortgage on your property described above. The mortgage is in SERIOUS DEFAULT because you have not made the monthly payments as noted below under (a) and/or because you have failed to comply with or perform the other provisions of the mortgage obligation, if any, as noted below under (d). Previous late charges under (b) and other charges, if any under (c) noted below, have also accrued to this date. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS NOTED BELOW UNDER (e).

	4 pymts @ \$ 424.15/month
(a) Late Charges from 02/01/00 through 05/01/00 @ \$ 21.21 per month	\$ 1,761.44
(b) Previous late charge(s):	.00
(c) Other charge(s): Unapplied Funds/Credits Due:	.00
Payment Shortage:	.00
NSF Fees:	20.00
Taxes:	.00
Insurance Premiums:	.00
(d) Other provisions of the mortgage obligation, if any, Additions to Account:	890.50
(e) TOTAL AMOUNT of (a), (b), (c), and (d) REQUIRED AS OF THIS DATE	\$ 2,671.94

DQ123

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278

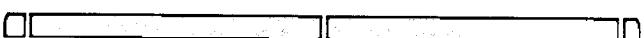


EXHIBIT C



You may cure this default within THIRTY (30) DAYS of this letter by paying to us the amount under (e) above, plus any additional monthly payments and late charges (and other charges) which may fall due during this period. Such payment must be made either by CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER made payable to EquiCredit Corporation of America, Mail Code FL9 015-02-17, 10401 Deerwood Park Boulevard, Jacksonville, FL 32256.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable cost. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

Also, we may sue you personally for the unpaid principal balance, and all other sums due under the mortgage.

If you have not cured the default within the thirty day period, and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late charges, charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such Sheriff's Sale could be held would be approximately THREE (3) MONTHS FROM THE DATE OF THIS LETTER.

A notice of the date of 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 will be by calling us at the following number: (877) 406-7979. Payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

DQ124



You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED). (CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,

Heather Campbell
Loan Counselor

DQ125

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278



DATE: May 12, 2000
CERTIFIED MAIL No.: p 969 753 610
RETURN RECEIPT REQUESTED

Property: Rd#1 Box 47 Rt
Morrisdale PA 16858

Loan No.: 8152009646

Mortgagee: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505

To: Sondra Schmoke-McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858

NOTICE OF INTENTION TO FORECLOSE MORTGAGE
under Section 403 of Penna. Act no. 6 of 1974
(READ ALL THREE PAGES OF THIS NOTICE CAREFULLY)

The Mortgage held by the above name MORTGAGEE (hereinafter referred to as we, us, or ours) is the holder of the first mortgage on your property described above. The mortgage is in SERIOUS DEFAULT because you have failed to comply with or perform the other provisions of the mortgage obligation, if any, as noted below under (d). Previous late charges under (b) and other charges, if any under (c) noted below, have also accrued to this date. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS NOTED BELOW UNDER (e).

	4 pymts @ \$ 424.15/month
(a) Late Charges from 02/01/00 through 05/01/00 @ \$ 21.21 per month	\$ 1,761.44
(b) Previous late charge(s):	.00
(c) Other charge(s): Unapplied Funds/Credits Due:	.00
Payment Shortage:	.00
NSF Fees:	20.00
Taxes:	.00
Insurance Premiums:	.00
(d) Other provisions of the mortgage obligation, if any, Additions to Account:	890.50
(e) TOTAL AMOUNT of (a), (b), (c), and (d) REQUIRED AS OF THIS DATE	\$ 2,671.94

DQ223



You may cure this default within THIRTY (30) DAYS of this letter by paying to us the amount under (e) above, plus any additional monthly payments and late charges (and other charges) which may fall due during this period. Such payment must be made either by CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER made payable to EquiCredit Corporation of America, Mail Code FL9 015-02-17, 10401 Deerwood Park Boulevard, Jacksonville, FL 32256.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable cost. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

Also, we may sue you personally for the unpaid principal balance, and all other sums due under the mortgage.

If you have not cured the default within the thirty day period, and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late charges, charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such Sheriff's Sale could be held would be approximately THREE (3) MONTHS FROM THE DATE OF THIS LETTER.

A notice of the date of 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 will be by calling us at the following number: (877) 406-7979. Payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

DQ124



You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

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If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Very truly yours,

Heather Campbell
Loan Counselor

DQ125



DATE: May 12, 2000
CERTIFIED MAIL No.:p 969 753 609
RETURN RECEIPT REQUESTED

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM
FORECLOSURE

The Commonwealth of Pennsylvania's Homeowner's Emergency Mortgage Assistance Program may be able to help you. Read the following notice to find out how the program works.

If you need more information, call the Pennsylvania Housing Finance Agency at (800) 342-2397.

La notificacion en adjunto es de suma importancia pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

DQ119



**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

PLEASE READ THIS NOTICE.

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

Date: May 12, 2000

Loan Number: 8152009646

**Property: Rd#1 Box 47 Rt
Morrisdale PA 16858**

**To: Patrick D McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858**

**From: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505**

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "ACT"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

DQ120



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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Mail Code FL9 015-02-17
10401 Deerwood Park Boulevard
Jacksonville, FL 32256
(877) 406-7979

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least (60) days. The total amount of the delinquency is \$ 3,096.09.

That sum includes the following:

Delinquent Payments:	4 @ \$	424.15	\$	1,696.60
Payment Due During Cure Period:				424.15
Accrued Late Charges Owing:				64.84
Other: NSF Fees				20.00
Advances: Additions To Account				890.50
Less Suspense Balance:				.00
TOTAL AMOUNT DUE			\$	3,096.09

Your mortgage is also in default for the following reason: n/a.

(use this paragraph only if applicable)

DQ121



If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 8029, Harrisburg, Pennsylvania 17105. Telephone number (717) 780-3800 or (800) 342-2397 (toll free number). Persons with impaired hearing can call (800) 342-2397.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania Law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

Heather Campbell
Loan Counselor
Ext. 73218



DATE: May 12, 2000
CERTIFIED MAIL NO.:p 969 753 611
RETURN RECEIPT REQUESTED

ACT 91 NOTICE
TAKE ACTION TO SAVE YOUR HOME FROM
FORECLOSURE

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If you need more information, call the Pennsylvania Housing Finance Agency at (800) 342-2397.

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DQ119



**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

PLEASE READ THIS NOTICE.

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

Date: May 12, 2000

Loan Number: 8152009646

**Property: Rd#1 Box 47 Rt
Morrisdale PA 16858**

**To: Sondra Schmoke-McQuillen
Rd#1 Box 47 Rt 53
Morrisdale, PA, 16858**

**From: Equicredit
10401 Deerwood Park Boulevard
Jacksonville, FL 32256-0505**

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DQ320



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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

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10401 Deerwood Park Boulevard
Jacksonville, FL 32256
(877) 406-7979

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That sum includes the following:

Delinquent Payments:	4 @ \$	424.15	\$	1,696.60
Payment Due During Cure Period:				424.15
Accrued Late Charges Owing:				64.84
Other: NSF Fees				20.00
Advances: Additions To Account				890.50
Less Suspense Balance:				.00
TOTAL AMOUNT DUE				\$ 3,096.09

Your mortgage is also in default for the following reason: n/a.

(use this paragraph only if applicable)

DQ121

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278



If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

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Very truly yours,

Heather Campbell
Loan Counselor
Ext. 73218

P.O. Box 19977
Jacksonville, Florida 32245-9977
Telephone 800/934-2121
Fax 904/457-3278

DQ122

VERIFICATION

KAREN DICKINSON- hereby states that she is Foreclosure Administrator of EquiCredit Corporation of America, the servicing agent for U.S. Bank National Association, the plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements made therein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



KAREN DICKINSON
Foreclosure Administrator

DATE: 7/14/00

FILED

JUL 24 2000

100th Rule pd \$10.00

William A. Shaw

Prothonotary

cc Sherry

THOMAS I. PULEO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION
VS
MCQUILLEN, PATRICK D.

00-854-CD

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW AUGUST 28, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT
SERVED, TIME EXPIRED" AS TO PATRICK D. MCQUILLEN AND SONDR
A. SCHMOKE-MCQUILLEN, DEFENDANTS. SEVERAL ATTEMPTS NEVER
HOME.

80.17 SHFF. HAWKINS PAID BY: *atty*
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

17th DAY OF November 2000
11/17/00

SO ANSWERS,

Chester A. Hawkins
by Marlyn Harr

CHESTER A. HAWKINS
SHERIFF

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

11/17/2000
01857
V. A. C. W.
Hawkins

THOMAS I. PULEO

IDENTIFICATION NO. 27615

1710 WALTON ROAD, SUITE 206
BLUE BELL, PENNSYLVANIA 19422
(610) 941-6050

ATTORNEY FOR

PLAINTIFF

U.S. BANK NATIONAL ASSOCIATION,
Trustee under Agreement dated August 1, 1999
(EQCC Home Equity Loan Trust 1999-3)
111 East Wacker Drive, Suite 3000
Chicago, Illinois 60611

v.

PATRICK D. McQUILLEN and
SONDRA L. SCHMOKE-McQUILLEN
RD #1 Box 47 Rt. 53
Morrisdale, PA 16858

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

No. 00-854-CO

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

JUL 24 2000

Attest:

William L. Hause
Prothonotary

"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. Meholic
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 comparecencia 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 SUFFICIENTE 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. Meholic (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

U.S. BANK NATIONAL ASSOCIATION,
Trustee under Agreement dated August 1, 1999
(EQCC Home Equity Loan Trust 1999-3)
111 East Wacker Drive, Suite 3000
Chicago, Illinois 60611

v.

PATRICK D. McQUILLEN and
SONDRA L. SCHMOKE-McQUILLEN
RD #1 Box 47 Rt. 53
Morrisdale, PA 16858

CLEARFIELD COUNTY
*COURT OF COMMON PLEAS
DIVISION*

TERM.

No.

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

1. Plaintiff, U.S. BANK NATIONAL ASSOCIATION, Trustee under Agreement dated August 1, 1999 (EQCC Home Equity Loan Trust 1999-3), is a corporation with offices at 111 East Wacker Drive, Suite 3000, Chicago, Illinois.
2. Defendants, PATRICK D. McQUILLEN and SONDRA L. SCHMOKE-McQUILLEN, are the mortgagors and real owners of premises RD #1 Box 47, Rt. 53, Township of Morris, Clearfield County, Pennsylvania, whose last known address is as stated above.

3. On the 18th day of June, 1999, the above named mortgagors made, executed and delivered a mortgage upon premises hereinafter described to EquiCredit Corporation of PA, which mortgage is recorded in the Office of the Recorder of Deeds for Clearfield County as Instrument #199910697.

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 \$46,750.00 payable in monthly installments with interest at the rate of 10.4% per annum. A copy of the said Note is attached hereto, made a part hereof and marked Exhibit "B".

6. The said mortgage was last assigned to U.S. BANK NATIONAL ASSOCIATION, Trustee under Agreement dated August 1, 1999 (EQCC Home Equity Loan Trust 1999-3), the plaintiff herein, by written assignment which is being recorded forthwith in the Office of the Recorder of Deeds for Clearfield County.

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 February 2000, and each month thereafter, up to and including the present time.

8. The following amounts are due on the mortgage:

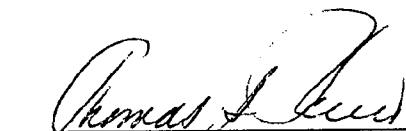
Principal	\$46,633.61
Interest at 10.4% per annum from 1/1/00 thru 6/30/00 (\$13.29 per diem)	2,418.78
Late charges accrued thru 6/30/00 (\$21.21/month)	86.05
Escrow advances	890.50
Attorney's fee (5%)	2,331.68
Title information certificate	<u>325.00</u>
 Total	 \$52,685.62

9. On May 12, 2000, plaintiff sent to defendants by certified mail Notice of Intention to Foreclose Mortgage in accordance with the provisions of Section 403 of Pennsylvania Act No. 6 of 1974, a true and

correct copy of which is attached hereto, made a part hereof and marked Exhibit "C".

10. On May 12, 2000, plaintiff sent to defendants by first class mail 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 "D". 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 \$52,685.62 plus interest, late charges, escrow amounts and costs to the date of judgment and foreclosure of the said mortgage.



THOMAS I. PULEO
Attorney for Plaintiff