

00-1022-CD
Norwest Bank vs Mark Biggie al

00

00-1022-CD
NORWEST BANK MINNESOTA, M.A. et al -vs- MARK A. BIGGIE et al

FEDERMAN AND PHELAN
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
TWO PENN CENTER PLAZA, SUITE 900
PHILADELPHIA, PA 19102
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

(u) NORWEST BANK MINNESOTA, N.A., AS TRUSTEE
OF AMRESCO RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 1998-2 UNDER THE
POOLING AND SERVICING AGREEMENT
DATED AS OF JUNE 1, 1998
505 SOUTH MAIN STREET, SUITE 6000
ORANGE, CA 92868

TERM

Plaintiff

v.

NO. 00-1022-C0

CLEARFIELD COUNTY

(u) MARK A. BIGGIE (u)
(u) ELEANOR M. BIGGIE (blue)
208 EAST PARK AVENUE
DUBOIS, PA 15801

Defendant(s)

CIVIL ACTION - LAW
MORTGAGE FORECLOSURE
NOTICE

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. **

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

FILED

Loan #: 0004178950

AUG 21 2000
111:05 AM
William A. Shaw
Prothonotary
1 CEN to Sherrin
PP
56-
07 11-13
1 CEN to Sherrin

1. Plaintiff is

NORWEST BANK MINNESOTA, N.A., AS TRUSTEE
OF AMRESCO RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 1998-2 UNDER THE
POOLING AND SERVICING AGREEMENT
DATED AS OF JUNE 1, 1998
505 SOUTH MAIN STREET, SUIT 6000
ORANGE, CA 92868

2. The name(s) and last known address (es) of the Defendant(s) are:

MARK A. BIGGIE
ELEANOR M. BIGGIE
208 EAST PARK AVENUE
DUBOIS, PA 15801

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 11/22/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to AMERIQUEST MORTGAGE COMPANY which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1891, Page 199. By Assignment of Mortgage recorded 5/30/00 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200007435.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 4/1/00 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

| | |
|---|-----------------|
| Principal Balance | \$20,737.77 |
| Interest | 1,175.02 |
| 3/1/00 through 8/1/00 (Per Diem \$7.63) | |
| Attorney's Fees | 800.00 |
| Cumulative Late Charges 11/22/97 to 8/1/00 | 55.71 |
| Cost of Suit and Title Search | <u>550.00</u> |
| Subtotal | 23,318.50 |
| Escrow | |
| Credit | 0.00 |
| Deficit | <u>2,310.68</u> |
| Subtotal | <u>2,310.68</u> |
| TOTAL | \$25,629.18 |

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

8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."

9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:

- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
- (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$25,629.18, together with interest from 8/1/00 at the rate of \$7.63 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


/s/ Frank Federman
 FRANK FEDERMAN, ESQUIRE
 Attorney for Plaintiff

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: June 10, 2000

TO: Mark A. Biggie
208 East Park Avenue
Du Bois, PA 15801-2240

Eleanor M. Biggie
208 East Park Avenue
Du Bois, PA 15801-2240

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

This is an official notice that the mortgage on your home is in default and the lender intends to foreclosure. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUEDE AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): Mark A. Biggie and Eleanor M. Biggie
PROPERTY ADDRESS: 2308 East Park Avenue - Du Bois, PA 15801-2240
LOAN ACCT. NO.: 0004178950
ORIGINAL LENDER: Ameriquest Mortgage Company
CURRENT LENDER/SERVICER: Ameriquest Mortgage Company

EXHIBIT A

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

EXHIBIT A

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: **2308 East Park Avenue - Du Bois, PA 15801-2240** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: 4/1/00 thru 6/1/00 at \$235.14 per month.

| | |
|--|-----------------|
| Monthly Payments Plus Late Charges Accrued | \$747.75 |
| NSF: | \$0.00 |
| Inspections: | \$0.00 |
| Other: | \$0.00 |
| (Suspense): | \$0.00 |
| Total amount to cure default | \$747.75 |

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$747.75, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: AMERIQUEST MORTGAGE COMPANY, 505 South Main Street, Suite 6000, Orange, CA 92868, Attention: Collections Department. You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

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

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

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

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

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

HOW TO CONTACT THE LENDER: **AMERIQUEST MORTGAGE COMPANY**

505 S. Main St. Suite 6000
Orange, CA 92868
Tel: (800) 430-5262 x 0739
Fax: (714) 835-0739

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

ASSUMPTION OF MORTGAGE-You may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

Very truly yours,

FEDERMAN AND PHELAN

Cc: Ameriquest Mortgage Company
Attn: Collections Department

Account No.: 0004178950

Mailed by 1st Class mail and by certified Mail No: 7000-0520-0014-1552-5346,5353

EXHIBIT A

**Pennsylvania Housing Finance Agency
Homeowner's Emergency Mortgage Assistance Program
Consumer Credit Counseling Agencies**
(Rev. 5/99)

CHESTER COUNTY

Acorn Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
FAX (215) 375-7830

HACE
167 W. Allegheny Ave, 2nd fl.
Philadelphia, PA 19140
(215) 426-8025
FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846
FAX (610) 565-8567

Tabor Community Services, Inc.
439 E. King Street
Lancaster, PA 17602
(717) 397-5182 OR 1 (800) 788-5062 (H. O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

Northwest Counseling Services
5001 N Broad Street
Philadelphia, PA 19141
(215) 324-7500
FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665
FAX (215) 563-7020

Community Housing Counseling Inc
P. O. Box 244
Kennett Square, PA 19348
(610) 444-3682
FAX (610) 444-8243

Phila Council For Community Adv.
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
FAX (215) 963-9941

Community Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
FAX (215) 744-2012

CCCS of Delaware Valley
Marshall Building
790 E Market St, Suite 215
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

845 Coates St
Coatesville, PA 19320
(888) 212-6741

144 E Dekalb Pike
King of Prussia, PA 19406
(610) 971-2210
FAX (610) 265-4814

755 York Rd, Suite 103
Warminster, PA 18974
(215) 444-9429
FAX (215) 956-6344

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
(412) 282-7812

CLEARFIELD COUNTY

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100
FAX (814) 944-5747

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (724) 465-5118

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

EXHIBIT A

ALL that certain lot or piece of land situate and lying in the City of DuBois,
Clearfield County, and Commonwealth of Pennsylvania, bounded and described as
follows, to-wit:

KNOWN as Lot No. 58 as per Long's Addition to DuBois, being about 73 1/2 feet wide
on Harbach Avenue, now Park Avenue, by 150 feet deep to an alley, and about 77 1/2 -
feet wide on said alley; bounded on the North by Harbach Avenue, now Park Avenue,
on the East by land formerly of John DuBois; on the South by an alley; and on the
West by Lot No. 59 in said Addition.

PARCEL #7.2.4-997
DBV. 1458 PAGE 283.

PREMISES: 208 EAST PARK AVENUE

VERIFICATION

Priscilla Clark hereby states that he/she is Foreclosure Specialist of Ameriquest mortgage servicing agent for Plaintiff in this matter, that he/she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

DATE: 8/16/00

Priscilla Clark

Priscilla Clark, Foreclosure Specialist

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
Two Penn Center Plaza - Suite 900
Philadelphia, PA 19102
(215) 563-7000

Attorney for Plaintiff

NORWEST BANK MINNESOTA, N.A., AS
TRUSTEE OF AMRESCO RESIDENTIAL
SECURITIES CORPORATION, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
JUNE 1, 1998
505 SOUTH MAIN STREET, SUITE 6000
ORANGE, CA 92868
Plaintiff
vs.
MARK A. BIGGIE
C/O TRIANGLE AUTO SPRING
MALONEY ROAD
DUBOIS, PA 15801
ELEANOR M. BIGGIE
C/O GATEWAY GARDENS
301 MAPLE AVENUE
DUBOIS, PA 15801
Defendant(s)

FILED

OCT 24 2000

William A. Shaw
Prothonotary

PRAEICE FOR JUDGMENT FOR FAILURE TO ANSWER AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against MARK A. BIGGIE and ELEANOR M. BIGGIE, Defendant(s), for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

| | |
|------------------------------------|--------------------|
| As set forth in Complaint | \$25,629.18 |
| Interest 8/1/00 to 10/23/00 | <u>\$640.92</u> |
| TOTAL | \$26,270.10 |

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached. *[Signature]*

, copy attached.
Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE:

PRO PROTHY

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. **

FEDERMAN AND PHELAN
Frank Federman, Esquire
Identification No. 12248
Two Penn Center Plaza
Suite 900
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

NORWEST BANK MINNESOTA, N.A.,
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998
Plaintiff

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 00-1022-CD

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant(s)

TO: MARK A. BIGGIE
C/O TRIANGLE AUTO SPRING,
MALONEY ROAD
DUBOIS, PA 15801

DATE OF NOTICE: OCTOBER 9, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written
appearance personally or by attorney and file in writing with the
court your defenses or objections to the claims set forth against
you. Unless you act within ten (10) days from the date of this
notice, a Judgment may be entered against you without a hearing
and you may lose your property or other important rights. You
should take this notice to a lawyer at once. If you do not have a
lawyer or cannot afford one, go to or telephone the following
office to find out where you can get legal help:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
Frank Federman, Esquire
Identification No. 12248
Two Penn Center Plaza
Suite 900
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

NORWEST BANK MINNESOTA, N.A.,
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998
Plaintiff

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant

TO: ELEANOR M. BIGGIE
C/O GATEWAY GARDENS
301 MAPLE AVENUE
DUBOIS, PA 15801

FILE COPY

DATE OF NOTICE: OCTOBER 9, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
Frank Federman, Esquire
Identification No. 12248
Two Penn Center Plaza
Suite 900
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

NORWEST BANK MINNESOTA, N.A.,
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998
Plaintiff

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 00-1022-CD

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant(s)

TO: **MARK A. BIGGIE**
208 EAST PARK AVENUE
DUBOIS, PA 15801

FILE COPY

DATE OF NOTICE: OCTOBER 9, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written
appearance personally or by attorney and file in writing with the
court your defenses or objections to the claims set forth against
you. Unless you act within ten (10) days from the date of this
notice, a Judgment may be entered against you without a hearing
and you may lose your property or other important rights. You
should take this notice to a lawyer at once. If you do not have a
lawyer or cannot afford one, go to or telephone the following
office to find out where you can get legal help:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
Frank Federman, Esquire
Identification No. 12248
Two Penn Center Plaza
Suite 900
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

NORWEST BANK MINNESOTA, N.A.,
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998
Plaintiff

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant

TO: ELEANOR M. BIGGIE
208 EAST PARK AVENUE
DUBOIS, PA 15801

FILE COPY

DATE OF NOTICE: OCTOBER 9, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed to enter a written
appearance personally or by attorney and file in writing with the
court your defenses or objections to the claims set forth against
you. Unless you act within ten (10) days from the date of this
notice, a Judgment may be entered against you without a hearing
and you may lose your property or other important rights. You
should take this notice to a lawyer at once. If you do not have a
lawyer or cannot afford one, go to or telephone the following
office to find out where you can get legal help:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
Two Penn Center Plaza - Suite 900
Philadelphia, PA 19102
(215) 563-7000

Attorney for Plaintiff

NORWEST BANK MINNESOTA, N.A.,
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998
505 SOUTH MAIN STREET, SUITE
6000
ORANGE, CA 92868
Plaintiff

: CLEARFIELD COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 00-1022-CD
:
:
:
:
:
:
:
:

MARK A. BIGGIE
ELEANOR M. BIGGIE
TRIANGLE AUTO SPRING,
MALONEY ROAD
DUBOIS, PA 15801
Defendant(s)

CERTIFICATION

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

- () an FHA mortgage
- () non-owner occupied
- () vacant
- (X) Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

FEDERMAN and PHELAN
By: FRANK FEDERMAN
Identification No. 12248
Suite 900
Two Penn Center Plaza
Philadelphia, PA 19102
(215) 563-7000

Attorney for Plaintiff

**NORWEST BANK MINNESOTA, N.A., AS
TRUSTEE OF AMRESCO RESIDENTIAL
SECURITIES CORPORATION, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
JUNE 1, 1998**

Plaintiff

vs.

**MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant(s)**

: CLEARFIELD COUNTY
: Court of Common Pleas
: CIVIL DIVISION
: NO. 00-1022-CD
:

VERIFICATION OF NON-MILITARY SERVICE

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

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended

(b) that defendant **MARK A. BIGGIE** is over 18 years of age and resides at **TRIANGLE AUTO SPRING, MALONEY ROAD, DUBOIS, PA 15801**.

(c) that defendant **ELEANOR M. BIGGIE** is over 18 years of age, and resides at **GATEWAY GARDENS, 301 MAPLE AVENUE, DUBOIS, PA 15801**.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.


FRANK FEDERMAN
Attorney for Plaintiff

(Rule of Civil Procedure No. 236 – Revised)

**NORWEST BANK MINNESOTA, N.A., AS
TRUSTEE OF AMRESCO RESIDENTIAL
SECURITIES CORPORATION, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
JUNE 1, 1998**

Plaintiff

vs.

**MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant(s)**

**: CLEARFIELD COUNTY
: Court of Common Pleas
: CIVIL DIVISION
: NO. 00-1022-CD
:
:
:
:**

Notice is given that a Judgment in the above captioned matter has been entered against you on
OCTOBER , 2000.

By _____ DEPUTY

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE
Attorney for Filing Party
SUITE 900
TWO PENN CENTER PLAZA
PHILADELPHIA, PA 19102
(215) 563-7000

****THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS IS NOT
AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY
ENFORCEMENT OF A LIEN AGAINST PROPERTY. ****

FILED

NO

CC

Oct 24 2000 Atty Pd
Oct 24 2000 Atty Pd
20.00

William A. Shaw
Prothonotary

Notice to Def

E. Biggs

Statement to

PLFF

E. Biggs

FRANK FEDERMAN

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORWEST BANK MINNESOTA, N.A.
VS
BIGGIE, MARK A.

00-1022-CD

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW SEPTEMBER 11, 2000 AT 5:21 PM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON MARK A. BIGGIE,
DEFENDANT AT EMPLOYMENT, TRIANGLE AUTO SPRING, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK BIGGIE A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER

NOW SEPTEMBER 11, 2000 AT 6:00 PM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON ELEANOR M. BIGGIE,
DEFENDANT AT GATEWAY GARDENS, DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO ELEANOR BIGGIE A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

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

SWORN TO BEFORE ME THIS

SO ANSWERS,

DAY OF _____ 2000

CHESTER A. HAWKINS
SHERIFF

Y900

SEP 15 2000

SEP 15 2000

COPY

(Rule of Civil Procedure No. 236 – Revised)

NORWEST BANK MINNESOTA, N.A., AS
TRUSTEE OF AMRESCO RESIDENTIAL
SECURITIES CORPORATION, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
JUNE 1, 1998

Plaintiff

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant(s)

: CLEARFIELD COUNTY

:

: Court of Common Pleas

:

: CIVIL DIVISION

:

: NO. 00-1022-CD

:

:

:

Notice is given that a Judgment in the above captioned matter has been entered against you on
OCTOBER 24, 2000.

By William J. Flanagan DEPUTY

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE

Attorney for Filing Party

SUITE 900

TWO PENN CENTER PLAZA

PHILADELPHIA, PA 19102

(215) 563-7000

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. **

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
Two Penn Center Plaza - Suite 900
Philadelphia, PA 19102
(215) 563-7000

COPY

Attorney for Plaintiff

NORWEST BANK MINNESOTA, N.A., AS
TRUSTEE OF AMRESCO RESIDENTIAL
SECURITIES CORPORATION, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
JUNE 1, 1998
505 SOUTH MAIN STREET, SUITE 6000
ORANGE, CA 92868
Plaintiff
vs.
MARK A. BIGGIE
C/O TRIANGLE AUTO SPRING
MALONEY ROAD
DUBOIS, PA 15801
ELEANOR M. BIGGIE
C/O GATEWAY GARDENS
301 MAPLE AVENUE
DUBOIS, PA 15801
Defendant(s)

PRAEICE FOR JUDGMENT FOR FAILURE TO ANSWER AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against MARK A. BIGGIE and ELEANOR M. BIGGIE, Defendant(s), for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

| | |
|------------------------------------|--------------------|
| As set forth in Complaint | \$25,629.18 |
| Interest <u>8/1/00 to 10/23/00</u> | <u>\$640.92</u> |
| TOTAL | \$26,270.10 |

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) notice has been given in accordance with Rule 237.1, copy attached. 7 1

and Defendant(s) are as shown above,
copy attached.
Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE:

PRO PROTHY

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

FEDERMAN AND PHELAN
Frank Federman, Esquire
Identification No. 12248
Two Penn Center Plaza
Suite 900
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

NORWEST BANK MINNESOTA, N.A.,
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998
Plaintiff

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 00-1022-CD

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant(s)

TO: MARK A. BIGGIE
C/O TRIANGLE AUTO SPRING,
MALONEY ROAD
DUBOIS, PA 15801

DATE OF NOTICE: OCTOBER 9, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written
appearance personally or by attorney and file in writing with the
court your defenses or objections to the claims set forth against
you. Unless you act within ten (10) days from the date of this
notice, a Judgment may be entered against you without a hearing
and you may lose your property or other important rights. You
should take this notice to a lawyer at once. If you do not have a
lawyer or cannot afford one, go to or telephone the following
office to find out where you can get legal help:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
Frank Federman, Esquire
Identification No. 12248
Two Penn Center Plaza
Suite 900
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

NORWEST BANK MINNESOTA, N.A.,
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998

Plaintiff

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant

TO: ELEANOR M. BIGGIE
C/O GATEWAY GARDENS
301 MAPLE AVENUE
DUBOIS, PA 15801

DATE OF NOTICE: OCTOBER 9, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written
appearance personally or by attorney and file in writing with the
court your defenses or objections to the claims set forth against
you. Unless you act within ten (10) days from the date of this
notice, a Judgment may be entered against you without a hearing
and you may lose your property or other important rights. You
should take this notice to a lawyer at once. If you do not have a
lawyer or cannot afford one, go to or telephone the following
office to find out where you can get legal help:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
Frank Federman, Esquire
Identification No. 12248
Two Penn Center Plaza
Suite 900
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

NORWEST BANK MINNESOTA, N.A.,
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998
Plaintiff

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant(s)

TO: MARK A. BIGGIE
208 EAST PARK AVENUE
DUBOIS, PA 15801

FILE COPY

DATE OF NOTICE: OCTOBER 9, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
Frank Federman, Esquire
Identification No. 12248
Two Penn Center Plaza
Suite 900
Philadelphia, PA 19102-1799
(215) 563-7000

ATTORNEY FOR PLAINTIFF

NORWEST BANK MINNESOTA, N.A.,
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998
Plaintiff

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 00-1022-CD

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant

TO: ELEANOR M. BIGGIE
208 EAST PARK AVENUE
DUBOIS, PA 15801

DATE OF NOTICE: OCTOBER 9, 2000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written
appearance personally or by attorney and file in writing with the
court your defenses or objections to the claims set forth against
you. Unless you act within ten (10) days from the date of this
notice, a Judgment may be entered against you without a hearing
and you may lose your property or other important rights. You
should take this notice to a lawyer at once. If you do not have a
lawyer or cannot afford one, go to or telephone the following
office to find out where you can get legal help:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
Two Penn Center Plaza - Suite 900
Philadelphia, PA 19102
(215) 563-7000

Attorney for Plaintiff

NORWEST BANK MINNESOTA, N.A.,
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998
505 SOUTH MAIN STREET, SUITE
6000
ORANGE, CA 92868
Plaintiff

: CLEARFIELD COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 00-1022-CD
:
:
:
:
:
:
:
:

MARK A. BIGGIE
ELEANOR M. BIGGIE
TRIANGLE AUTO SPRING,
MALONEY ROAD
DUBOIS, PA 15801
Defendant(s)

CERTIFICATION

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

- () an FHA mortgage
- () non-owner occupied
- () vacant
- (X) Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

FEDERMAN and PHELAN
By: FRANK FEDERMAN
Identification No. 12248
Suite 900
Two Penn Center Plaza
Philadelphia, PA 19102
(215) 563-7000

Attorney for Plaintiff

**NORWEST BANK MINNESOTA, N.A., AS
TRUSTEE OF AMRESCO RESIDENTIAL
SECURITIES CORPORATION, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
JUNE 1, 1998**

Plaintiff

vs.

**MARK A. BIGGIE
ELEANOR M. BIGGIE
Defendant(s)**

: CLEARFIELD COUNTY
:
: Court of Common Pleas
:
: CIVIL DIVISION
:
: NO. 00-1022-CD
:
:

VERIFICATION OF NON-MILITARY SERVICE

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

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended

(b) that defendant **MARK A. BIGGIE** is over 18 years of age and resides at **TRIANGLE AUTO SPRING, MALONEY ROAD, DUBOIS, PA 15801**.

(c) that defendant **ELEANOR M. BIGGIE** is over 18 years of age, and resides at **GATEWAY GARDENS, 301 MAPLE AVENUE, DUBOIS, PA 15801**.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.


FRANK FEDERMAN
Attorney for Plaintiff

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

COPY

Norwest Bank of Minnesota, N.A.
Plaintiffs (s)

Docket: 282

No.: 00-1022-CD

Real Debt: \$26,270.10

Atty's Comm:

Vs.

Costs: \$

Int. From:

Mark A. Biggie and
Eleanor M. Biggie
Defendant (s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 24, 2000

Expires: October 24, 2005

Certified from the record this 24th day of October, 2000.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

NORWEST BANK MINNESOTA, N.A. : CLEARFIELD
AS TRUSTEE OF AMRESCO. :
RESIDENTIAL SECURITIES : COURT OF COMMON
CORPORATION, MORTGAGE PASS- : PLEAS
THROUGH CERTIFICATES, SERIES :
1998-2 UNDER THE POOLING AND : CIVIL DIVISION
SERVICING AGREEMENT DATED AS :
OF JUNE 1, 1998 : NO. 00-1022-CD
:
:

Plaintiff

vs.

16 MARK A. BIGGIE
36 ELEANOR M. BIGGIE
C/O TRIANGLE AUTO SPRING
MALONEY ROAD
DUBOIS, PA 15801

Defendant(s)

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

| | |
|--|--------------------|
| Amount Due | \$ 26,270.10 |
| Interest from to (sale date) (per diem - \$4.32) | \$ _____ and Costs |

Frank Feder
FRANK FEDERMAN, ESQUIRE
TWO PENN CENTER PLAZA
SUITE 900
PHILADELPHIA, PA 19102
Attorney for Plaintiff

Note: Please attach description of property.

FILED

NOV 01 2000

William A. Shaw
Prothonotary

No. 00-1022-C1, Term
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NORWEST BANK MINNESOTA, N.A. AS
TRUSTEE OF AMRESCO RESIDENTIAL
SECURITIES CORPORATION, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 1998-2 UNDER THE POOLING
AND SERVICING AGREEMENT DATED AS OF JUNE 1, 1998

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE

PRAECLYPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Mark Jelen

Attorney for Plaintiff

Address: C/O TRIANGLE AUTO SPRING
MALONEY ROAD, DUBOIS, PA 15801
Where papers may be served.

ALL THAT CERTAIN lot or piece of land situate and lying in the City of DuBois, Clearfield County and Commonwealth of Pennsylvania bounded and described as follows, to wit:

KNOWN as Lot No. 58 as per Long's Addition to DeBois, being about 73-1/2 feet wide on Harbach Avenue, now Park Avenue, by 150 feet deep to an alley and about 77-1/2 feet wide on said alley; bounded on the North by Harbach Avenue, now Park Avenue, on the East by land formerly of John DuBois; on the South by an alley; and on the West by Lot No. 59 in said addition.

BEING Tax No. 7.2-4.997.

TITLE TO SAID PREMISES IS VESTED IN Mark A. Biggie and Eleanor M. Biggie, husband and wife by Deed from Mark A. Biggie and Eleanor M. Biggie, husband and wife dated 11/22/97 recorded 12/1/97 in Record Book Volume 1891 page 196.

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

NORWEST BANK MINNESOTA, N.A. : CLEARFIELD
AS TRUSTEE OF AMRESCO :
RESIDENTIAL SECURITIES : COURT OF COMMON
CORPORATION, MORTGAGE PASS- : PLEAS
THROUGH CERTIFICATES, SERIES :
1998-2 UNDER THE POOLING AND : CIVIL DIVISION
SERVICING AGREEMENT DATED AS :
OF JUNE 1, 1998 : NO. 00-1022-CD

Plaintiff

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
C/O TRIANGLE AUTO SPRING
MALONEY ROAD
DUBOIS, PA 15801

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA:

CCOUNTY OF WYOMING:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Premises 208 EAST PARK AVENUE, DUBOIS, PA 15801
(see attached legal description)

| | |
|--|---|
| Amount Due | \$ 26,270.10 |
| Interest from to (sale date) (per diem - \$4.32) | \$ _____ |
| Total | \$ _____ Plus Costs as endorsed. 100.- COSTS PAID TO PROTHONOTARY |

Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: Nov. 1, 2000
(Seal)

No. 00-1022-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NORWEST BANK MINNESOTA, N.A. AS
TRUSTEE OF AMRESCO RESIDENTIAL
SECURITIES CORPORATION, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 1998-2 UNDER THE POOLING
AND SERVICING AGREEMENT DATED AS OF JUNE 1, 1998

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Mark Zeller

Attorney for Plaintiff

Address: C/O TRIANGLE AUTO SPRING
MALONEY ROAD, DUBOIS, PA 15801
Where papers may be served.

ALL THAT CERTAIN lot or piece of land situate and lying in the City of DuBois, Clearfield County and Commonwealth of Pennsylvania bounded and described as follows, to wit:

KNOWN as Lot No. 58 as per Long's Addition to DeBois, being about 73-1/2 feet wide on Harbach Avenue, now Park Avenue, by 150 feet deep to an alley and about 77-1/2 feet wide on said alley; bounded on the North by Harbach Avenue, now Park Avenue, on the East by land formerly of John DuBois; on the South by an alley; and on the West by Lot No. 59 in said addition.

BEING Tax No. 7.2-4.997.

TITLE TO SAID PREMISES IS VESTED IN Mark A. Biggie and Eleanor M. Biggie, husband and wife by Deed from Mark A. Biggie and Eleanor M. Biggie, husband and wife dated 11/22/97 recorded 12/1/97 in Record Book Volume 1891 page 196.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RE: NORWEST BANK MINNESOTA, N.A.
AS TRUSTEE OF AMRESCO RESIDENTIAL
SECURITIES CORPORATION, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED
AS OF JUNE 1, 1998) CIVIL ACTION
)
vs.

MARK A. BIGGIE) CIVIL DIVISION
ELEANOR M. BIGGIE) NO. 00-1022-CD

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:
)

I, FRANK FEDERMAN, ESQUIRE attorney for NORWEST BANK
MINNESOTA, N.A. AS TRUSTEE OF AMRESCO RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998 hereby verify that on NOVEMBER 15, 2000 true and correct copies
of the Notice of Sheriff's sale were served by certificate of mailing to the recorded
lienholders, and any known interested party see Exhibit "A" attached hereto. Notice of
Sale was sent to the Defendant(s) on NOVEMBER 15, 2000 by certified mail return
receipt requested see Exhibit "B" attached hereto.

FILED

DEC 26 2000

William A. Shaw
Prothonotary

DATE: December 22, 2000

Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

P 969 054 874

TO:

MARK A. BIGGIE
C/O TRIANGLE AUTO SPRING
MALONEY ROAD
DUBOIS, PA 15801

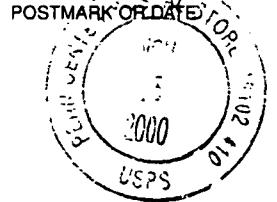
SENDER: GMW

REFERENCE: BIGGIE.M.

PS FORM 3800, SEPTEMBER 1995

| | | |
|---------------------------------------|------------------------|------|
| RETURN RECEIPT SERVICE | Postage | 2.65 |
| | Certified Fee | 0.00 |
| | Return Receipt Fee | 0.00 |
| | | 0.00 |
| | Restricted Delivery | 2.75 |
| | Total Postage and Fees | 5.95 |

US Postal Service



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for International Mail

P 969 054 875

TO:

ELEANOR M. BIGGIE
C/O GATEWAY GARDENS
301 MAPLE AVENUE
DUBOIS, PA 15801

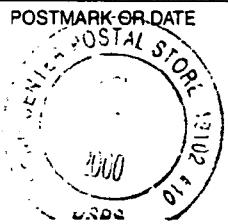
SENDER: GMW

REFERENCE: BIGGIE.E.

PS FORM 3800, SEPTEMBER 1995

| | | |
|---------------------------------------|------------------------|------|
| RETURN RECEIPT SERVICE | Postage | 2.65 |
| | Certified Fee | 0.00 |
| | Return Receipt Fee | 0.00 |
| | | 0.00 |
| | Restricted Delivery | 2.75 |
| | Total Postage and Fees | 5.95 |

US Postal Service



**Receipt for
Certified Mail**

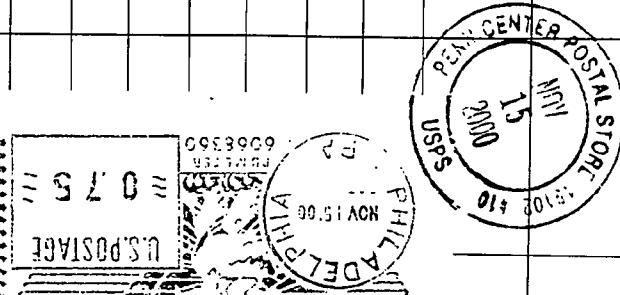
No Insurance Coverage Provided
Do not use for International Mail

Name and
Address
of Sender

Federman and Phelan, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814



| Line | Article Number | Name of Addressee, Street, and City Where Mailed | Postage | Face |
|---|---|--|---|------|
| 1 | XXXX | NATIONAL FUEL GAS DISTRIBUTION 800 STATE STREET ERIE, PA 16507 | | |
| 2 | XXXX | CLEARFIELD COUNTY DOMESTIC RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830 | | |
| 3 | XXXX | TENANT/OCCUPANT 208 EAST PARK AVENUE DUBOIS, PA 15801 | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | BIGGIE, M. | | |
| | | GMW | | |
| Total Number of Pieces, Listed by Sender | Total Number of Pieces Received at Post Office | Postmaster, Per Name of Receiving Employee | <p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$300,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900.591.3 and S921 for limitations of coverage.</p> | |
| 3 | (Signature) | (Signature) | | |



AFFIDAVIT OF SERVICE - CLEARFIELD

PLAINTIFF NORWEST BANK MINNESOTA, N.A. AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES CORPORATION, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF JUNE 1, 1998

COURT NO. 00-1022-CD

DEFENDANT MARK A. BIGGIE

TYPE OF ACTION

Mortgage Foreclosure

Eviction

Civil Action

SERVE AT C/O TRIANGLE AUTO SPRING, MALONEY ROAD,xxx
DUBOIS, PA 15801 Notice of Sheriff's
Sale - DATE 02/02/01

SERVED

served and made known to Mark A. Biggie, Defendant on the 22nd day of
Nov, 2000, at 910 o'clock, A M., at
, County of Clearfield, Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served.

Adult family member with whom Defendant(s) reside(s). ELEANOR M. Biggie
Relationship is Wife.
 Adult in charge of Defendant's residence who refused to give name/relationship.
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant's office or usual place of business.
 an officer of said defendant company.

Other:

Description: Age 31 Height 5'4 Weight 120 Race W Sex F Other _____

I, Anton Eshet, competent adult, being duly sworn according to law, depose and state that
I personally handed to ELEANOR BIGGIE a true and correct copy of the
issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 22nd day
of November, 2000.

Notary: NOTARY PUBLIC
ANTON ESHET
State College, PA Centre County
My Commission Expires July 30, 2004

On the _____ day of _____, 200____, at _____ o'clock
M., Defendant NOT FOUND because:

Moved Unknown No Answer Vacant

Other:

Sworn to and subscribed
before me this _____ day
of _____, 200____.

By:

Notary:

FRANK FEDERMAN, ESQUIRE - I.D.#12248
Two Penn Center Plaza - Suite 900
Philadelphia, PA 19102
(215) 563-7000

FILED

DEC 26 2000

William A. Shaw
Prothonotary

11/15 NOV 17 REC'D

FILED
DEC 26 2000 12:33 PM NO CC
William A. Sharpen
Prothonotary

NOV 17 1965

FRANK FEDELMAN, ESGUIURE - I.D. #12248
Two Penn Centre Plaza - Suite 900
Philadelphia, PA 19102
(215) 563-7000

William A. Shaw
Protchnotary

00026200

FILED

କବିତା

Notary:

Sworn to and subscribed before me this _____, 200_____.
of _____ day

ଓব্যেচ

_____ Moved _____ Unknown _____ No Answer _____ Vacant _____

M., Defendant NOT FOUND because:

λ_B

200 ^{at} o'clock

A line drawing of a toothed jaw. On the left, a single, large, recurved tooth is shown. On the right, a cross-section of the root is depicted, showing a central cavity and a wavy outer boundary.

sworn to and subscribed
before me this 22nd day

I, Competent Adult, sworn according to Law, depose and state that I personally handed to Deputy Sheriff a copy of the captioned case on the date and at the address indicated above.

31 Description: Age 31 Height 5-4 Weight 120 Race W Sex F Other

Others: _____

Adult in charge of Defendant's residence who refused to give name/relationship.
Manager/Clerk of place of lodging in which Defendant(s) resided(s).
Agent or person in charge of Defendant's office or usual place of business.
an officer of said defendant company.

SERVED

PLATINUM LIFE NORWEST BANK MINNESOTA, N.A. AS TRUSTEE OF AMRESCO RESIDENTIAL SECURITIES CORPORATION, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 1998-2 UNDERR THE POOLING AND SERVICING AGREEMENT DATED AS OF JUNE 1, 1998 DEFENDANT ELEANOR M. BIGGIE COURT NO. 00-1022-CD

AFIDAVIT OF SERVICE - CLEARED

PROTECTION
William A. Shaw
DEC 26 2000
MURKIN
FILED
NO CC

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

NORWEST BANK MINNESOTA, N.A.
AS TRUSTEE OF AMRESCO
RESIDENTIAL SECURITIES
CORPORATION, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
1998-2 UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS
OF JUNE 1, 1998

: CLEARFIELD
: :
: COURT OF COMMON
: PLEAS
: :
: CIVIL DIVISION
: :
: NO. 00-1022-CD

Plaintiff

vs.

MARK A. BIGGIE
ELEANOR M. BIGGIE
C/O TRIANGLE AUTO SPRING
MALONEY ROAD
DUBOIS, PA 15801

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF WYOMING:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Premises 208 EAST PARK AVENUE, DUBOIS, PA 15801
(see attached legal description)

Amount Due \$ 26,270.10

Interest from _____
to (sale date)
(per diem - \$4.32)

Total \$ Plus Costs as endorsed.

100. - COSTS PAID TO PROTHONOTARY

RECEIVED NOV 2 2000

@ 8:35 AM

Wesler A. Shaw
by Margaret H. Pott

Dated: Nov. 1, 2000
(Seal)


Clerk
WILLIAM A. SHAW Office of Prothonotary
Prothonotary Common Pleas Court of
My Commission Expires 1st Monday in Jan. 2002
CLEARFIELD County, PA
Clearfield Co., Clearfield, PA.

ALL THAT CERTAIN lot or piece of land situate and lying in the City of DuBois, Clearfield County and Commonwealth of Pennsylvania bounded and described as follows, to wit:

KNOWN as Lot No. 58 as per Long's Addition to DeBois, being about 73-1/2 feet wide on Harbach Avenue, now Park Avenue, by 150 feet deep to an alley and about 77-1/2 feet wide on said alley; bounded on the North by Harbach Avenue, now Park Avenue, on the East by land formerly of John DuBois; on the South by an alley; and on the West by Lot No. 59 in said addition.

BEING Tax No. 7.2-4.997.

TITLE TO SAID PREMISES IS VESTED IN Mark A. Biggie and Eleanor M. Biggie, husband and wife by Deed from Mark A. Biggie and Eleanor M. Biggie, husband and wife dated 11/22/97 recorded 12/1/97 in Record Book Volume 1891 page 196.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10372

NORWEST BANK MINNESOTA, N.A. AS TRUSTEE ET AL

00-1022-CD

VS.
BIGGIE, MARK A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 9, 2000, AT 10:20 AM A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

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

NOW, NOVEMBER 9, 2000, AT 10:40 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MARK A. BIGGIE, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, TRIANGLE SPRING COMPANY, MAHONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO MARK A. BIGGIE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 9, 2000, AT 10:55 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ELEANOR M. BIGGIE, DEFENDANT, AT HER PLACE OF RESIDENCE, GARDEN GROVE TOWNHOUSES, APT. 24, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO ELEANOR M. BIGGIE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, FEBRUARY 2, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10372

NORWEST BANK MINNESOTA, N.A. AS TRUSTEE ET AL

00-1022-CD

VS.
BIGGIE, MARK A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, MARCH 20, 2001, RETURN WRIT AS A SALE BEING HELD, WITH THE
PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS.
COSTS WERE PAID FROM ADVANCE, MADE REFUND OF UNUSED ADVANCE TO THE
ATTORNEY.**

**SHERIFF HAWKINS \$199.76
SURCHARGE \$ 40.00
PAID BY ATTORNEY**

FILED

MAR 20 2001

013:12 p.m.

William A. Shaw

Prothonotary

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

Sworn to Before Me This

20th Day Of March, 2001
William A. Shaw

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

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW FEBRUARY 5, 2001 by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the 5th day of FEBRUARY 2001, I exposed the within described real estate of MARK A. BIGGIE AND ELEANOR M. BIGGIE

to public venue or outcry at which time and place I sold the same to NORWEST BANK MINNESOTA et al he being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

| | \$ |
|---------------------|------------|
| RDR | 15.00 |
| SERVICE | 15.00 |
| MILEAGE | 9.88 |
| LEVY | 15.00 |
| MILEAGE | 9.88 |
| POSTING | 15.00 |
| CSDS | 10.00 |
| COMMISSION 2% | |
| POSTAGE | .04 + 3.96 |
| HANDBILLS | 15.00 |
| DISTRIBUTION | 25.00 |
| ADVERTISING | 15.00 |
| ADD'L SERVICE | 15.00 |
| DEED | 30.00 |
| ADD'L POSTING | |
| ADD'L MILEAGE | |
| ADD'L LEVY | |
| BID | 1.00 |
| RETURNS/DEPUTIZE | |
| COPIES | 5.00 |
| TOTAL SHERIFF COSTS | \$ 199.76 |

DEED COSTS:

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

TRANSFER TAX 2% -----

TOTAL DEED COSTS \$ 20.50

DEBT & INTEREST:

| | |
|-------------------|--------------------|
| AMOUNT DUE | \$ 26,270.10 |
| INTEREST PER DIEM | \$4.32 TO BE ADDED |

| | |
|-------|----|
| TOTAL | \$ |
|-------|----|

COSTS:

| | |
|---------------------------|-----------|
| ATTORNEY FEES | |
| PRO SATISFACTION | |
| ADVERTISING | \$ 449.28 |
| LATE CHARGE & FEES | |
| TAXES-Collector | |
| TAXES-Tax Claim | |
| COSTS OF SUIT-TO BE ADDED | \$ |
| LIST OF LIENS | \$ 100.00 |
| MORTGAGE SEARCH | \$ 35.00 |
| ACKNOWLEDGMENT | \$ |
| COST | \$ 100.00 |
| ATTORNEY COMMISSION | |
| SHERIFF COSTS | \$ 199.76 |
| LEGAL JOURNAL | \$ 74.25 |
| REFUND OF ADVANCE | \$ |
| REFUND OF SURCHARGE | \$ |
| DEED COSTS | \$ 20.50 |

| | |
|-------------|-----------|
| TOTAL COSTS | \$ 978.79 |
|-------------|-----------|

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

CHESTER A. HAWKINS, SHERIFF

COPY

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
F.R.C.P. 3180 TO 3183 AND Rule 3257

NORWEST BANK MINNESOTA, N.A. : CLEARFIELD
AS TRUSTEE OF AMRESCO :
RESIDENTIAL SECURITIES : COURT OF COMMON
CORPORATION, MORTGAGE PASS- : PLEAS
THROUGH CERTIFICATES, SERIES :
1998-2 UNDER THE POOLING AND : CIVIL DIVISION
SERVICING AGREEMENT DATED AS :
OF JUNE 1, 1998 : NO. 00-1022-CD

Plaintiff :

vs. :

MARK A. BIGGIE :
ELEANOR M. BIGGIE :
C/O TRIANGLE AUTOC SPRING :
MALONEY ROAD :
DUBOIS, PA 15801 :

Defendant(s) :

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF WYOMING:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Premises 203 EAST PARK AVENUE, DUBOIS, PA 15801
(see attached legal description)

| | |
|--|--------------|
| Amount Due | \$ 26,270.10 |
| Interest from to (sale date) (per diem - \$4.32) | \$ _____ |
| Total | \$ _____ |

Plus Costs as endorsed.

100. - COSTS PAID TO PROTHONOTARY


Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

RECEIVED NOV 2 2000

(at 8:35 AM)

W. Chester A. Hawkins
By Margaret H. Ditt

Dated: Nov. 1, 2000
(Seal)

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10372

NORWEST BANK MINNESOTA, N.A. AS TRUSTEE ET AL

00-1022-CD

VS.

BIGGIE, MARK A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 9, 2000, AT 10:20 AM A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

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

NOW, NOVEMBER 9, 2000, AT 10:40 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MARK A. BIGGIE, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, TRIANGLE SPRING COMPANY, MAHONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO MARK A. BIGGIE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, NOVEMBER 9, 2000, AT 10:55 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ELEANOR M. BIGGIE, DEFENDANT, AT HER PLACE OF RESIDENCE, GARDEN GROVE TOWNHOUSES, APT. 24, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO ELEANOR M. BIGGIE, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, FEBRUARY 2, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10372

NORWEST BANK MINNESOTA, N.A. AS TRUSTEE ET AL

00-1022-CD

VS.

BIGGIE, MARK A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 20, 2001, RETURN WRIT AS A SALE BEING HELD, WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS. COSTS WERE PAID FROM ADVANCE, MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

**SHERIFF HAWKINS \$199.76
SURCHARGE \$ 40.00
PAID BY ATTORNEY**

NOW, AUGUST 24, 2001, DEED WAS FILED THIS DATE, DUBOIS CITY SEAL WAS ATTACHED AUGUST 23, 2001.

FILED

AUG 24 2001

011:11am

**William A. Shaw
Prothonotary**

*ER
KZL*

Sworn to Before Me This

24th Day Of August 2001

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

So Answers,

***Chester Hawkins*
By Margaret H. Pitt
Chester A. Hawkins
Sheriff**

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW FEBRUARY 5, 2001 by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the 5th day of FEBRUARY 2001, I ex-posed the within described real estate of MARK A. BIGGIE AND ELEANOR M. BIGGIE

to public venue or outcry at which time and place I sold the same to NORWEST BANK MINNESOTA et al he being the highest bidder, for the sum of \$ 1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

| | \$ |
|---------------------|------------|
| RDR | 15.00 |
| SERVICE | 15.00 |
| MILEAGE | 9.88 |
| LEVY | 15.00 |
| MILEAGE | 9.88 |
| POSTING | 15.00 |
| CSDS | 10.00 |
| COMMISSION 2% | |
| POSTAGE | .04 + 3.96 |
| HANDBILLS | 15.00 |
| DISTRIBUTION | 25.00 |
| ADVERTISING | 15.00 |
| ADD'L SERVICE | 15.00 |
| DEED | 30.00 |
| ADD'L POSTING | |
| ADD'L MILEAGE | |
| ADD'L LEVY | |
| BID | 1.00 |
| RETURNS/DEPUTIZE | |
| COPIES | 5.00 |
| TOTAL SHERIFF COSTS | \$ 199.76 |

DEED COSTS:

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

TRANSFER TAX 2% -----

TOTAL DEED COSTS \$ 20.50

DEBT & INTEREST:

| | |
|-------------------|--------------------|
| AMOUNT DUE | \$ 26,270.10 |
| INTEREST PER DIEM | \$4.32 TO BE ADDED |

| | |
|-------|----|
| TOTAL | \$ |
|-------|----|

COSTS:

| | |
|---------------------------|-----------|
| ATTORNEY FEES | |
| PRO SATISFACTION | |
| ADVERTISING | \$ 449.28 |
| LATE CHARGE & FEES | |
| TAXES-Collector | |
| TAXES-Tax Claim | |
| COSTS OF SUIT-TO BE ADDED | \$ |
| LIST OF LIENS | \$ 100.00 |
| MORTGAGE SEARCH | \$ 35.00 |
| ACKNOWLEDGMENT | \$ |
| COST | \$ 100.00 |
| ATTORNEY COMMISSION | |
| SHERIFF COSTS | \$ 199.76 |
| LEGAL JOURNAL | \$ 74.25 |
| REFUND OF ADVANCE | \$ |
| REFUND OF SURCHARGE | \$ |

| | |
|------------|----------|
| DEED COSTS | \$ 20.50 |
|------------|----------|

| | |
|-------------|-----------|
| TOTAL COSTS | \$ 978.79 |
|-------------|-----------|

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

CHESTER A. HAWKINS, SHERIFF

C
O
P
Y

FRANK FEDERMAN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORWEST BANK MINNESOTA, N.A.
VS
BIGGIE, MARK A.

00-1022-CD

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW SEPTEMBER 11, 2000 AT 5:21 PM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON MARK A. BIGGIE,
DEFENDANT AT EMPLOYMENT, TRIANGLE AUTO SPRING, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK BIGGIE A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER

NOW SEPTEMBER 11, 2000 AT 6:00 PM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON ELEANOR M. BIGGIE,
DEFENDANT AT GATEWAY GARDENS, DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO ELEANOR BIGGIE A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SNYDER

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

SWORN TO BEFORE ME THIS

20th DAY OF February 2002
William A. Shaw

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

SO ANSWERS,

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

FILED

FEB 20 2002

William A. Shaw
Prothonotary