

00-1025-CD
GMAC Mortg. Vs Valerie Gates



GMAC MORTGAGE CORPORATION -vs- VALERIE J. GATES

MARTHA E. VON ROSENSTIEL, ESQUIRE
MARTHA E. VON ROSENSTIEL, P.C.
16 SOUTH LANSDOWNE AVENUE
PO BOX 457
LANSDOWNE, PA 19050
Attorney ID # 52634

Attorney for Plaintiff

① GMAC Mortgage Corporation
500 Enterprise Road
Horsham, PA 19044-0963
Plaintiff,

: COURT OF COMMON PLEAS
: Clearfield COUNTY

② Valerie J. Gates ⑤
835 Deauville Court,
Monroeville, PA 15146-2908,
Defendant

: Case No: 00-1025-CR
:
:
:
:
:
:

CIVIL ACTION - MORTGAGE FORECLOSURE
THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE

NOTICE

ADVISOR

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 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.

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta a sentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea a visado que si usted no se defiende, la corte toma ra medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, 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 o otros de rechos importantes para usted.

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.

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 TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

CLEARFIELD COUNTY - PENNSYLVANIA BAR ASSOCIATION

P.O. BOX 186

HARRISBURG PA 17108

800-692-7375

DAVID S. MEHOLICK

COURT ADMINISTRATOR - CLEARFIELD COUNTY COURT HOUSE
CLEARFIELD, PA 16830

FILED

① AUG 21 2000
② 2:20 PM 2000 PD
William A. Shaw 80-
Prothonotary BY ATT
2 Cents TO [REDACTED] SHERIFF
[REDACTED]

MARTHA E. VON ROSENSTIEL, ESQUIRE
MARTHA E. VON ROSENSTIEL, P.C.
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Attorney for Plaintiff

GMAC Mortgage Corporation	:	COURT OF COMMON PLEAS
500 Enterprise Road	:	Clearfield COUNTY
Horsham, PA 19044-0963	:	
Plaintiff,	:	
	:	
vs.	:	Case No: 00-1025-CJ
Valerie J. Gates	:	
835 Deauville Court,	:	
Monroeville, PA 15146-2908,	:	
Defendant	:	
	:	

CIVIL ACTION - MORTGAGE FORECLOSURE

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1. Plaintiff is GMAC Mortgage Corporation, a corporation organized and existing under state law, with offices for the conduct of business at 500 Enterprise Road, Horsham, PA 19044-0963.

2. Defendant, Valerie J. Gates is the mortgagor and real owner of premises 309 Trcziyulny Street, Osceola Mills, PA 16666, hereinafter described, whose last known address is the same as above.

3. Plaintiff brings this action in mortgage foreclosure against defendant, mortgagor and real owner, to foreclose a certain indenture of mortgage made, executed and delivered by the above named defendant, mortgagor and real owner to GMAC Mortgage Corporation of PA on April 7, 1995, which mortgage is

recorded in the Office of the Recorder of Deeds of Clearfield County in Mortgage Book Volume 1668, page 139, secured on premises 309 Trcziyulny Street, Osceola Mills, PA 16666 a true and correct description of which is attached hereto as Exhibit I.

4. Plaintiff alleges each and every term, condition and covenant in the aforesaid mortgage, and hereby incorporates them herein by reference thereto.

5. The aforesaid mortgage is in default in that monthly installments of principal and interest have not been made conformity with the terms of the mortgage, for the month of March, 2000 and each month thereafter, up to and including the present time.

6. Under the terms of the aforesaid mortgage, upon default of payments set forth in the mortgage documents, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

Principal Balance	\$ 42,975.45
Interest from 2/1/00 to 8/15/00	
At \$10.89 per diem	\$ 2,145.33
Accrued late charges to 6/26/00	\$ 76.59
Late charges 7/15/00 to 8/15/00	
At \$18.37 per month	\$ 36.74
Accrued Escrow deficit to 6/26/00	\$ 131.37
Escrow charges from 7/1/00	

To 8/15/00 at \$95.80 per month	\$ 191.60
Monthly Inspections from 3/1/00	
To 8/15/00 at \$15.00 per month	\$ 90.00
Attorney's Fee	\$ 2,100.00
Title Information Certificate	\$ 325.00
Photostats and Postage	\$ 35.00
Notarizations	\$ 10.00
 TOTAL	\$ 48,117.08

8. Plaintiff sent to defendant, mortgagor and real owner a combined Notice and Warning of Intention to Foreclose and Notices of Homeowners' Emergency Mortgage Assistance Act of 1983 advising of rights available under the statutes. To date payments have not been received and Act 91 assistance has not been granted although the applicable time periods provided by statute have expired (Exhibit II).

WHEREFORE, plaintiff demands judgment for \$48,117.08, plus per diem interest at \$10.89 from 8/16/00 to the date of judgment plus monthly late charges of \$18.37 from 9/15/00 to the date of judgment plus monthly escrow charges of \$95.80 from 9/1/00 to the date of judgment plus monthly inspection fees of \$15.00 from 9/1/00 to the date of judgment and foreclosure and sale of the mortgaged premises plus costs thereon.

Martha E. Von Rosenstiel
Attorney for Plaintiff

450111943, Our File # 7308

VERIFICATION

I verify that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.

By: Tina Dolson
Tina Dolson
Title: Foreclosure Specialist

Dated: 8/15/00

Bounded on the North by Trecziyulny Street; on the East by Harry Taylor property, being one part of this lot, No. 135 in the Plan of Lots of the Borough of Osceola Mills, aforesaid county and state; on the South by Edward Cushard property, on the West by Stone Street.

Being further identified as Clearfield County Tax Map No. 16.0-13-377-20 as shown on the assessment map in the Records of Clearfield County, PA.

TRCZIYULNY N
BEING KNOWN AS 309 TROZZIYULNY STREET

UNDER and SUBJECT to certain restrictions now of record.

BEING THE SAME PREMISES which Andrew & Lois Bryan
, By Indenture bearing the date . day of A.D. 1995 and intended
to be forthwith recorded in the office for recording of Deeds, in
and for the county of CLEARFIELD, Commonwealth of Pennsylvania,
granted and conveyed unto said Mortgagors, in fee.

I hereby CERTIFY that this document
recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:16 pm 4-7-95
BY *Leslie*
FEES *19.50*

Karen L. Starck, Recorder

4-7-1995 2:16pm Karen L. Starck, Recorder

Entered of Record *4-7-1995*

GMAC Mortgage Corporation
P.O. Box 85071
San Diego, CA 92186-5071

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

Servicing

GMAC
Mortgage

Date: May 15, 2000

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

EXHIBIT 11

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. 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 with 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, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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

HOMEOWNER'S NAME(S):

VALERIE J. GATES

PROPERTY ADDRESS:

309 TROZYLNY STREET
OSCEOLA MILLS, PA 16666

LOAN ACCT. NO.:

450111943

ORIGINAL LENDER:

N/A

CURRENT LENDER/SERVICER:

GMAC Mortgage

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
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 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 PURPOSES ONLY AND
SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender is on your property located at:

309 Trozylny Street Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT
because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the
following amounts are now past due: March 1, 2000 through May 1, 2000. See
attached Exhibit for payment breakdown.

Monthly Payments	1,408.26
Late Charges	39.85
NSF	0.00
Inspections	7.25
Other	
Suspense	0.00
TOTAL AMOUNT PAST DUE:	1,455.36

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this
notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS**
\$ 1,455.36, 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:

GMAC Mortgage Corporation
ATTN: Payment Processing
P.O. Box 780
Waterloo, IA 50704-0780

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) Not Applicable

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

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off
the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender
begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were
actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all
reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be
added to the amount you owe the lender, which may also include other reasonable costs.
If you cure the default within the THIRTY (30) DAYS 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 mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: GMAC Mortgage Corporation
Address: 401 West 24th Street
National City, CA 91950

Phone Number: (800) 850-4622
Fax Number: (619) 470-5579
Contact Person: Collection Department

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 may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ENCLOSED

EXHIBIT

March 1, 2000	@	469.42
April 1, 2000	@	469.42
May 1, 2000	@	469.42

GMAC Mortgage Corporation
P.O. Box 85071
San Diego, CA 92186-5071

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

Servicing

GMAC
Mortgage

Date: May 15, 2000

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HOMEOWNER'S NAME(S):

VALERIE J. GATES

309 TROZYLNY STREET

OSCEOLA MILLS, PA 16666

MAILING: 835 DEAUVILLE CT

MONROEVILLE, PA 15146-2908

450111943

N/A

GMAC Mortgage

PROPERTY ADDRESS:

LOAN ACCT. NO.:

ORIGINAL LENDER:

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Other	0.00
Suspense	
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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)
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actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all
reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be
added to the amount you owe the lender, which may also include other reasonable costs.
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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 mortgaged property would be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: GMAC Mortgage Corporation
Address: 401 West 24th Street
National City, CA 91950

Phone Number: (800) 850-4622
Fax Number: (619) 470-5579
Contact Person: Collection Department

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 may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ENCLOSED

(2)

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10098

GMAC MORTGAGE CORPORATION

VS.

GATES, VALERIE J.

00-1025-CD

**COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS**

**NOW SEPTEMBER 1, 2000, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS
DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON VALERIE J. GATES,
DEFENDANT.**

**NOW SEPTEMBER 12, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE ON VALERIE J. GATES, DEFENDANT BY DEPUTIZING THE SHERIFF
OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED
AND MADE A PART OF THIS RETURN.**

**NOW SEPTEMBER 21, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO VALERIE
J. GATES, DEFENDANT OR OCCUPANT AT 309 TRCZIYULNY ST., OSCEOLA MILLS,
CLEARFIELD COUNTY, PENNSYLVANIA. NAME ON MAILBOX IS SHARON GRUBBS,
SEVERAL ATTEMPTS, NEVER HOME.**

Return Costs

Cost	Description
------	-------------

65.19	SHFF. HAWKINS PAID BY: ATTY.
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34.75	SHFF. DEFAZIO (ALLEGHENY) PAID BY: ATT
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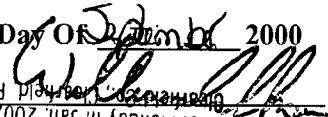
3.00	NOTARY (ALLEGHENY) PAID BY: ATTY.
------	-----------------------------------

20.00	SURCHARGE PAID BY: ATTY.
-------	--------------------------

FILED

SEP 29 2000
01336 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

29th Day of September 2000

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002

So Answers,


Chester A. Hawkins
Sheriff

MARTHA E. VON ROSENSTIEL, ESQUIRE
MARTHA E. VON ROSENSTIEL, P.C.
16 SOUTH LANSDOWNE AVENUE
PO BOX 457
LANSDOWNE, PA 19050
Attorney ID # 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham, PA 19044-0963
Plaintiff,

: COURT OF COMMON PLEAS
: Clearfield COUNTY

vs.
Valerie J. Gates
835 Deauville Court,
Monroeville, PA 15146-2908,
Defendant

: Case No: 00 - 1025-cp

CIVIL ACTION - MORTGAGE FORECLOSURE
THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE

NOTICE

ADVISOR

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 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.

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta a sentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea a visado que si usted no se defiende, la corte toma ra medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, 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 o otros de rechos importantes para usted.

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.

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 TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

CLEARFIELD COUNTY - PENNSYLVANIA BAR ASSOCIATION

P.O. BOX 186

HARRISBURG PA 17108

800-692-7375

DAVID S. MEHOLICK

COURT ADMINISTRATOR - CLEARFIELD COUNTY COURT HOUSE
CLEARFIELD, PA 16830

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

AUG 21 2000

Attest.

William L. Ober
Prothonotary

MARTHA E. VON ROSENSTIEL, ESQUIRE
MARTHA E. VON ROSENSTIEL, P.C.
16 SOUTH LANSDOWNE AVENUE
PO BOX 457
LANSDOWNE, PA 19050
Attorney ID# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation	:	COURT OF COMMON PLEAS
500 Enterprise Road	:	Clearfield COUNTY
Horsham, PA 19044-0963	:	
Plaintiff,	:	
	:	
vs.	:	Case No:
Valerie J. Gates	:	
835 Deauville Court,	:	
Monroeville, PA 15146-2908,	:	
Defendant	:	
	:	

CIVIL ACTION - MORTGAGE FORECLOSURE

THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED

1. Plaintiff is GMAC Mortgage Corporation, a corporation organized and existing under state law, with offices for the conduct of business at 500 Enterprise Road, Horsham, PA 19044-0963.

2. Defendant, Valerie J. Gates is the mortgagor and real owner of premises 309 Trcziyulny Street, Osceola Mills, PA 16666, hereinafter described, whose last known address is the same as above.

3. Plaintiff brings this action in mortgage foreclosure against defendant, mortgagor and real owner, to foreclose a certain indenture of mortgage made, executed and delivered by the above named defendant, mortgagor and real owner to GMAC Mortgage Corporation of PA on April 7, 1995, which mortgage is

recorded in the Office of the Recorder of Deeds of Clearfield County in Mortgage Book Volume 1668, page 139, secured on premises 309 Trcziyulny Street, Osceola Mills, PA 16666 a true and correct description of which is attached hereto as Exhibit I.

4. Plaintiff alleges each and every term, condition and covenant in the aforesaid mortgage, and hereby incorporates them herein by reference thereto.

5. The aforesaid mortgage is in default in that monthly installments of principal and interest have not been made conformity with the terms of the mortgage, for the month of March, 2000 and each month thereafter, up to and including the present time.

6. Under the terms of the aforesaid mortgage, upon default of payments set forth in the mortgage documents, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

Principal Balance	\$ 42,975.45
Interest from 2/1/00 to 8/15/00	
At \$10.89 per diem	\$ 2,145.33
Accrued late charges to 6/26/00	\$ 76.59
Late charges 7/15/00 to 8/15/00	
At \$18.37 per month	\$ 36.74
Accrued Escrow deficit to 6/26/00	\$ 131.37
Escrow charges from 7/1/00	

To 8/15/00 at \$95.80 per month	\$ 191.60
Monthly Inspections from 3/1/00	
To 8/15/00 at \$15.00 per month	\$ 90.00
Attorney's Fee	\$ 2,100.00
Title Information Certificate	\$ 325.00
Photostats and Postage	\$ 35.00
Notarizations	\$ 10.00
 TOTAL	\$ 48,117.08

8. Plaintiff sent to defendant, mortgagor and real owner a combined Notice and Warning of Intention to Foreclose and Notices of Homeowners' Emergency Mortgage Assistance Act of 1983 advising of rights available under the statutes. To date payments have not been received and Act 91 assistance has not been granted although the applicable time periods provided by statute have expired (Exhibit II).

WHEREFORE, plaintiff demands judgment for \$48,117.08, plus per diem interest at \$10.89 from 8/16/00 to the date of judgment plus monthly late charges of \$18.37 from 9/15/00 to the date of judgment plus monthly escrow charges of \$95.80 from 9/1/00 to the date of judgment plus monthly inspection fees of \$15.00 from 9/1/00 to the date of judgment and foreclosure and sale of the mortgaged premises plus costs thereon.

Martha E. Von Rosenstiel
Attorney for Plaintiff

450111943, Our File # 7308

VERIFICATION

I verify that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.

By: Tina Dolison
Title: Foreclosure Specialist

Dated: 8/15/00

Bounded on the North by Trcziyulny Street; on the East by Harry Taylor property, being one part of this lot, No. 135 in the Plan of Lots of the Borough of Osceola Mills, aforesaid county and state; on the South by Edward Cushard property, on the West by Stone Street.

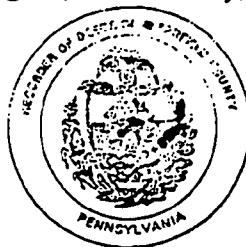
Being further identified as Clearfield County Tax Map No. 16.0-13-377-20 as shown on the assessment map in the Records of Clearfield County, PA.

TRCZIYULNY N
BEING KNOWN AS 309 TROZIYULNY STREET

UNDER and SUBJECT to certain restrictions now of record.

BEING THE SAME PREMISES which Andrew & Lois Bryan
, By Indenture bearing the date . day of A.D. 1995 and intended
to be forthwith recorded in the office for recording of Deeds, in
and for the county of CLEARFIELD, Commonwealth of Pennsylvania,
granted and conveyed unto said Mortgagors, in fee.

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:16 p.m. 4-7-95
BY *Leslie M. Starck*
FEES *19.50*

Karen L. Starck, Recorder

April 7 1995 2:16pm Karen L. Starck, Recorder

Entered of Record *4/7/95*

GMAC Mortgage Corporation
P.O. Box 85071
San Diego, CA 92186-5071

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

Servicing

GMAC
Mortgage

Date: May 15, 2000

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

EXHIBIT 11

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.
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 with 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, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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

HOMEOWNER'S NAME(S):

VALERIE J. GATES

PROPERTY ADDRESS:

309 TROZYLNY STREET
OSCEOLA MILLS, PA 16666

LOAN ACCT. NO.:

450111943

ORIGINAL LENDER:

N/A

CURRENT LENDER/SERVICER:

GMAC Mortgage

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
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 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 PURPOSES ONLY AND
SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender is on your property located at:

309 Trozylny Street Osceola Mills, PA 16666 IS SERIOUSLY IN DEFAULT
because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the
following amounts are now past due: March 1, 2000 through May 1, 2000. See
attached Exhibit for payment breakdown.

Monthly Payments	1,408.26
Late Charges	39.85
NSF	0.00
Inspections	7.25
Other	
Suspense	0.00
TOTAL AMOUNT PAST DUE:	1,455.36

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this
notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS**
\$ 1,455.36, 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:

GMAC Mortgage Corporation
ATTN: Payment Processing
P.O. Box 780
Waterloo, IA 50704-0780

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.) Not Applicable

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

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off
the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender
begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were
actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all
reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be
added to the amount you owe the lender, which may also include other reasonable costs.
If you cure the default within the THIRTY (30) DAYS 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.

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Phone Number: (800) 850-4622
Fax Number: (619) 470-5579
Contact Person: Collection Department

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TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ENCLOSED

EXHIBIT

March 1, 2000	@	469.42
April 1, 2000	@	469.42
May 1, 2000	@	469.42

GMAC Mortgage Corporation
P.O. Box 85071
San Diego, CA 92186-5071

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

Servicing

GMAC
Mortgage

Date: May 15, 2000

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HOMEOWNER'S NAME(S):

VALERIE J. GATES

309 TROZLYNY STREET

OSCEOLA MILLS, PA 16666

MAILING: 835 DEAUVILLE CT

MONROEVILLE, PA 15146-2908

450111943

N/A

GMAC Mortgage

PROPERTY ADDRESS:

LOAN ACCT. NO.:

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

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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 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 PURPOSES ONLY AND
SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender is on your property located at:
309 Trozylny Street Osceola Mills, PA 16666 Mailing: 835 Deauville CT
Monroeville, PA 15146-2908 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the
following amounts are now past due: March 1, 2000 through May 1, 2000. See
attached Exhibit for payment breakdown.

Monthly Payments	1,408.26
Late Charges	39.85
NSF	0.00
Inspections	7.25
Other	0.00
Suspense	
TOTAL AMOUNT PAST DUE:	1,455.36

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this
notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS
\$ 1,455.36**, 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:

GMAC Mortgage Corporation
ATTN: Payment Processing
P.O. Box 780
Waterloo, IA 50704-0780

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) Not Applicable

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

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off
the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender
begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were
actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all
reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be
added to the amount you owe the lender, which may also include other reasonable costs.
If you cure the default within the THIRTY (30) DAYS 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 mortgaged property would be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: GMAC Mortgage Corporation
Address: 401 West 24th Street
National City, CA 91950

Phone Number: (800) 850-4622
Fax Number: (619) 470-5579
Contact Person: Collection Department

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 may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ENCLOSED

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

as Plaintiff
vs.
Valerie J. Gates
835 Deauville Court
Monroeville, PA 15146-2908

...
... No: 00-1025-CD

Defendants

PRAECLIPSE

TO THE PROTHONOTARY:

Enter judgment in the sum of \$49,411.87 in favor of the above named plaintiff and against the above named defendants for failure to file an answer in the above action in Mortgage Foreclosure within twenty (20) days from date of service of the Civil Action, and assess damages.

I hereby certify that the correct addresses of plaintiff and defendants are as follows:

Plaintiff: 500 Enterprise Road
Horsham, PA 19044-0963

Defendants: 835 Deauville Court
Monroeville, PA 15146-2908

Martha E. Von Rosenstiel
Attorney for Plaintiff

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Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

Plaintiff
vs.
Valerie J. Gates
835 Deauville Court
Monroeville, PA 15146-2908

: No: 00-1025-CD

Defendants

:

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly assess damages against the above named defendants as per Civil Action in Mortgage Foreclosure, as follows:

Total per complaint	\$ 48,117.08
Additional interest on unpaid balances from 08/16/2000 to 11/08/2000 at \$10.89 per diem	\$ 925.65
Additional late charges from 09/15/2000 to 10/15/2000 at \$18.37 per month	\$ 36.74
Additional escrow deposit 09/01/2000 to 11/01/2000 at \$95.80 per month	\$ 287.40
Additional monthly inspections from 09/01/2000 to 11/01/2000 at \$15.00 per month	\$ 45.00
Total assessment	\$ 49,411.87

Martha E. Von Rosenstiel
Attorney for Plaintiff

AND NOW, to wit, this day of , 2000, damages are assessed as above.

Pro Prothy

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Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
Martha E. Von Rosenstiel
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D. # 52634

GMAC Mortgage Corporation : COURT OF COMMON PLEAS
500 Enterprise Road : Clearfield COUNTY
Horsham, PA 19044-0963 :
Plaintiff :
vs. :
Valerie J. Gates : Case No: 00-1025-CD
835 Deauville Court :
Monroeville/Allegheny, PA :
15146-2908 :
Defendant :
TO: Valerie J. Gates

309 Trcziyulny Street
Osceola Mills, PA 16666

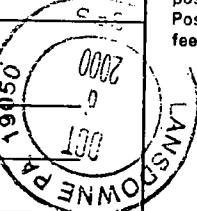
Date of Notice: October 6, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY 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

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: MARTHA E. VON ROSENSTIEL, P.C. 16 S. LANSDOWNE AVE.		
P. O. BOX 457 LANSDOWNE, PA 19050		
One piece of ordinary mail addressed to: Valerie J. Gates 309 Trcziyulny Street Osceola Mills, Pa. 16666		

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



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Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation : COURT OF COMMON PLEAS
500 Enterprise Road : Clearfield COUNTY
Horsham, PA 19044-0963 :
Plaintiff :
vs. :
Valerie J. Gates : Case No: 00-1025-CD
835 Deauville Court :
Monroeville/Allegheny, PA :
15146-2908 :
Defendant :

TO: Valerie J. Gates

835 Deauville Court
Monroeville, PA 15146-2908

Date of Notice: October 6, 2000
October 5, 2000

IMPORTANT NOTICE

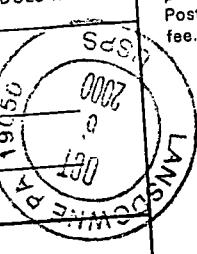
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY 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:

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

Received From: MARTHA E. VON ROSENSTIEL, P.C.
16 S. LANSDOWNE AVE.
P.O. BOX 457
LANSDOWNE, PA 19050

One piece of ordinary mail addressed to:
Valerie J. Gates
835 Deauville Court
Monroeville, Pa. 15146

PS Form 3817, Mar. 1989



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

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Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

三

: No: 00-1025-CD

1

Valerie J. Gates
835 Deauville Court
Monroeville, PA 15146-2908

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Defendants

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AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF DELAWARE

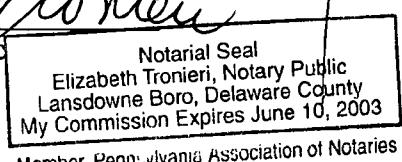
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MARTHA E. VON ROSENSTIEL, being duly sworn according to law deposes and says that the defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended:

That Valerie J. Gates is over 21 years of age and resides at 835 Deauville Court, Monroeville, PA 15146-2908.

Martha E. Von Rosenstiel
Attorney for Plaintiff

Sworn to and Subscribed
Before me this 8th day
Of November, 2000.



OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Court House
1 North 2nd Street
Clearfield, PA 16830

To: Valerie J. Gates
835 Deauville Court
Monroeville, PA 15146-2908

GMAC Mortgage Corporation

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

Docket# No. 00-1025-CD

Valerie J. Gates

Notice

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below in the amount of \$49,411.87 on November 22, 2000.

22

Prothonotary

XXX Judgment by Default

Money Judgment

Judgment in Replevin

Judgment for Possession

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Findings

If you have any questions concerning this notice, please call:

Attorney: Martha E. Von Rosenstiel, Esquire
at this telephone number: 610-623-2660

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

Plaintiff
vs.
Valerie J. Gates
835 Deauville Court
Monroeville, PA 15146-2908

: No: 00-1025-CD

Defendants

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter as follows:

Total Due \$49,411.87
Interest from 11/09/2000

Costs

PAIR TO PROTHONAUT

242.94

Total

\$

PREM: 309 Trcziyulny Street
Osceola Mills, PA 16666

Martha E. Von Rosenstiel
Attorney for Plaintiff

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NOV 22 2000

DESCRIPTION

ALL THAT CERTAIN messuage, tenement and tract of land situate, lying and being in the Borough of Osceola Mills, County of Clearfield, and the Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

ON the North by Trcziyulny Street; on the East by lands now or formerly of Harry Taylor, being one part of said lot, No. 135 in the Plan of Lots of the Borough of Osceola Mills, aforesaid county and state; on the South by lands now or formerly of Edward Cushard; on the West by Stone Street, and fifty-five (55) feet on Trcziyulny Street.

BEING Tax Map Number 16-013-377-20.

Commonwealth of Pennsylvania
COUNTY OF CLEARFIELD

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

GMAC Mortgage Corporation

VS.

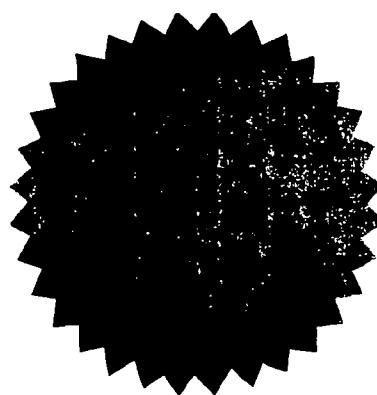
Valerie J. Gates

NO. 00-1025 CD

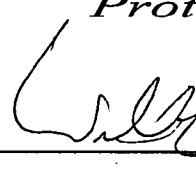
Writ of Execution

TO THE SHERIFF OF CLEARFIELD COUNTY:

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



AMOUNT DUE	<u>\$ 49,411.87</u>
INTEREST from _____	<u>\$ _____</u>
(Costs to be added)	<u>\$ _____</u>

Prothonotary
By 
Clerk

Date Nov. 22, 2000

COURT OF COMMON PLEAS

Term, 19

No. 00-1025 CD

GMAC Mortgage Corporation
500 Enterprise Road
Horsham, PA 19044

vs.

Valerie J. Gates
835 Deauville Court
Monroeville, PA 15146

Writ of Execution

REAL DEBT

\$49411.87

INTEREST
from 11/09/2000

\$

COSTS PAID:

PROTHY.

\$ 242.94

SHERIFF

\$

STATUTORY

\$

COSTS DUE PROTHY.

\$

PREMISES: 309 Trezziulny Street

Osceola Mills, PA 16666

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050

(610) 623-2660 Attorney ID 52634

DESCRIPTION

ALL THAT CERTAIN messuage, tenement and tract of land situate, lying and being in the Borough of Osceola Mills, County of Clearfield, and the Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

ON the North by Trcziyulny Street; on the East by lands now or formerly of Harry Taylor, being one part of said lot, No. 135 in the Plan of Lots of the Borough of Osceola Mills, aforesaid county and state; on the South by lands now or formerly of Edward Cushard; on the West by Stone Street, and fifty-five (55) feet on Trcziyulny Street.

BEING Tax Map Number 16-013-377-20.

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

: COURT OF COMMON PLEAS
: Clearfield COUNTY

PLAINTIFF
VS.
Valerie J. Gates
835 Deauville Court
Monroeville/Allegheny, PA 15146-2908

: NO: 00-1025-CD

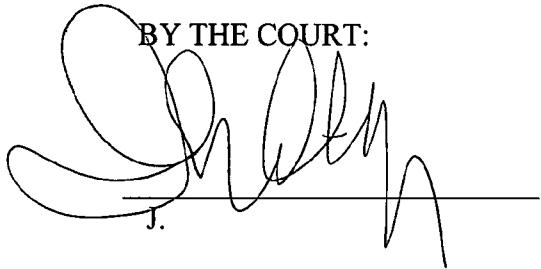
DEFENDANT

ORDER

AND NOW, to wit, this *2nd* day of *April*, 2000, upon consideration of the Petition for Court Permission to Postpone Sheriff's Sale Without New Notice to Defendant and without re-advertising in a Newspaper of General Circulation in the above matter, it is

ORDERED that plaintiff be permitted to postpone Sheriff's Sale to **MAY 4, 2001** without new notice to defendant and without re-advertising in a newspaper of general circulation, provided, however, that plaintiff shall make public announcement of the scheduled sale date at the next sheriff's sale.

BY THE COURT:



J.

FILED

APR 02 2001

William A. Shaw
Prothonotary

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

: COURT OF COMMON PLEAS
: Clearfield COUNTY

PLAINTIFF
VS.
Valerie J. Gates
835 Deauville Court
Monroeville/Allegheny, PA 15146-2908

: NO: 00-1025-CD

DEFENDANT

:

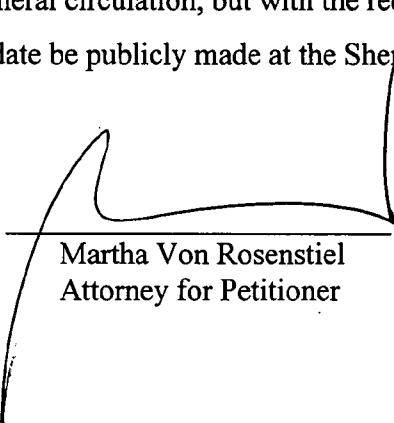
**PETITION FOR COURT PERMISSION TO POSTPONE SHERIFF'S SALE WITHOUT
NEW NOTICE TO DEFENDANT(S) AND WITHOUT READVERTISING IN A
NEWSPAPER OF GENERAL CIRCULATION**

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The petition of GMAC Mortgage Corporation, respectfully represents:

1. Petitioner is GMAC Mortgage Corporation, plaintiff in the above captioned mortgage foreclosure action.
2. The property has been scheduled for sheriff's sale on February 2, 2001 and continued to April 6, 2001 to satisfy the judgment obtained in the mortgage foreclosure action.
3. Service was made of the Notice of Sheriff's Sale in conformity with Rule 3129.1.
4. Petition has been informed that the appraisal will not be ready in time for mortgagor to calculate the bid.
5. If petitioner cannot re-postpone the Sheriff's Sale, petitioner will incur additional costs and substantial delay and will be prejudiced.
6. Defendant will not be prejudiced by a re-postponement of the Sheriff's Sale.

WHEREFORE, petitioner prays that this Honorable Court grant a postponement of the Sheriff's Sale to **MAY 4, 2001** without new notice to the defendant and without further advertising in a newspaper of general circulation, but with the requirement that an announcement of the postponement of the sale date be publicly made at the Sheriff's Sale.



Martha Von Rosenstiel
Attorney for Petitioner

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

: COURT OF COMMON PLEAS
: Clearfield COUNTY

PLAINTIFF
VS.
Valerie J. Gates
835 Deauville Court
Monroeville/Allegheny, PA 15146-2908

: NO: 00-1025-CD

DEFENDANT

MEMORANDUM OF LAW

Petitioner is the mortgagee and plaintiff, seeking to execute on a judgment obtained in the instant mortgage foreclosure action. Petitioner scheduled the premises for sheriff's sale on February 2, 2001 and continued to April 6, 2001. At the time of the issuance of the Writ of Execution, petitioner made service of the Notice to the defendants as required by Rule 3129.1 of the Pennsylvania Rules of Civil Procedure.

Rule 3129.1(b) allows the postponement of a Sheriff's Sale to within one hundred days of the originally scheduled date with out new notice to defendants, provided that public announcement of said sale is made, but Pa R.C.P. 3129 (a) further provides that only one such postponement shall be permitted without new notice to the defendant(s) except by special order of the Court.

Rule 3121 of the Pennsylvania Rules of Civil Procedure, applicable to mortgage foreclosures through the general directive of Rule 1141 (conformity of mortgage foreclosure to civil action unless otherwise provided), allows the Court broad discretion in staying execution, and provides as follows:

Execution may be stayed the court as to all or any part of the property of the defendant upon . . . application of any party in interest showing . . . any other legal or equitable ground therefore.

In an order staying execution the court may impose such terms and conditions or limit the stay to such reasonable time as it may deem appropriate.

Petitioner is entitled to execution on its judgment. The procedural requirements for scheduling a Sheriff's Sale and notifying the defendants of the sale are extensive and expensive. Moreover, because of the intricacies of assuring proper notice of the sale to the defendants, a sheriff's sale must be scheduled three months in advance. Therefore, if petitioner is not granted the relief requested, namely that the sheriff's sale be postponed for one month, without new notice to the defendants, and without advertising in a newspaper of general circulation, petitioner will be prejudiced in that it will incur considerable additional expense and delay in executing on its judgment.

The defendant, on the other hand, will suffer no such prejudice. She has already been notified of the sheriff's sale and a public announcement of all further postponements will be made at the sheriff's sale. Defendant has ready access to information about the postponement by calling plaintiff or its counsel.

Rule 126 of the Pennsylvania Rules of Civil Procedure provides that "the rules shall be liberally construed to secure the just, speedy and inexpensive determination of every action or proceeding to which they are applicable." It is submitted that the granting of the relief requested by petitioner will insure that the policy of Rule 16 is furthered.

WHEREFORE, petitioner prays that this Honorable Court grant a postponement of the Sheriff's Sale to **MAY 4, 2001** and thereafter from month to month without new notice to the defendant and without further advertising in a newspaper of general circulation, but with the requirement that an announcement of the postponement of the sale date be publicly made at the Sheriff's Sale.

Respectfully submitted,

Martha E. Von Rosenstiel
Attorney for Petitioner

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

: COURT OF COMMON PLEAS
: Clearfield COUNTY

PLAINTIFF

VS.

Valerie J. Gates
835 Deauville Court
Monroeville/Allegheny, PA 15146-2908

: NO: 00-1025-CD

DEFENDANT

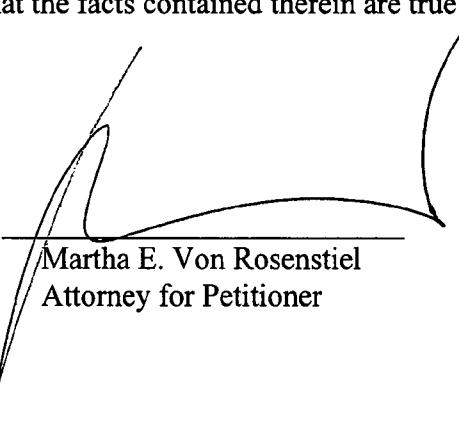
AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA:

: SS

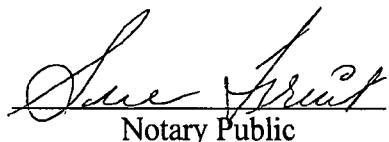
COUNTY OF DELAWARE

MARTHA E. VON ROSENSTIEL, ESQUIRE, being duly sworn according to law deposes and says that she is the attorney for the petitioner herein; that she is duly authorized to take this affidavit in behalf of petitioner; that she has prepared the foregoing Petition for Court Permission to Postpone Sheriff's Sale Without New Notice to Defendant and Without Readvertising in a Newspaper of General Circulation from facts which are within her own personal knowledge, and that the facts contained therein are true and correct.



Martha E. Von Rosenstiel
Attorney for Petitioner

Sworn to and Subscribed
Before me this March 26, 2001.



Sue Fruit
Notary Public

NOTARIAL SEAL SUE FRUIT, Notary Public Lansdowne Boro., Delaware County My Commission Expires July 20, 2002
--

FILED

APR 02 2001
Olli 3814 CC
William A. Shaw
Prothonotary

atly Weaver
a
Keb

7308
LT

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

Plaintiff
vs.
Valerie J. Gates
835 Deauville Court
Monroeville, PA 15146-2908

: No: 00-1025-CD

Defendants

FILED

FEB 14 2001

11:35 pm no cc

William A. Shaw
Prothonotary

AFFIDAVIT OF SERVICE OF NOTICES PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF DELAWARE :

MARTHA E. VON ROSENSTIEL, attorney for the plaintiff in the above action, hereby certifies that service of the Notice under Rule 3129.1, in the above matter was made upon defendants by certified mail as evidenced by the attached receipts; on all interested parties, set forth below, by regular first class mail, postage prepaid, as evidenced by the attached certificates of mailing:

1. Name and address of owners(s) or reputed owner(s)

Valerie J. Gates
835 Deauville Court
Monroeville, PA 15146-2908

2. Name and address of defendant(s) in the judgment:

Valerie J. Gates
835 Deauville Court
Monroeville, PA 15146-2908

7308

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

Plaintiff
vs.
Valerie J. Gates
835 Deauville Court
Monroeville/Allegheny, PA 15146-2908

... No: 00-1025-CD

Defendants

**SUPPLEMENTAL
AFFIDAVIT OF SERVICE OF NOTICES PURSUANT TO RULE 3129.1**

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF DELAWARE

MARTHA E. VON ROSENSTIEL, attorney for the plaintiff in the above action, hereby certifies that service of the Notice under Rule 3129.1, in the above matter was made on all interested parties, set forth below, by regular first class mail, postage prepaid, as evidenced by the attached certificates of mailing:

1. Name and address of the last recorded holder of every mortgage of record:

Norwest Financial Consumer Discount Company
1635 North Atherton Street
State College, PA 16803

2. Name and address of every other person of whom plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Family Court/Domestic Relations Division
Clearfield County Court House
1 North 2nd Street
Clearfield, PA 16830

Dept. of Public Welfare
Box 2675
Harrisburg, PA 17105

FILED

APR 05 2001

William A. Shaw
Prothonotary

FILED

^{2:10}
APR 05 2001

William A. Shaw
Prothonotary

Time Stamped Copy

~~Atty Brant T Miller~~

Martha Von Rosenstiel, P.C.

90
22

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, MAY 7, 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 4th day of MAY 2001, I exposed the within described real estate of

to public venue or outcry at which time and place I sold the same to GMAC MORTGAGE CORPORATION 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	10.40
LEVY	15.00
MILEAGE	10.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	3.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
XXABEXXINNEXX XXX PHONE CALLS	10.00
ADD'L LEVY	
BID	1.00
RETURNS/DEPUTIZE	9.00
COPIES	5.00
TOTAL SHERIFF COSTS	\$ 204.76
DEED COSTS:	
REG & REC	15.50
ACKNOWLEDGMENT	5.00
TRANSFER TAX 2%	-----
TOTAL DEED COSTS	\$ 20.50

DEBT & INTEREST:

AMOUNT DUE	\$ 49,411.87
INTEREST: FROM 11-09-00	
	TO BE ADDED
TOTAL	\$

COSTS:

ATTORNEY FEES	
PRO SATISFACTION	
ADVERTISING	\$ 173.40
LATE CHARGE & FEES	
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-TO BE ADDED	\$
LIST OF LIENS	\$ 270.00
MORTGAGE SEARCH	\$
ACKNOWLEDGMENT	\$
COST	\$ 242.94
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 204.76
LEGAL JOURNAL	\$ 63.00
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
DEED COSTS	\$ 20.50

TOTAL COSTS \$ 974.60

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

CHESTER A. HAWKINS, SHERIFF

FILED

MAY 22 2001
01251000
William A. Shaw PP
Prothonotary

Commonwealth of Pennsylvania
COUNTY OF CLEARFIELDCOURT OF COMMON PLEAS
CLEARFIELD COUNTY

GMAC Mortgage Corporation

VS.

Valerie J. Gates

NO. 00-1025 CD

Writ of Execution

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

RECEIVED NOV 27 2000

at 11:45 AM
Chester A. Hawkins
by Margaret N. Pugh

AMOUNT DUE	\$ <u>49,411.87</u>
INTEREST from _____	\$ _____
(Costs to be added)	\$ _____

Prothonotary

By Jill
Clerk

Date Nov. 22, 2000

COURT OF COMMON PLEAS

Term, 19

No. 00-1025 CD

GMAC Mortgage Corporation
500 Enterprise Road
Horsham, PA 19044

vs.

Valerie J. Gates
835 Deauville Court
Monroeville, PA 15146

Writ of Execution

REAL DEBT \$ 49,411.87

INTEREST
from 11/09/2000 \$

COSTS PAID:

PROTHY. \$ 242.94

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY. \$

PREMISES: 309 Trcziyulny Street

Osceola Mills, PA 16666

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire

16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050

(610) 623-2660 Attorney ID 52634

DESCRIPTION

ALL THAT CERTAIN messuage, tenement and tract of land situate, lying and being in the Borough of Osceola Mills, County of Clearfield, and the Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

ON the North by Trcziyulny Street; on the East by lands now or formerly of Harry Taylor, being one part of said lot, No. 135 in the Plan of Lots of the Borough of Osceola Mills, aforesaid county and state; on the South by lands now or formerly of Edward Cushard; on the West by Stone Street, and fifty-five (55) feet on Trcziyulny Street.

BEING Tax Map Number 16-013-377-20.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10467

GMAC MORTGAGE CORPORATION

00-1025-CD

VS.
GATES, VALERIE J.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, DECEMBER 6, 2000, CALLED ATTORNEY AND INFORMED HER THAT WE
NEED A CHECK FOR ALLEGHENY COUNTY TO HAVE DEFENDANT SERVED.**

**NOW, DECEMBER 8, 2001, A LEVY WAS TAKEN ON THE PROPERTY OF THE
DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

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

**NOW, FEBRUARY 1, 2001, CALLED ATTORNEY AND INFORMED HER THAT WE
NEVER RECEIVED ADVANCE FOR ALLEGHENY COUNTY AND SERVICE HAS NOT
BEEN MADE ON DEFENDANT. SALE IS TO BE CONTINUED TO FRIDAY, APRIL 6,
2001, LETTER TO FOLLOW.**

**NOW, FEBRUARY 1, 2001, RECEIVED FAX THAT SALE IS TO BE CONTINUED TO
APRIL 6, 2001, AT 10:00 AM.**

**NOW, APRIL 2, 2001, RECEIVED A PHONE CALL FROM ATTORNEY THAT SALE IS
TO BE CONTINUED TO MAY 4, 2001, WILL GET COURT ORDER FOR CONTINUANCE
AND WILL NOT HAVE TO RE-ADVERTISE.**

**NOW, APRIL 2, 2001, RECEIVED A COURT ORDER THAT SALE IS TO BE
CONTINUED TO MAY 4, 2001, WITHOUT RE-ADVERTISING.**

**NOW, APRIL 26, 2001, RECEIVED FAX THAT SERVICE WAS MADE ON THE
DEFENDANT BY ATTORNEY THROUGH CERTIFIED MAIL ON FEBRUARY 10,
2001.**

**NOW, MAY 4, 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 # 10467

GMAC MORTGAGE CORPORATION

00-1025-CD

VS.

GATES, VALERIE J.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, MAY 22, 2001, RETURN WRIT AS A SALE BEING HELD PROPERTY
WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.
PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO
THE ATTORNEY.**

**SHERIFF HAWKINS \$204.76
SURCHARGE 20.00
PAID BY ATTORNEY**

Sworn to Before Me This

____ Day Of _____ 2001

So Answers,


by Margaret H. Ruth
Chester A. Hawkins
Sheriff

MARTHA E. VON ROSENSTIEL, P.C.
ATTORNEY AT LAW
16 SOUTH LANSDOWNE AVENUE
P.O. BOX 457
LANSDOWNE, PA 19050

PHONE (610) 623-2660

FAX (610) 623-2745

February 1, 2001

Office of the Sheriff
Real Estate
Clearfield County Court House
1 North 2nd Street Suite 116
Clearfield, PA 16830
Attention: Margaret

RE: GATES, Valerie
309 Trcziyulny Street
Osceola Mills, PA 16666
Docket# 00-1025-CD
Our File# 7308

Dear Margaret:

Kindly mark the Sheriff's sale scheduled in the above matter for February 2, 2001 postponed until April 6, 2001.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to call.

Sincerely yours

Elizabeth Ronieri
Paralegal

COPY

MARTHA E. VON ROSENSTIEL, P.C.
ATTORNEY-AT-LAW
16 SOUTH LANSDOWNE AVENUE - POST OFFICE BOX 457
LANSDOWNE, PA 19050

Telephone: 610-623-2660

Facsimile: 610-623-2745

April 3, 2001

Sheriff of Clearfield County
Court House
230 East Market Street, PA 16830
FAX: 814-765-6089

2 pgs.

RE: SALE DATE: April 6, 2001 (P/P from 02/02/01)
MORTGAGOR: Valerie J. Gates
PREMISES: 309 Trcziyulny Street
CRT./TRM. #: 00-1025-CD
OUR FILE #: 7308

Dear Peggy:

Please CONTINUE the Sheriff Sale to May 4, 2001 on the above captioned matter as per the Court Order attached.

Thank you for your assistance in this matter.

Sincerely yours,

Sue Fruit

Sue Fruit

COPY

04/03/2001

08:59

MARTHA VON ROSENSTIEL LAW OFFICE → 18147656089
APR-3-2001 08:22A FROM: MARK S. WEAVER, ATTO 814 768 7605 TO: 16106232745

NO. 062 002

P: 4/4

7308

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

COURT OF COMMON PLEAS
Clearfield COUNTY

PLAINTIFF
VS.

NO: 00-1025-CD

Valerie J. Gates
835 Deauville Court
Monroeville/Allegheny, PA 15146-2908

DEFENDANT

ORDER

AND NOW, to wit, this 2nd day of April, 2001, upon consideration of the Petition for Court Permission to Postpone Sheriff's Sale Without New Notice to Defendant and without re-advertising in a Newspaper of General Circulation in the above matter, it is

ORDERED that plaintiff be permitted to postpone Sheriff's Sale to MAY 4, 2001 without new notice to defendant and without re-advertising in a newspaper of general circulation, provided, however, that plaintiff shall make public announcement of the scheduled sale date at the next sheriff's sale.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

J.

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

APR 02 2001

John K. Reilly
Prothonotary

COPY

Copy
7308

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
16 South Lansdowne Avenue
P.O. Box 457
Lansdowne, PA 19050
610 623-2660
Attorney I.D.# 52634

Attorney for Plaintiff

GMAC Mortgage Corporation
500 Enterprise Road
Horsham PA 19044-0963

COURT OF COMMON PLEAS
Clearfield COUNTY

PLAINTIFF
VS.
Valerie J. Gates
835 Deauville Court
Monroeville/Allegheny, PA 15146-2908

NO: 00-1025-CD

DEFENDANT

ORDER

AND NOW, to wit, this 2nd day of April, 2000, upon consideration of the Petition for Court Permission to Postpone Sheriff's Sale Without New Notice to Defendant and without re-advertising in a Newspaper of General Circulation in the above matter, it is

ORDERED that plaintiff be permitted to postpone Sheriff's Sale to MAY 4, 2001 without new notice to defendant and without re-advertising in a newspaper of general circulation, provided, however, that plaintiff shall make public announcement of the scheduled sale date at the next sheriff's sale.

BY THE COURT:

/s/JOHN K. REILLY, JR.

J.

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

APR 02 2001

Attest.

William J. Shan
Prothonotary

COPY

MARTHA E. VON ROSENSTIEL, P.C.

ATTORNEY AT LAW
16 SOUTH LANSDOWNE AVENUE
P.O. BOX 457
LANSDOWNE, PA 19050

610)623-2660

(610)623-2745 Fax

May 15, 2001

Office of the Sheriff of
CLEARFIELD County
Court House
Clearfield, PA 16830

RE: **GATES, Valerie J.**
309 Trcziyulny Street
Osceola Mills PA 16666
Docket # 00-1025-CD

Dear Sir/Madam:

This will confirm that at the sheriff's sale of 2/2/01 the above property was sold to me as attorney on the writ for \$1.00. I hereby assign my bid for the property to Federal Home Loan Mortgage Corporation, its successors and assigns, and ask that a Deed Poll be prepared and recorded accordingly. The transfer tax affidavit is enclosed in duplicate for your convenience.

The transfer is exempt from state and from local transfer taxes.

Kindly submit your final bill as soon as possible, so that settlement can be made and sale completed.

I appreciate your assistance.

Sincerely yours,

Martha E. Von Rosenstiel

Enclosure

COPY