

IN RE: JEFFREY S. GATTS
GMAC MORTGAGE CORPORATION -vs- VALERIE J. GATTS

2

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

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

: COURT OF COMMON PLEAS
: Clearfield COUNTY
:
:
:

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

: Case No: 00-1025-CD
:
:
:
:
:

CIVIL ACTION - MORTGAGE FORECLOSURE

**THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE**

NOTICE

ADVISO

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.

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.

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.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR 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

AUG 21 2000
AM / 2:20 PM
William A. Shaw
Prothonotary
2 CR + TO
80-
BY ATT
SHERIFF

MARTHA E. VON ROSENSTIEL, ESQUIRE
MARTHA E. VON ROSENSTIEL, P.C.
16 SOUTH LANSDOWNE AVENUE
PO BOX 457
LANSDOWNE, PA 19050
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GMAC Mortgage Corporation
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Valerie J. Gates
835 Deauville Court,
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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 Trczyulny 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 Trczyulny 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.

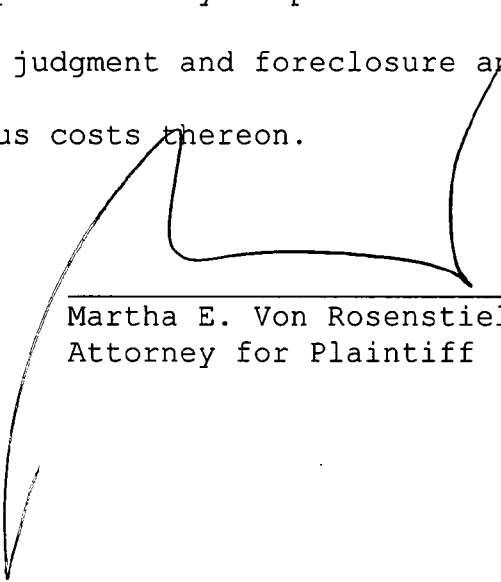
7. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

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 Trzciulny 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.

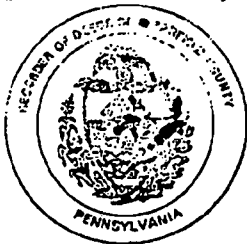
Being further identified as Clearfield County Tax Map No. 16.0-13-377-20 as shown on the assessment map in the Records of Clearfield County, PA.

BEING KNOWN AS 309 ~~TRZCIULNY~~ ^{TRZCIULNY} 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.

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 Zuck

FEES 19.50

Karen L. Starck, Recorder

Entered of Record Apr 7 1995 2:16 pm Karen L. Starck, Recorder

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 

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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA

HOMEOWNER'S NAME(S):

VALERIE J. GATES

PROPERTY ADDRESS:

309 TROZYLYN 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 Trozylmy 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

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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HOMEOWNER'S NAME(S):

PROPERTY ADDRESS:

LOAN ACCT. NO.:

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

VALERIE J. GATES
309 TROZYLNY STREET
OSCEOLA MILLS, PA 16666
MAILING: 835 DEAUVILLE CT
MONROEVILLE, PA 15146-2908
450111943
N/A
GMAC Mortgage

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Monroeville, PA 15146-2908 IS SERIOUSLY IN DEFAULT because:

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1,455.36

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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:

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

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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

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.
34.75	SHFF. DEFAZIO (ALLEGHENY) PAID BY: ATT
3.00	NOTARY (ALLEGHENY) PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

SEP 29 2000
0133pm
William A. Shaw
Prothonotary

Sworn to Before Me This

21st Day Of September 2000
William A. Shaw
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield, PA

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

PETER R. DEFAZIO
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF GMAC Mortgage Corp.

VS.

DEFT. VALERIE J. GATES

ADD. DEFT. 835 Deauville Court

ADD. DEFT. Monroeville, Pa. 15146-2908

GARNISHEE

ADDRESS

MUNICIPALITY or CITY WARD

DATE: _____ 19____

ATTY'S Phone

ATTY.

Martha E. Von Rosenstiel
ADDRESS 16 South Lansdowne Ave., PO box 457
Lansdown, Pa. 19050

CASE# 00-1025-CD

EXPIRES 9/22/00

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☒ NOTICE AND COMPLAINT

☐ REVIVAL of SCI FA

☐ INTERROGATORIES

☐ EXECUTION - LEVY OR GARNISHEE

☐ OTHER

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ CERT. MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORE

Now, September 1 2000, I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 12 day of Sept, 19 2000 at 2:00 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

☒ Defendant(s) personally served. Valerie Kisklano

☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____

☐ Adult in charge of Defendant's residence who refused to give name or 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. _____

☐ Other _____

☐ Property Posted _____

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

☐ Certified Mail ☐ Receipt _____ ☐ Envelope Returned _____ ☐ Neither receipt or envelope returned: writ expired _____

☐ Regular Mail Why _____

You are hereby notified that on _____, 19____, levy was made in the case of _____
Possession/Sale has been set for _____, 19____ at _____ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / SEP 18, 2000 / _____

PETER R. DEFAZIO, Sheriff

Additional Costs Due \$ _____, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

Notarial Seal
Sheila R. O'Brien, Notary Public
Pittsburgh, Allegheny County District
My Commission Expires June 18 2004

Member Pennsylvania Association of Notaries

White Copy - Sheriff

Yellow - Sheriff

Green - Notary

Blue - Attorney

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

ADVISO

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.

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.

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.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR 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. Shaw
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
500 Enterprise Road
Horsham, PA 19044-0963
Plaintiff,

: COURT OF COMMON PLEAS
: Clearfield COUNTY
:

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 Trczyulny 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 Trczyulny 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 Trczyulny 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.

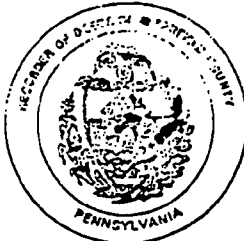
Being further identified as Clearfield County Tax Map No. 16.0-13-377-20 as shown on the assessment map in the Records of Clearfield County, PA.

BEING KNOWN AS 309 ~~TRCZYULNY~~ ^{TRCZYULNY} 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.

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 p.m. 4-7-95
BY Keslin Zuc
FEES 19.50
Karen L. Starck, Recorder

Entered of Record Apr 7 1995 2:16 p.m. Karen L. Starck, Recorder

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

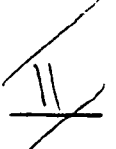
3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

Servicing

GMAC
Mortgage

Date: May 15, 2000

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

EXHIBIT 

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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA

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 Trozyiny 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:

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Address: 401 West 24th Street
National City, CA 91950

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

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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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EXHIBIT 

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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA

HOMEOWNER'S NAME(S):

PROPERTY ADDRESS:

LOAN ACCT. NO.:

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

VALERIE J. GATES
309 TROZYLYN STREET
OSCEOLA MILLS, PA 16666
MAILING: 835 DEAUVILLE CT
MONROEVILLE, PA 15146-2908
450111943
N/A
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 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	
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 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

Attorney for Plaintiff

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

[illegible]

: No: 00-1025-CD

Defendants

76. —

Attorney for Plaintiff

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

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: No: 00-1025-CD

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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 \$95.80per month	\$ 287.40
Additional monthly inspections from 09/01/2000 to 11/01/200 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 Trczyulny 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 Trczyulny 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
500 Enterprise Road
Horsham, PA 19044-0963
Plaintiff

vs.

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

: COURT OF COMMON PLEAS
: Clearfield COUNTY
:
:

: Case No: 00-1025-CD
:
:
:

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	

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

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Attorney for Plaintiff

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

VS.

No: 00-1025-CD

Defendants

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF DELAWARE

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

Notary Public

Notarial Seal
Elizabeth Tronieri, Notary Public
Lansdowne Boro, Delaware County
My Commission Expires June 10, 2003
Member, Pennsylvania Association of Notaries

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 9, 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

Attorney for Plaintiff

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

: No: 00-1025-CD

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

Defendants

Martha E. Von Rosenstiel
Attorney for Plaintiff

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 Trczyulny 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 Trczyulny 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 \$ 49,411.87

INTEREST

from _____ \$ _____

(Costs to be added) \$ _____

Prothonotary

By _____

*Clerk*Date Nov. 22, 2000

COURT OF COMMON PLEAS

No. 00-1025 CD Term, 19 _____

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 Treziulny 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 Trczyulny 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 Trczyulny Street.

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

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, 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:

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.

: NO: 00-1025-CD
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Valerie J. Gates
835 Deauville Court
Monroeville/Allegheny, PA 15146-2908

DEFENDANT

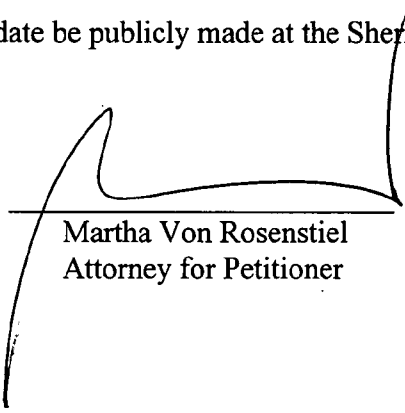
**PETITION FOR COURT PERMISSION TO POSTPONE SHERIFF'S SALE WITHOUT
NEW NOTICE TO DEFENDANT(S) AND WITHOUT READVERTISING IN A
NEWSPAPER OF GENERAL CIRCULATION**

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
:
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PLAINTIFF
VS.

: NO: 00-1025-CD
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Valerie J. Gates
835 Deauville Court
Monroeville/Allegheny, PA 15146-2908

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.

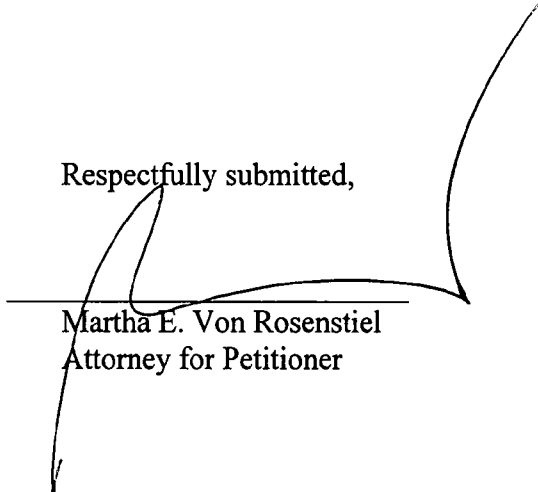
Petitioner is entitled to execution on its judgment. The procedural requirements for scheduling a Sheriff's Sale and notifying the defendants of the sale are extensive and expensive. Moreover, because of the intricacies of assuring proper notice of the sale to the defendants, a sheriff's sale must be 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

: COURT OF COMMON PLEAS
: Clearfield COUNTY

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APR 02 2001
O 1:38 PM
William A. Shaw
Prothonotary

atty. W. A. Shaw
WAS

For Accountable Mail

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Name and Address of Sender

MARTHA E. VON ROSENSTIEL, P.C.
Attorney At Law
16 S. Lansdowne Ave
Lansdowne, PA 19050

Indicate type of mail
☐ Registered ☐ Return Receipt
for
Merchandise
☐ Insured ☐ Int'l Recorded Del.
☐ Certified ☐ Express Mail

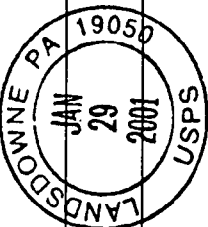
Check appropriate block for Registered Mail:
☐ With Postal Insurance
☐ Without Postal Insurance

Affix stamp here if issued as certified by mailing or for additional copies of the bill.

Postmark Date of Receipt
PA
PER METER
5073095

U.S. POSTAGE
3.75

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender if COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest Del. Fee	Remarks
1		Northwest Financial Consumer Discount Company 1635 North Atherton Street State College, Pa. 16803											
2		Domestic Relations of Clearfield County Clearfield County Courthouse 1 North 2nd Street Clearfield, Pa. 16830											
3		Pa. Dept. of Public Welfare PO Box 2675 Harrisburg, Pa. 17105											
4													
5													
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Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per price subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth-class parcels.								



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

Plaintiff

vs.

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

Defendants

: COURT OF COMMON PLEAS
 : CLEARFIELD COUNTY
 :
 :
 :

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

**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

1 Time Stamped Copy

~~Ally Brait T Miller~~

Martha Von Rosenfeld, P.C.

20

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 ex-posed 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	
XXX ADD'L MILEAGE 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 EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN (10) TEN DAYS FROM THIS DATE.

CHESTER A. HAWKINS, SHERIFF

FILED

MAY 22 2001
0/31.25/mr
William A. Shaw
Prothonotary

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:

RECEIVED NOV 27 2000

@ 11:45 AM
Chester A. Hawkins
by Margaret H. Putt

AMOUNT DUE \$ 49,411.87INTEREST
from _____ \$ _____

(Costs to be added) \$ _____

*Prothonotary*By 
ClerkDate 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
Monteoville, 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 Treziulny 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 Trczyulny 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 Trczyulny 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. Putt
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 Trzcizulny 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 Tronieri
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 Troziyulny 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

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
statement filed in this case.

APR 02 2001

Prothonotary

COPY

William L. Shaw
Prothonotary

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 Trczyulny 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