

00-1117-CD
Bank of NY vs John Tokarcik

80

Richard M. Squire, Esquire
I.D. No. 04267

Richard M. Squire & Associates, LLC
7919 Washington Lane
Wyncote, PA 19095
Attn: (215) 886-6354 Fax (215) 886-1355

The Bank of New York, as Trustee under the
Pooling and Servicing Agreement dated as of
May 31, 1996, Series 1996B,

PLAINTIFF,

v.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO: 00-1117-CO

CIVIL ACTION

(54) JOHN C. TOKARCIK (54)

516 Knarr Street, Dubois, PA 15801,

(64) LUJEN TOKARCIK, (64)

516 Knarr Street, Dubois, PA 15801,

DEFENDANT(S).

**COMPLAINT - CIVIL ACTION
NOTICE TO DEFEND**

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim of 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.

Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Telephone: 800-692-7375

FILED

SEP 11 2000

William A. Shaw
Prothonotary

AVISO

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 asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara 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 edades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTANCIA LEGAL.

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Attorneys for Plaintiff

The Bank of New York, as Trustee under the
Pooling and Servicing Agreement dated as of
May 31, 1996, Series 1996B,

PLAINTIFF,

v.

JOHN C. TOKARCIK,
516 Knarr Street, Dubois, PA 15801,

LUJEN TOKARCIK,
516 Knarr Street, Dubois, PA 15801,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO:

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of May 31, 1996, Series 1996B, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of May 31, 1996, Series 1996B ("Plaintiff"), is a corporation with a principal place of business at c/o Rosicki, Rosicki & Associates, P.C., One Old Country Road, Suite 429, Carle Place, NY 11514.

2. The name and mailing address of each individual Defendant is:

John C. Tokarcik, 516 Knarr Street, Dubois, PA 15801. LuJen Tokarcik, 516 Knarr Street, Dubois, PA 15801.

3. John C. Tokarcik and LuJen Tokarcik executed a mortgage with TMS Mortgage Inc., a New Jersey Corporation, dba The Money Store on 04/25/1996 (the "Mortgage"), in the amount of \$45,400.00, which Mortgage was recorded with the Recorder of Deeds of Clearfield

County on 04/30/1996 in Mortgage Book 1754, Page 54. The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and is incorporated herein by reference as though fully set forth at length.

4. TMS Mortgage Inc., a New Jersey Corporation, dba The Money Store assigned all right, title and interest in the Mortgage to The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of May 31, 1996, Series 1996B, which assignment was recorded in the Recorder of Deeds Office for the County of Clearfield on 07/01/1997, in Book 1854 at Page 33.

5. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original mortgagee, or is the present holder of the Mortgage by virtue of the above-described assignments.

6. Each Mortgagor named in paragraph 3 above executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached hereto and marked as Exhibit "B" and is incorporated herein by reference as though fully set forth at length.

7. The real property which is subject to the Mortgage is generally known as 516 Knarr Street, Dubois, Clearfield County, Pennsylvania 15801, (the "Mortgaged Premises"). The legal description of the Mortgaged Premises is attached hereto and marked as Exhibit "C" and is incorporated herein by reference as though fully set forth at length.

8. The interest of each individual Defendant is as Mortgagor, Real Owner or both.

9. If any Defendant above-named is deceased, this action shall proceed against the deceased Defendant's heirs, assigns, successors, administrators, personal representatives and / or executors through his / her estate, however, the estate of said Defendant is hereby released from liability for the debt secured by the Mortgage.

10. The Mortgage is in default because the monthly payment of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of July 27, 2000 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with the charges specifically itemized below are immediately due and payable.

11. The following amounts are due as of July 27, 2000:

Principal of Mortgage debt due and unpaid	\$43,918.85
Interest due and owing from 3/01/2000 to 7/27/00 at 11.625%, \$14.06 per diem	\$2,094.94
Late Charges accrued to	\$0.00
plus Late Charges of \$0 per month assessed on the 11th day after payment is due	\$0.00
Corporate Advance	\$2,091.52
Bad Check Fees	\$15.00
Reasonable Attorneys Fees	\$2,195.94
Other Charges	<u>\$0.00</u>
TOTAL	<u>\$50,316.25</u>

12. Interest accrues at a per diem rate of \$14.06, and late charges accrue at a monthly rate of \$0, assessed on the 11th day payment is past due for each date after July 27, 2000 and Plaintiff may incur additional attorneys' fees and costs as well as other expenses, costs and charges collectable under the Note and Mortgage.

13. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq. was mailed to each individual Defendant via regular mail and certified mail, return receipt requested, on 06/13/2000. A true and correct copy of said notice is attached hereto and marked as Exhibit "D" and is incorporated herein by reference as though fully set forth at length.

WHEREFORE, Plaintiff demands judgment against Defendant(s) John C. Tokarcik, LuJen Tokarcik, for foreclosure and sale of the Mortgaged Premises in the amounts due as set forth in paragraph 11, namely \$50,316.25, plus the following amounts accruing after July 27, 2000, to the date of judgment: (i) interest at a per diem rate of \$14.06; (ii) late charges of \$0 per month assessed on the 11th day payment is past due; and (iii) additional attorneys' fees hereafter incurred and costs of suit.

Richard M. Squire & Associates, LLC

Richard M. Squire, Esquire
7919 Washington Lane
Wyncote, PA 19095
(215) 884-6354

Date: July 27, 2000

UNLESS YOU NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PART OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

I, Joseph Berger, hereby certify that I am an agent for Plaintiff and am authorized to make this verification on its behalf. I verify that the facts and statements set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.


Name: Joseph Berger
Title: Litigation Specialist

Date: July 27, 2000

1643-018

0073652276

LOAN NO. 035-004-00042640-5

MORTGAGE

TOKarcik

THE NOTE THIS SECURITY INSTRUMENT SECURES CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE MONTHLY PAYMENTS WILL BE LOWER.

THIS MORTGAGE is made this **APRIL 25, 1996**
JOHN C. TOKARCIK AND LUCILLE TOKARCIK, HUSBAND AND WIFE

between the Mortgagor,

(herein "Borrower"), and the Mortgagee, **TMS MORTGAGE INC., A NEW JERSEY CORPORATION, DBA THE MONEY STORE**
organized and existing under the laws of **THE STATE OF NEW JERSEY**
3824 NORTHERN PIKE, SUITE 150, MONROEVILLE, PENNSYLVANIA 15146
(herein "Lender").

whose address is

WHEREAS, Borrower is indebted to Lender in the principal sum of **FORTY FIVE THOUSAND FOUR HUNDRED AND NO / 100** Dollars (U.S. **\$45,400.00**), together with interest, which indebtedness is evidenced by Borrower's note dated **APRIL 25, 1996** (the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **MAY 01, 2026**

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest and other charges thereon; extensions and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Mortgage to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained in this Mortgage, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the **DUBOIS**
TOWN CLEARFIELD COUNTY COMMONWEALTH OF PENNSYLVANIA

SEE ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES;

Being the same premises conveyed to the Borrower by deed of

dated the **10/14/82**, recorded on the **10/19/82**
in Book **858** of Deeds, page **151**, Uniform Parcel Identifier **74-11-3071** in the
County **CLEARFIELD** Office, and which has the address of

being the same property commonly known as:

516 KNARR STREET, DUBOIS, PENNSYLVANIA 15801 ("Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage. All of the foregoing, together with such property (or the leasehold estate if this Mortgage is on a leasehold) are called the "Property".



Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness and all other charges evidenced by the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied first to interest accrued through the date the payment is received and the remainder, if any, to the principal balance.

If Borrower owes Lender any late charges, or other fees or charges, ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, if any, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and any other hazards as Lender may require and in such amount and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in the Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien

which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender.

If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender on one or more occasions in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of that or any other right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Mortgage, but does not execute the Note, (a) is signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower at the mailing address shown in the signed loan application or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared

to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration shall give notice to Borrower as provided in Paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure by judicial proceeding.

The notice shall further inform Borrower of the right to reinstate this Mortgage after acceleration and the right to bring a court action or to assert in the judicial proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding or invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs and costs of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time up to one hour prior to commencement of bidding at a sheriff's sale or other judicial sale of the Property if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; and (c) Borrower pays all reasonable attorneys' fees and court costs as permitted by law; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under this Paragraph 15 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not

limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

18. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release the Mortgage. Borrower shall pay any release fees and costs of recordation unless applicable law provides otherwise.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

John C. Tok
JOHN C. TOKARCIK

(Seal)
-Borrower

LuJen Tokarciak
LUJEN TOKARCIK

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ELK :
:

On this, the 25TH day of APRIL, 1996, before me a notary public of the above Commonwealth, the undersigned officer, personally appeared JOHN C & LUJEN TOKARCIK known to me (or satisfactorily proven) to be the person(s) whose name(s) ARE within instrument, and acknowledged that THEY executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Monica M. Kraus

AFTER RECORDING RETURN ORIGINAL TO:
THE MONEY STORE
P.O. BOX 160128
SACRAMENTO, CALIFORNIA 95816-0128

Title of Officer	NOTARIAL SEAL
	MONICA M. KRAUS, Notary Public St. Marys, Elk County My Commission Expires July 17, 1997



ADJUSTABLE RATE RIDER

(LIBOR Six Month Index As Published by *The Wall Street Journal* -- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25TH day of APRIL, 19 96, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to TMS MORTGAGE INC. A NEW JERSEY CORPORATION, DBA THE MONEY STORE (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

516 KNARR STREET, DUBOIS, PENNSYLVANIA 15801

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1ST day of NOVEMBER, 19 96, and on the 1ST day of every 6TH month thereafter. Each date on which my interest rate could change is called a "Change Date"

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published by *The Wall Street Journal*. The most recent Index figure available as of the 20th day of the calendar month immediately preceding each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published by *The Wall Street Journal*, the Note Holder will choose a new index or source of index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 50 / 100 percentage points (5.500 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.750 % or less than

..... 8.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **ONE & NO/100** percentage point(s) (..... 1.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest will never be greater than 14.750 %, or less than 8.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any payment change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


JOHN C. TOKARCIK (Seal)
-Borrower


LAJEN TOKARCIK (Seal)
-Borrower

..... (Seal)
-Borrower

..... (Seal)
-Borrower

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

BEGINNING at a post at a corner formed by the intersection of the Westerly line of Knarr Street with the Northerly line of Leopold Alley (first Alley Northerly from Tozier Avenue); thence North 68° West by line of said Leopold Alley, 150 feet, more or less, to an Alley; thence Northeasterly by line of said Alley, 61 feet, more or less, to a post at corner of Lot No. 14; thence South 55-1/2° East by line of said Lot No. 14, a distance of 150 feet, more or less, to a post at Knarr Street; thence South 30-3/4° West by line of said Knarr Street, 31 feet, more or less, to Leopold Alley, the place of beginning.

BEING the same premises which became vested in Larry R. Reed, et ux. by deed of Dennis L. Gray, et ux., dated May 26, 1978, and recorded in

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 9:05 AM 4-30-96
BY Money Starck
FEES 21.50
Karen L Starck, Recorder

FROM:

JOHN C TOKARCICK
LUJEN TOKARCICK
516 KNARR STREET
DUBOIS, PA 15801

TO:

THE MONEY STORE
3824 NORTHERN PIKE
MONROEVILLE, PA 15146

MAIL TO:

THE MONEY STORE
PO BOX 160128
SACRAMENTO, CA 95816-0128

APRIL 25, 1996

ADJUSTABLE RATE NOTE

(LIBOR Six Month Index As Published by *The Wall Street Journal* -- Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATE I MUST PAY.

0073052276

516 KNARR STREET, DUBOIS, PENNSYLVANIA 15801

Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **45,400.00** (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is **TMS MORTGAGE INC., A NEW JERSEY CORPORATION, DBA THE MONEY STORE**. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note and who is entitled to receive payments under this Note will be called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **8.750** %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 5(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the **1ST** day of each month beginning on **JUNE 1, 1996**.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on **MAY 01, 2026**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at **TMS MORTGAGE INC., PO BOX 1058**

NEWARK, NEW JERSEY 07101-1058 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ **357.17**. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(D) Other Charges

If I owe the Note Holder any late charges, or other fees or charges ("other charges"), they will be payable upon demand of the Note Holder. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to the Note Holder in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Note Holder.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the **1ST** day of **NOVEMBER, 1996**, and on the **1ST** day of every **6TH** month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for **six month** U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published by *The Wall Street Journal*. The most recent Index figure available as of the 20th day of the calendar month immediately preceding each Change Date is called the "Current Index."

PENNSYLVANIA ARM NOTE 4/5/94
PAARMNOT.ARM
SIL&D# MONE200.PA
Rev. 03-14-95

Page 1 of 4

035-004-00012640-5



If the Index is no longer available, or is no longer published by *The Wall Street Journal*, the Note Holder will choose a new index or source of index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **FIVE AND 50 / 100** percentage points (**5.500** %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **9.750** % or less than **8.750** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **ONE AND NO/100** percentage point(s) (**1.00** %) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **14.750** %, or less than **8.750** %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any payment change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will promptly pay a late charge to the Note Holder. The amount of the charge will be 5% of my full monthly payment, but not more than U.S. \$50.00. I will pay this late charge only once on any late monthly payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

(F) Check Collection Charges

If I present the Note Holder with a check, negotiable order of withdrawal, share draft or other instrument in payment (a "payment item") that is returned or dishonored for any reason, I will pay a check collection charge to the Note Holder. The amount of the charge will be U.S. \$15.00.

6. THIS NOTE SECURED BY A SECURITY INSTRUMENT

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), on real property (the "Property") described in the Security Instrument and dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. The Security Instrument describes how and under what conditions I may also be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Note Holder's prior written consent, Note Holder may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Note Holder if exercise is prohibited by federal law as of the date of this Security Instrument.

If Note Holder exercises this option, Note Holder shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Note Holder may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

7. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

Subject to the application of payments described in Section 3, I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate change.

If the original principal amount of this loan is \$50,000 or less, I may make a full prepayment or a partial prepayment without paying any penalty. However, if the original principal amount of this Note exceeds \$50,000, and, if within the first N/A months from the date of this loan, I make any prepayment(s), within any 12 month period, whose total amount exceeds 20 percent of the original principal amount of this loan, I will pay a prepayment charge equal to six months interest on the amount by which the total of my prepayment(s) within that 12 month period exceeds 20 percent of the original principal amount of this loan.

8. BORROWER'S WAIVERS

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

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail addressed to me at the mailing address shown in the signed loan application. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

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

10. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount

owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 8 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 8 above) is also obligated to keep all of the promises made in this Note. This Note is intended by Lender and me as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in a writing signed by me and the Note Holder. This Note benefits Lender, its successors and assigns, and binds me and my heirs, personal representatives and assigns.

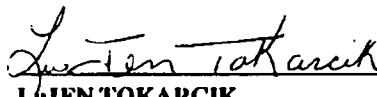
11. APPLICABLE LAW

This Note shall be governed by the laws of the Commonwealth of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me.

12. BORROWER'S COPY

I hereby acknowledge receipt of a filled-in copy of this Note.


JOHN C. TOKARCIK (Seal)
-Borrower


LAJEN TOKARCIK (Seal)
-Borrower

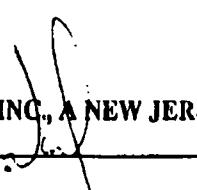
(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Note Only)

Pay to the order of

TMS MORTGAGE INC., A NEW JERSEY CORPORATION, DBA THE MONEY STORE

By: 

MEL WACH

Title: BRANCH MANAGER

MORTGAGE TITLE INSURANCE POLICY

SCHEDULE A CONTINUED

Policy No. 39 0155 107 00000987

File No. CF0460932

Legal Description

ALL that certain parcel or piece of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post at a corner formed by the intersection of the Westerly line of Knarr Street with the Northerly line of Leopold Alley (first Alley Northerly from Tozier Avenue); thence North 68 degree West by line of said Leopold Alley, 150 feet, more or less, to an Alley; thence Northeasterly by line of said Alley, 61 feet, more or less, to a post at corner of Lot No. 14; thence South 55-1/2 degree East by line of said Lot No. 14, a distance of 150 feet, more or less, to a post at Knarr Street; thence South 30-3/4 degree West by line of said Knarr Street 31 feet, more or less, to Leopold Alley, the place of beginning.

PLAINTIFF'S
EXHIBIT

ALL-STATE[®] INTERNATIONAL

This policy is invalid unless the insuring provisions and Schedules A and B are attached

Chicago Title Insurance Company

THE MONEY STORE

P 931 154 666

June 13, 2000

NBRC73052276



0073052276NBRC

John Tokarcik
516 Knarr St
Dubois, PA 15801

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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 Homeowners' Emergency 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, 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 "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME(S) : John Tokarcik
PROPERTY ADDRESS: 516 Knarr St
LOAN ACCOUNT NUMBER: 73052276
CURRENT LENDER/SERVICER TMS Mortgage Inc.



The Money Store
P. O. Box 96053, Charlotte, NC 28296-0053 Phone: 1-800-795-5125 Ext. 10302

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 PROVISION OF THE HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"). YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

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

TEMPORARY STAY OF FORECLOSURE- Under the Act, you are entitled to a temporary stay of the 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 designated consumer counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for THIRTY (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, and sign and file a completed Homeowners' Emergency Assistance 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within THIRTY (30) days of your face-to-face meeting.

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 you application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT. (If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at 516 Knarr St Dubois, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

Delinquent Payment Balance:	\$1,364.57
(b) Late charge(s) :	\$0.00
(c) Other charge(s): NSF & Advances	\$25.00
(d) Less: Credit Balance	\$221.83
(e) Total amount required as of 06/12/2000:	\$1,167.74

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT- You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS, \$1,167.74, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail:
TMS Mortgage Inc.
PO Box 96053
Charlotte, NC 28296-0053

Overnight Mail:
FUNB Lockbox 96053
1525 West W. T. Harris Blvd.
Charlotte, NC 28262-0053

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

IF YOU DO NOT CURE THE DEFAULT- If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right 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 amount of default is not made within THIRTY (30) days of the letter date, TMS Mortgage, Inc., also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held is would be approximately FIVE (5) 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 BY TELEPHONE OR MAIL

Name of Lender: The Money Store
Address: FUNB LOCKBOX 96053
City, State, Zip Charlotte, NC 28262-0053
Telephone Number: 800-795-5125 Ext. 10302
Facsimile Number: 916-617-0655

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 furniture and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE- You 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 attorneys' 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 BORROWER 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. (HOWEVER, YOU ARE NOT ENTITLED TO THIS RIGHT MORE THAN THREE TIMES IN A 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.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED TO THIS LETTER.

Sincerely,

TMS Mortgage Inc.

THE MONEY STORE

P 931 154 667

June 13, 2000

NBRC73052276

[REDACTED]
Lujen Tokarcik
516 Knarr St
Dubois, PA 15801

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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 Homeowners' Emergency 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, 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.

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HOMEOWNER'S NAME(S) :

PROPERTY ADDRESS:

Lujen Tokarcik

516 Knarr St

Dubois, PA 15801

LOAN ACCOUNT NUMBER:

CURRENT LENDER/SERVICER

73052276

TMS Mortgage Inc.

The Money Store
P. O. Box 96053, Charlotte, NC 28296-0053 Phone: 1-800-795-5125 Ext. 10302

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 PROVISION OF THE HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"). YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

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

TEMPORARY STAY OF FORECLOSURE- Under the Act, you are entitled to a temporary stay of the 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 designated consumer counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for THIRTY (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, and sign and file a completed Homeowners' Emergency Assistance 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 completed application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within THIRTY (30) days of your face-to-face meeting.

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 you application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT. (If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at 516 Knarr St Dubois, PA 15801 IS SERIOUSLY IN DEFAULT because:
YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS and the following amounts are now past due:

Delinquent Payment Balance:	\$1,364.57
(b) Late charge(s) :	\$0.00
(c) Other charge(s): NSF & Advances	\$25.00
(d) Less: Credit Balance	\$221.83
(e) Total amount required as of 06/12/2000:	\$1,167.74

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT. You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS, \$1,167.74, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail:
TMS Mortgage Inc.
PO Box 96053
Charlotte, NC 28296-0053

Overnight Mail:
FUNB Lockbox 96053
1525 West W. T. Harris Blvd.
Charlotte, NC 28262-0053

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

IF YOU DO NOT CURE THE DEFAULT- If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right 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 amount of default is not made within THIRTY (30) days of the letter date, TMS Mortgage, Inc., also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held is would be approximately FIVE (5) 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.

FILED

SEP 11 2000

1146/att'y Dquine
William A. Shaw
Prothonotary

pd \$80.00

2cc Sherry

HOW TO CONTACT THE LENDER BY TELEPHONE OR MAIL

Name of Lender: The Money Store
Address: FUNB LOCKBOX 96053
City, State, Zip Charlotte, NC 28262-0053
Telephone Number: 800-795-5125 Ext. 10302
Facsimile Number: 916-617-0655

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 furniture and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE- You 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 attorneys' 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 BORROWER 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. (HOWEVER, YOU ARE NOT ENTITLED TO THIS RIGHT MORE THAN THREE TIMES IN A 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.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED TO THIS LETTER.

Sincerely,

TMS Mortgage Inc.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10171

THE BANK OF NEW YORK, AS

00-1117-CD

VS.
TOKARCIK, JOHN C.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW SEPTEMBER 19, 2000 AT 12:48 PM DST SERVED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE ON LUJEN TOKARCIK, DEFENDANT AT RESIDENCE 516
KNARR ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LUJEN
TOKARCIK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN
MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: McCLEARY/NEVLING**

**NOW SEPTEMBER 19, 2000 AT 12:48 PM DST SERVED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE ON JOHN C. TOKARCIK, DEFENDANT AT RESIDENCE 516
KNARR ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LUJEN
TOKARCIK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN
MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: McCLEARY/NEVLING**

Return Costs

Cost	Description
53.64	SHFF. HAWKINS PAID BY: ATTY
20.00	SURCHARGE PAID BY: ATTY

FILED

OCT 09 2000
013:40
William A. Shaw
Prothonotary

Sworn to Before Me This

9th Day of October 2000
William A. Shaw

So Answers,

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

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

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
ID No. 04267
7919 Washington Lane
Wyncote, PA 19095

The Bank of New York, as trustee under the
pooling and servicing agreement dated as of May
31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
64 Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO 00-1117-CD

CIVIL ACTION

DEFENDANTS.

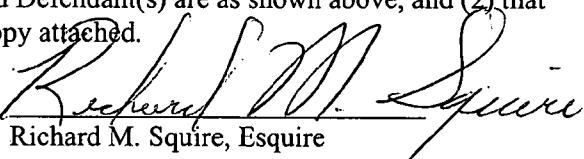
**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against John C. Tokarcik and Lujen Tokarcik, Defendant for her failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for Foreclosure and Sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$50,316.25
Interest from 07/27/00 to 01/04/01	<u>\$ 2,263.66</u>
TOTAL	\$52,579.91

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


Richard M. Squire, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: January 8, 2001


PROTHONOTARY

FILED

JAN 08 2001

William A. Shaw
Prothonotary

Richard M. Squire, Esquire

I.D. No. 04267

Squire & Associates

7919 Washington Lane

Wyncote, PA 19095

Telephone: 215-886-6354

Fax: 215-886-1355

Attorneys for Plaintiff

The Bank of New York,

v.

John C. Tokarcik

Court of Common Pleas

Civil Division

Clearfield County

No. 00-1117-CD

**To: John C. Tokarcik
516 Knarr Street
Dubois, PA 15801**

DATE OF NOTICE: October 19, 2000

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

IMPORTANT NOTICE

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

**Lawyer Reference Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375**

**Richard M. Squire, Esquire
Attorney for Plaintiff**

Richard M. Squire, Esquire
I.D. No. 04267
Squire & Associates
7919 Washington Lane
Wyncote, PA 19095
Telephone: 215-886-6354
Fax: 215-886-1355
Attorneys for Plaintiff

The Bank of New York,

v.

John C. Tokarcik
Lujen Tokarcik

Court of Common Pleas

Civil Division

Clearfield County

No. 00-1117-CD

To: Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DATE OF NOTICE: October 19, 2000

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

IMPORTANT NOTICE

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Lawyer Reference Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

Richard M. Squire, Esquire
Attorney for Plaintiff

Richard M. Squire, Esquire
I.D. No. 04267
Squire & Associates
7919 Washington Lane
Wyncote, PA 19095
Telephone: 215-886-6354
Fax: 215-886-1355
Attorneys for Plaintiff

The Bank of New York,

v.

John C. Tokarcik
Lujen Tokarcik

Court of Common Pleas

Civil Division

Clearfield County

No. 00-1117-CD

To: Tenants/Occupants
516 Knarr Street
Dubois, PA 15801

DATE OF NOTICE: October 19, 2000

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

IMPORTANT NOTICE

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

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Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

Richard M. Squire, Esquire
Attorney for Plaintiff

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
ID No. 04267
7919 Washington Lane
Wyncote, PA 19095

The Bank of New York, as trustee under the
pooling and servicing agreement dated as of May
31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO 00-1117-CD

CIVIL ACTION

VERIFICATION OF NON-MILITARY SERVICE

Richard M. Squire, Esquire, hereby verifies that he is attorney for the Plaintiff in the
above-captioned matter, and that on information and belief, he has knowledge of the following facts, to
wit:

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

(b) that Defendants John C. Tokarcik and Lujen Tokarcik are over 18 years of age and
reside at 516 Knarr Street, Dubois, PA 15801.

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


RICHARD M. SQUIRE, ESQUIRE
Attorney for Plaintiff

FILED

Mo. cc
MAGNUSSEN ATT'D
JAN 18 2001 \$0.00

William A. Shaw Notice to the
Prothonotary Descendants
Statement to PSS

E. A. Shaw

COPY

Office of the
PROTHONOTARY
Clearfield County
230 E. Market Street
Clearfield, PA 16830
(814)765-2641

Date Jan. 8, 2001

The Bank of New York, as trustee under the
pooling and servicing agreement dated as of May
31, 1996, Series 1996B

PLAINTIFF,

v.

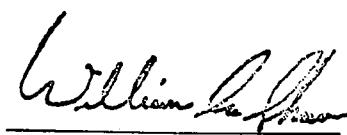
John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

NOTICE

TO: Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

Pursuant to requirements of Pennsylvania Rules of Civil Procedure, Rule 236, notice is hereby given that
on January 8, 2001, a judgment(decrees)(order) was entered against you in this office in the
proceeding as indicated above.



Prothonotary

Deputy Prothonotary

Date Mailed: 01-08-01

COPY

Office of the
PROTHONOTARY
Clearfield County
230 E. Market Street
Clearfield, PA 16830
(814)765-2641

Date Jan. 8, 2001

The Bank of New York, as trustee under the
pooling and servicing agreement dated as of May
31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

NOTICE

TO: John C. Tokarcik
516 Knarr Street
Dubois, PA 15801

Pursuant to requirements of Pennsylvania Rules of Civil Procedure, Rule 236, notice is hereby given that
on January 8, 2001, a judgment(decrees)(order) was entered against you in this office in the
proceeding as indicated above.



Prothonotary

Deputy Prothonotary

Date Mailed: 01-08-01

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

COPY

Bank of New York
Plaintiff(s)

No.: 2000-01117-CD

Real Debt: \$52,579.91

Atty's Comm:

Vs.

Costs: \$

Int. From:

John C. Tokarcik
Lujen Tokarcik
Defendant(s)

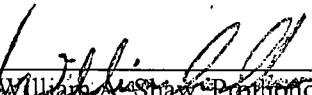
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 8, 2001

Expires: January 8, 2006

Certified from the record this 8th day of January, 2001


William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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


Plaintiff/Attorney

Richard M. Squire, Esquire
Richard M. Squire & Associates, LLC
Attorney ID#04267
7919 Washington Lane
Wyncote, PA 19095
(215) 886-6354

The Bank of New York, as trustee under the pooling and servicing agreement dated as of May 31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 00-1117-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1

Plaintiff, by its/his/her Attorney, Richard M. Squire, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praeclipe for Writ of Execution on the date(s) appearing on the attached Certificates of Mailing.
2. A Notice of Sheriff's Sale was sent to the Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

FILED

MAR 22 2001

William A. Shaw
Prothonotary

RICHARD M. SQUIRE & ASSOCIATES

Richard M. Squire, Esquire
Attorney for Plaintiff

Dated: March 20, 2001

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC
7919 Washington Lane
Wyncote, PA 19095
(215) 886-6354 Fax (215) 886-1355
Attorneys for Plaintiff

The Bank of New York, as trustee under
the pooling and servicing agreement
dated as of May 31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1117-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

Date: February 5, 2001

To: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

OWNER(S): John C. Tokarcik and Lujen Tokarcik

PROPERTY: 516 Knarr Street, Dubois, PA 15801

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff Sale on April 6, 2001 at 10:00 a.m., in the Clearfield County Courthouse 230 E. Market Street, Clearfield, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

CC A 11

NAME AND ADDRESS OF SENDER

Richard M. Squire & Associates
7919 Washington Lane
Wyncote, PA 19095

Richard M. Squire & Associates
7919 Washington Lane
Wyncote, PA 19095

INDICATE TYPE OF MAIL

CHECK APPROPRIATE BLOCK FOR

POSTMARK AND DATE OF RECEIPT

Registered Mail
 Insured
 COD
 Certified Mail
 Express Mail

Registered Mail:
 With Postal Insurance
 Without Postal Insurance

Affix stamp here if issued as certificate of mailing
or for additional copies of this bill.

Line	Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If C.O.D.	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Del. Fee
1	Tom Clearfield County	Dubois Regional Medical Center P.O. Box 447, 100 Hospital Avenue Dubois, PA 15801										----- Remarks
2	Tokarick Lien holders	Tenant/Occupant 516 Knarr Street Dubois, PA 15801										
3		Domestic Relations 230 E. Market Street Clearfield, PA 16380										
4		Commonwealth of PA Dept of Revenue Dept of Revenue 280946 Harrisburg, PA 17128-0946										
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Line	Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If C.O.D.	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Del. Fee
1	Tom Clearfield County	Dubois Regional Medical Center P.O. Box 447, 100 Hospital Avenue Dubois, PA 15801										----- Remarks
2	Tokarick Lien holders	Tenant/Occupant 516 Knarr Street Dubois, PA 15801										
3		Domestic Relations 230 E. Market Street Clearfield, PA 16380										
4		Commonwealth of PA Dept of Revenue Dept of Revenue 280946 Harrisburg, PA 17128-0946										
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~~REAL ESTATE SALE~~
~~EXECUTION SERVICE SHEET~~~~REAL ESTATE SALE~~

DATE RECEIVED: JANUARY 18, 2001

DKT: EX PAGE: 10625

DEFENDANT(S): JOHN C. TOKARCIK AND LUJEN TOKARCIK

ADDRESS: 516 KNARR STREET
DUBOIS, PA 15801

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEEWRIT OF EXECUTION; NOTICE OF SALE TO POST-SERVE; WRIT LEVY; WRIT OF POSSESSION;
INTERROGATORIES TO GARNISHEE

MUST BE SERVED, POSTED OR LEVIED ON BY: 2-23-01

DATE SERVED, POSTED OR LEVIED: 22-06-01 TIME: 8:21NAME OF PERSON SERVED: LuJen TOKARCIKTITLE: DEFENDANTWHERE SERVED (ADDRESS): 175 BEAVER DRIVE DUBOIS, PADEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

00-1117-CD TOKARCIK
SERVED, POSTED OR LEVIED ON BY: Concert11
CB

~~REAL ESTATE SALE~~
EXECUTION SERVICE SHEET

DATE RECEIVED: JANUARY 18, 2001

DKT: EX PAGE: 10625

DEFENDANT(S): JOHN C. TOKARCIK AND LUJEN TOKARCIK

ADDRESS: 516 KNARR STREET
DUBOIS, PA 15801

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION; NOTICE OF SALE TO POST-SERVE; WRIT LEVY; WRIT OF POSSESSION;
INTERROGATORIES TO GARNISHEE

MUST BE SERVED, POSTED OR LEVIED ON BY: 2-23-01

DATE SERVED, POSTED OR LEVIED: 2-23-01 TIME: 8:28 A.M.NAME OF PERSON SERVED: Post F.D.

TITLE: _____

WHERE SERVED (ADDRESS): 516 Knarr St, Dubois, PADEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

00-1117-CD TOKARCIKSERVED, POSTED OR LEVIED ON BY: ConArtist

~~REAL ESTATE SALE~~
EXECUTION SERVICE SHEET

DATE RECEIVED: JANUARY 18, 2001

DKT: EX PAGE: 10625

DEFENDANT(S): JOHN C. TOKARCIK AND LUJEN TOKARCIK

ADDRESS: 516 KNARR STREET
DUBOIS, PA 15801

LEVY & POST AT: SAME AS ABOVE

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INTERROGATORIES TO GARNIShee

MUST BE SERVED, POSTED OR LEVIED ON BY: 2-23-01

DATE SERVED POSTED OR LEVIED: 02-06-01 TIME: 9:05 a.m.NAME OF PERSON SERVED: John TokarcikTITLE: DefendantWHERE SERVED (ADDRESS): Post Office, Dubois, Beaver DriveDEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

00-1117-CD TOKARCIK

SERVED, POSTED OR LEVIED ON BY: Courrier

~~REAL ESTATE SALE~~
EXECUTIVE SERVICE SHEET

~~REAL ESTATE SAL.~~

DATE RECEIVED: JANUARY 18, 2001

DKT: EX PAGE: 10625

DEFENDANT(S): JOHN C. TOKARCIK AND LUJEN TOKARCIK

ADDRESS: 516 KNARR STREET
DUBOIS, PA 15801

LEVY & POST AT: SAME AS ABOVE

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INTERROGATORIES TO GARNISHEE

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SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

00-1117-CD TOKARCIK

SERVED, POSTED OR LEVIED ON BY: Courier/Bit

~~REAL ESTATE SALE~~~~REAL ESTATE SALE~~EXECUTION SERVICE SHEET

DATE RECEIVED: JANUARY 18, 2001

DKT: EX PAGE: 10625

DEFENDANT(S): JOHN C. TOKARCIK AND LUJEN TOKARCIK

ADDRESS: 516 KNARR STREET
DUBOIS, PA 15801

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEEWRIT OF EXECUTION; NOTICE OF SALE TO POST-SERVE; WRIT LEVY; WRIT OF POSSESSION;
INTERROGATORIES TO GARNISHEE

MUST BE SERVED, POSTED OR LEVIED ON BY: 2-23-01

DATE SERVED, POSTED OR LEVIED: 02-06-01TIME: 09:15 a.m.NAME OF PERSON SERVED: LUJEN TOKARCIKTITLE: DEFENDANTWHERE SERVED (ADDRESS): 175 BEAUFORT DRIVE, DUBOIS, PA

DEFENDANT(S): RESIDENCE

EMPLOYMENT

SIGNATURE OF PERSON SERVED:

DATE:

ATTEMPTS:

SPECIAL DIRECTIONS:

00-1117-CD TOKARCIKSERVED, POSTED OR LEVIED ON BY: Con A.R.I.B.T

~~REAL ESTATE SALE~~
EXECUTION SERVICE SHEET~~REAL ESTATE SALE~~

DATE RECEIVED: JANUARY 18, 2001

DKT: EX PAGE: 10625

DEFENDANT(S): JOHN C. TOKARCIK AND LUJEN TOKARCIK

ADDRESS: 516 KNARR STREET
DUBOIS, PA 15801

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEEWRIT OF EXECUTION; NOTICE OF SALE TO POST-SERVE; WRIT LEVY; WRIT OF POSSESSION;
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MUST BE SERVED, POSTED OR LEVIED ON BY: 2-23-01

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SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

00-1117-CD TOKARCIK
SERVED, POSTED OR LEVIED ON BY: Courier 131

FILED

MAR 22 2001

07/120/45
William A. Shaw
Prothonotary

1 CEN to ATTY
E

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC
7919 Washington Lane
Wyncote, PA 19095
(215) 886-6354 Fax (215) 886-1355
Attorneys for Plaintiff

The Bank of New York, as trustee under
the pooling and servicing agreement
dated as of May 31, 1996, Series 1996B

PLAINTIFF,

v.

54
John C. Tokarcik
64 Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1117-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)
To the Prothonotary:

Issue Writ of Execution in the above matter.

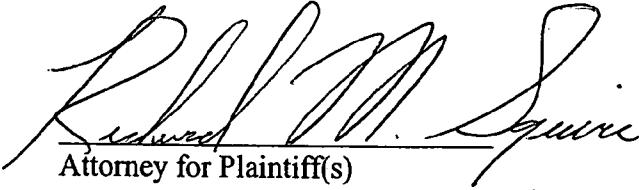
Amount Due	\$50,316.25
Interest From 01/08/01 to Date of Sale	\$ _____
@ \$14.06 per diem	\$ 40.00
* plus fees and costs	

FILED

JAN 18 2001

William A. Shaw
Prothonotary

Dated 1/18/01


Richard M. Squire
Attorney for Plaintiff(s)

00-1117-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
The Bank of New York
Plaintiff,

v.

John C. Tokarcik
Lujen Tokarcik

Defendant.

PRAECLPICE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed: _____

Richard M. Squire, Esquire
Richard M. Squire & Associates, LLC

7919 Washington Lane

Wyncote, PA 19095

(215) 886-6354 Fax (215) 886-1355

Attorneys for Plaintiff


Richard M. Squire
Attorney for Plaintiff(s)

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC
7919 Washington Lane
Wyncote, PA 19095
(215) 886-6354 Fax (215) 886-1355
Attorneys for Plaintiff

The Bank of New York, as trustee under the
pooling and servicing agreement dated as of
May 31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

WRIT OF EXECUTION
(Mortgage Foreclosure)

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

(See attached legal description)

AMOUNT DUE \$50,316.25

INTEREST FROM 01/08/01 to Date of Sale \$
@ 14.06 per diem, plus fees and costs \$

PROTHONOTARY

Seal of Court

BY:

Date _____

Deputy Prothonotary

00-1117-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
The Bank of New York
Plaintiff,

v.

John C. Tokarcik
Lujen Tokarcik

Defendant.

WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed: _____

Richard M. Squire, Esquire
Richard M. Squire & Associates, LLC
7919 Washington Lane
Wyncote, PA 19095
(215) 886-6354 Fax (215) 886-1355
[Handwritten signature]
Attnorneys for Plaintiff
Richard M. Squire, Esquire

516 Knarr Street
Dubois, PA 15801
Property Address

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC
7919 Washington Lane
Wyncote, PA 19095
(215) 886-6354 Fax (215) 886-1355
Attorneys for Plaintiff

The Bank of New York, as trustee under
the pooling and servicing agreement
dated as of May 31, 1996, Series 1996B

PLAINTIFF,

V

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York, as trustee under the pooling and servicing agreement dated as of May 31, 1996, Series 1996B, Plaintiff in the above action, being authorized to do so, sets forth as of the date the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at 516 Knarr Street, Dubois, PA 15801.

1. Name and last known address of Owner(s) or Reputed Owner(s):

John C. Tokarcik 516 Knarr Street
Dubois, PA 15801

Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

2. Name and last known address of Defendant(s) in the judgment:

John C. Tokarcik
516 Knarr Street
Dubois, PA 15801

Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

4. Name and address of last recorded holder of every mortgage of record:
Dubois Regional Medical Center P.O. Box 447
Dubois, PA 15801

5. Name and address of every other person who has any record lien on the property:
6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Tenant/Occupant

516 Knarr Street
Dubois, PA 15801

Domestic Relations
Clearfield County

230 E. Market Street
Clearfield, PA 16830

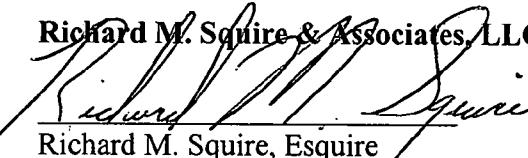
Commonwealth of PA
Department of Revenue
Bureau of Compliance
Dept. 280946

Harrisburg, PA 17128-0946

VERIFICATION

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Richard M. Squire & Associates, LLC

By: 

Richard M. Squire, Esquire
7919 Washington Lane
Wyncote, PA 19095
Attorneys for Plaintiff

Date: January 16, 2001

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
ID No. 04267
7919 Washington Lane
Wyncote, PA 19095

The Bank of New York, as trustee under the
pooling and servicing agreement dated as of May
31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 00-1117-CD

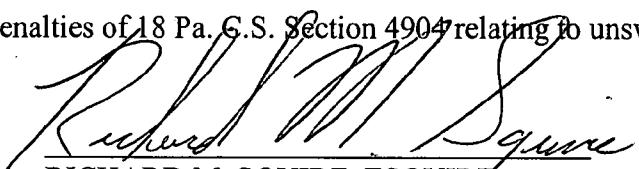
CIVIL ACTION

CERTIFICATION

Richard M. Squire, Esquire, hereby verifies that he is attorney for the Plaintiff in the above captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

- An FHA Mortgage
- Non-owner occupied
- Vacant
- Act 91 Procedures have been fulfilled

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


RICHARD M. SQUIRE, ESQUIRE
Attorney for Plaintiff

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC
7919 Washington Lane
Wyncote, PA 19095
(215) 886-6354 Fax (215) 886-1355
Attorneys for Plaintiff

The Bank of New York, as trustee under
the pooling and servicing agreement
dated as of May 31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1117-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

Date: January 16, 2001

To: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF' SALE
OF REAL PROPERTY

OWNER(S): John C. Tokarcik and Lujen Tokarcik

PROPERTY: 516 Knarr Street, Dubois, PA 15801

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff Sale, _____
at 10:00 a.m., in the Clearfield County Courthouse 230 E. Market Street, Clearfield, PA 16830. Our
records indicate that you may hold a mortgage or judgment on the property which will be extinguished by
the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30
days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed
thereto within 10 days after the filing of the schedule.

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC
7919 Washington Lane
Wyncote, PA 19095
(215) 886-6354 Fax (215) 886-1355
Attorneys for Plaintiff

The Bank of New York, as trustee under
the pooling and servicing agreement
dated as of May 31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1117-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: John C. Tokarcik
516 Knarr Street
Dubois, PA 15801

Your house (real estate) at 516 Knarr Street, Dubois, PA 15801 is scheduled to be sold at Sheriff's Sale on _____ at 10:00 am in the Clearfield County Courthouse 230 E. Market Street, Clearfield, PA 16830 to enforce the court judgment of \$50,316.25 plus interest to the sale date obtained by The Bank of New York, as trustee under the pooling and servicing agreement dated as of May 31, 1996, Series 1996B against you.

**NOTICE OF OWNER'S RIGHTS
YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be canceled if you pay back to The Bank of New York, as trustee under the pooling and servicing agreement dated as of May 31, 1996, Series 1996B, the amount of the judgment plus costs or the back payments, late charges, costs and reasonable attorneys' fees due. To find out how much you must pay, you may call: Richard M. Squire, Esquire at (215) 886-6354
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the

judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below on how to obtain an attorney.)

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Clearfield County Sheriff's Office at (814) 765-2641
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened you may call the Clearfield County Courthouse at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will, remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than 30 days after the Sheriff's Sale. This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the date of filing of said schedule.
7. You may also have other rights and defenses or ways of getting your house back, if you act immediately after the sale.

**Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375**

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC
7919 Washington Lane
Wyncote, PA 19095
(215) 886-6354 Fax (215) 886-1355
Attorneys for Plaintiff

The Bank of New York, as trustee under
the pooling and servicing agreement
dated as of May 31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1117-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

Your house (real estate) at 516 Knarr Street, Dubois, PA 15801 is scheduled to be sold at Sheriff's Sale on _____ at 10:00 am in the Clearfield County Courthouse 230 E. Market Street, Clearfield, PA 16830 to enforce the court judgment of \$50,316.25 plus interest to the sale date obtained by The Bank of New York, as trustee under the pooling and servicing agreement dated as of May 31, 1996, Series 1996B against you.

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3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened you may call the Clearfield County Courthouse at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will, remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than 30 days after the Sheriff's Sale. This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the date of filing of said schedule.
7. You may also have other rights and defenses or ways of getting your house back, if you act immediately after the sale.

**Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375**

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
ID No. 04267
7919 Washington Lane
Wyncote, PA 19095
215-886-6354

The Bank of New York, as trustee under the
pooling and servicing agreement dated as of May
31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 00-1117-CD

CIVIL ACTION

SHORT DESCRIPTION

ALL that certain parcel or piece of land situate, lying and being in the City of
Dubois, Clearfield County, Pennsylvania, being bounded and described as follows, to
wit:

BEGINNING at a post at a corner formed by the intersection of the Westerly line of
Knarr Street with the Northerly line of Leopold Alley (first Alley Northerly from
Tozier Avenue); thence North 68 degree West by line of said Leopold Alley, 150
feet, more or less, to an Alley; thence Northeasterly by line of said Alley, 61
feet, more or less, to a post at corner of Lot No. 14; thence South 55-1/2 degree
East by line of said Lot No. 14, a distance of 150 feet, more or less, to a post at
Knarr Street; thence South 30-3/4 degree West by line of said Knarr Street 31 feet,
more or less, to Leopold Alley, the place of beginning.

FILED

JAN 18 2001
SAC/Acty Squre Pd
William A. Shaw
Postonctany
\$20.00

6 WNT to Sherry
Fees

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

Bank of New York,

Vs.

NO.: 2000-01117-CD

John C. Tokarcik ,
Lujen Tokarcik ,

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANK OF NEW YORK, , Plaintiff(s) from JOHN C. TOKARCIK , LUJEN TOKARCIK , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE \$50,316.25	PAID \$40.00
INTEREST From 1/08/01 to date of sale at \$14.06 per diem	SHERIFF \$
PROTH. COSTS \$	OTHER COSTS \$
ATTY'S COMM \$	
DATE 01/18/2001	



William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Richard M. Squire, Esquire

Sheriff

Premier Process Services, LLC
Po Box 8271
Cherry Hill, NJ 08002-02
Phone (856) 262-0474 Fax (856) 740-3651
Verification of Service

FILED

Plaintiff(s): <u>The Bank of New York, as Trustee</u>	Court Term & No. <u>00-1117-CD</u>	MAY 31 2001 <u>mail in noce</u> <u>928</u>
Vs. <u>John C. Tokarcik</u> <u>Lujen Tokarcik</u>	County <u>Clearfield</u>	William A. Shaw Prothonotary

Name of Defendant(s) to Serve: <u>Lujen Tokarcik</u>	<input type="checkbox"/> Civil Action Complaint in Mortgage Foreclosure <input checked="" type="checkbox"/> Notice of Sheriff Sale <input type="checkbox"/> Other _____ <input type="checkbox"/> Writ of Execution
---	---

Serve at: 516 Knarr Street Dubois, PA 15801

Special Instructions	SERVICE MUST BE COMPLETED NO LATER THAN 02/18/01 FAX COPY OF SERVICE RETURN BEFORE MAILING THE ORIGINAL
----------------------	--

Served & Made Known To _____

On the _____ day of _____, 20____, at _____ O'clock _____ m,

At _____ County of _____

Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served
 Adult family member with whom Defendant(s) reside(s). Relationship is _____
 Adult in charge of Defendant(s) residence who refused to give name of relationship.
 Other _____

Description	Age	Height	Weight	Race	Sex
-------------	-----	--------	--------	------	-----

On the Fels day of 18, 2001, at 10 o'clock A M,

Defendant Not Found Because: Moved _____ Unknown _____ No Answer Vacant _____ Other _____

Attempts Made & Comments: 2/12/01 NA, 2/14/01 XA, 2/16/01 NA
② 8am ② 12:00pm ② 5:00pm

The undersigned understands that the statements herein set forth above are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Rural Lawns
 Process server/Competent Adult

RS#1543-058 RS

Date Febr 18, 2001

Premier Process Services, LLC
Po Box 8271
Cherry Hill, NJ 08002-02
Phone (856) 262-0474 Fax (856) 740-3651
Verification of Service

FILED

MAY 31 2001

m12:101 nocc EK
William A. Shaw

Plaintiff(s): The Bank of New York, as Trustee Court Term & No. 00-1117-CD

Vs. John C. Tokarcik County Clearfield

Lujen Tokarcik

Name of Defendant(s) to Serve: John C. Tokarcik

Civil Action Complaint in Mortgage Foreclosure
 Notice of Sheriff Sale
 Other _____
 Writ of Execution

Serve at:
516 Knarr Street
Dubois, PA 15801

Special Instructions **SERVICE MUST BE COMPLETED NO LATER THAN 02/18/01**
FAX COPY OF SERVICE RETURN BEFORE MAILING THE ORIGINAL

Served & Made Known To _____

On the _____ day of _____, 20____, at _____ O'clock _____ m,

At _____ County of _____
Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served
 Adult family member with whom Defendant(s) reside(s). Relationship is _____
 Adult in charge of Defendant(s) residence who refused to give name of relationship.
 Other _____

Description _____ Age _____ Height _____ Weight _____ Race _____ Sex _____

On the Feb _____ day of 18, 2001, at 10 o'clock A M,

Defendant Not Found Because: Moved _____ Unknown _____ No Answer Vacant _____ Other _____
Attempts Made & Comments: 2/12/01 NA, 2/14/01 @ 8am, 2/16/01 @ 1200pm, 2/16/01 @ 5:00pm

The undersigned understands that the statements herein set forth above are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Ronald L. Simon
Process server/Competent Adult

Date Feb 18, 2001
~~RS-1513-058~~ RS

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC
7919 Washington Lane
Wyncote, PA 19095
(215) 886-6354 Fax (215) 886-1355
Attorneys for Plaintiff

The Bank of New York, as trustee under
the pooling and servicing agreement
dated as of May 31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 00-1117-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

Date: January 16, 2001

To: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF' SALE
OF REAL PROPERTY

OWNER(S): John C. Tokarcik and Lujen Tokarcik

PROPERTY: 516 Knarr Street, Dubois, PA 15801

Improvements: RESIDENTIAL DWELLING

FRIDAY,
APRIL 6, 2001

The above captioned property is scheduled to be sold at the Clearfield County Sheriff Sale, APRIL 6, 2001 at 10:00 a.m., in the Clearfield County Courthouse 230 E. Market Street, Clearfield, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
ID No. 04267
7919 Washington Lane
Wyncote, PA 19095
215-886-6354

The Bank of New York, as trustee under the
pooling and servicing agreement dated as of May
31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 00-1117-CD

CIVIL ACTION

SHORT DESCRIPTION

ALL that certain parcel or piece of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a post at a corner formed by the intersection of the Westerly line of Knarr Street with the Northerly line of Leopold Alley (first Alley Northerly from Tozier Avenue); thence North 68 degree West by line of said Leopold Alley, 150 feet, more or less, to an Alley; thence Northeasterly by line of said Alley, 61 feet, more or less, to a post at corner of Lot No. 14; thence South 55-1/2 degree East by line of said Lot No. 14, a distance of 150 feet, more or less, to a post at Knarr Street; thence South 30-3/4 degree West by line of said Knarr Street 31 feet, more or less, to Leopold Alley, the place of beginning.

SEIZED, taken in execution to be sold as the property of JOHN C. TOKARCIK AND LUJEN TOKARCIK, at the suit of THE BANK OF NEW YORK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MAY 31, 1996, SERIES 1996B. JUDGMENT NO. 00-1117-CD.

Commonwealth of Pennsylvania)
)
County of Clearfield)

WRIT OF EXECUTION

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against James V Riggie, Defendant(s).

1. You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

2. You are also directed to attach the property of the defendant not levied upon in the possession of: _____

as

Garnishee(s) per property description:

Confessed Judgment by Complaint entered May 8, 1998.

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

Amount Due:	\$4,339.56
Interest:	\$ 788.67
Clerks Fee:	\$ 20.00
Sheriff:	\$ 220.00
Total:	\$5,368.23

Dated: 6/13/01

(SEAL)

Dated this 12th day of June, 2001

Lynda Long
Lynda Long, The Remit Corporation
36 West Main Street
Bloomsburg, PA 17815
(570) 387-6470



Clerk of Judicial Records

Chief Deputy

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10625

BANK OF NEW YORK

00-1117-CD

VS.

TOKARCIK, JOHN C. AND LUJEN

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 6, 2001, AT 8:21 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, APRIL 6, 2001, AT 10:00 AM.

NOW, FEBRUARY 6, 2001, AT 9:05 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOHN TOKARCIK, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, POST OFFICE, BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO JOHN TOKARCIK, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, FEBRUARY 6, 2001, AT 9:15 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LUJEN TOKARCIK, DEFENDANT, AT HER PLACE OF EMPLOYMENT, 175 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO LUJEN TOKARCIK, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 6, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR THREE THOUSAND (\$3,000.00) DOLLARS PLUS COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10625

BANK OF NEW YORK

00-1117-CD

VS.

TOKARCIK, JOHN C. AND LUJEN

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, MAY 31, 2001, FAXED ATTORNEY THAT IF PAYMENT IS NOT RECEIVED
WRIT WILL BE RETURNED AS ABANDONED.**

**NOW, JULY 16, 2001, RECEIVED PHONE CALL FROM ATTORNEY SQUIRE'S OFFICE,
THEY WOULD LIKE TO KNOW WHY DEED IS NOT FILED, INFORMED HIM THAT
WRIT IS BEING RETURNED AS ABANDONED, HAVE NOT RECEIVED PAYMENT
HE ASKED FOR AN UPDATED BILL AND PAYMENT WILL BE OVERNIGHTED.
MAILED AND FAXES NEW BILL TO ATTORNEY.**

**NOW, JULY 20, 2001, RECEIVED ATTORNEY CHECK #3330 IN THE AMOUNT OF
TWO THOUSAND THIRTY-TWO DOLLARS AND FIFTY-ONE CENTS (\$2,032.51)
FOR COSTS DUE. ALSO RECEIVED ATTORNEY CHECK #3315 IN THE AMOUNT OF
FIFTEEN DOLLARS AND FIFTY CENTS (\$15.50) FOR DEED FILING - THIS AMOUNT
IS INCLUDED IN OUR COSTS - THIS CHECK WILL BE RETURNED TO ATTORNEY.
PAID COSTS FROM ADVANCE AND ATTORNEY CHECK, DEED WILL BE RECORDED
WHEN SMOKE TEST IS DONE.**

**NOW, JULY 23, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE
PLAINTIFF PURCHASING THE PROPERTY FOR THREE THOUSAND DOLLARS
(\$3,000.00) PLUS COSTS. PAID COSTS FROM ADVANCE AND ATTORNEY PAYING
REMAINING COSTS, DEED WAS FILED THIS DATE.**

**SHERIFF HAWKINS \$218.84
SURCHARGE \$ 40.00
PAID BY ATTORNEY**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10625

BANK OF NEW YORK

00-1117-CD

VS.

TOKARCIK, JOHN C. AND LUJEN

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

25th Day of October 2001


So Answers,


by Sergeant W. Pitt
Chester A. Hawkins
Sheriff

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

FILED

11/11/2001

01056 AM

William A. Shaw
Prothonotary



Sheriff's Office
Clearfield County

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814)765-5915

CHESTER A. HAWKINS
SHERIFF

1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT CLERK

PETER F SMITH
SOLICITOR



YOU CAN WUN, BUT YOU CAN'T HIDE!

DATE FAXED: MAY 31, 2001

TO: RICHARD SQUIRE, ESQ.

FAX #: 215-886-1355 **PHONE #:** _____

FROM: PEGGY - CLEARFIELD COUNTY SHERIFF

NO. OF PAGES, INCLUDING COVER: 2

MESSAGE: IF PAYMENT IS NOT RECEIVED ON THIS SALE BY JUNE 8, 2001, THE

WRIT WILL BE RETURNED AS ABANDONED.

COPY

SHERIFF OF CLEARFIELD COUNTY

Market Street
CLEARFIELD, PA. 16830

THE BANK OF NEW YORK, as trustee under the
pooling and servicing agreement
dated as of May 31, 1996, Series 1996B

VS

JOHN C. TOKARCIK

LUJEN TOKARCIK

MAY 31, 2001

XIX

RICHARD M. SQUIRE, ESQ.

7919 Washington Lane

Wyncote, PA 19095

No. 00-1117-CD

() SERVICE WILL BE MADE UPON RECEIPT OF COSTS
XXXXRETURN WILL BE FILED UPON RECEIPT OF PAYMENT

X RELEASE MAXX X SEPARATE X CHECKS X PAYABLE TO XXXX

SHERIFF OF CLEARFIELD COUNTY

ADVERTISING

TAXES

TAX CLAIM

LIEN AND MORTGAGE SEARCH

DEED COSTS

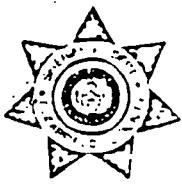
LEGAL JOURNAL

PROTHONOTARY

REMARKS: WRIT WILL BE RETURNED AS ABANDONED IF PAYMENT
IS NOT RECEIVED BY JUNE 8, 2001

	\$ 208	84	
	639	36	
	280	54	
	1,010	26	
	135	00	
	20	50	
	69	75	
	40	00	
TOTAL	\$2,404	25	
LESS ADVANCE	-1,000	00	
AMOUNT DUE	\$1,404	25	

COPY



Sheriff's Office
Clearfield County

OFFICE (814) 765-2641
AFTER 4:00 PM (814) 765-1533

CLEARFIELD COUNTY FAX
(814)765-5915

CHESTER A. HAWKINS
SHERIFF

1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

**MARGARET PUTT
OFFICE MANAGER**

MARILYN HAMM
DEPT CLERK

PETER F. SMITH
SOLICITOR



YOU CAN WUN, BUT YOU CAN'T HIDE!

DATE FAXED: JULY 16, 2001

TO: JAMES GRIFFITHS

RICHARD M. SQUIRE, ESQ.

FAX #: 215-886-1355

FROM: PEGGY

PHONE #:

NO. OF PAGES, INCLUDING COVER: 2

MESSAGE: PLEASE READ NOTE AT BOTTOM OF BILL

COPY

SHERIFF OF CLEARFIELD COUNTY

Market Street
CLEARFIELD, PA. 16830

THE BANK OF NEW YORK, as trustee under
the pooling and servicing agreement
dated as of May 31, 1996, Series 1996B

VS

JOHN C. TOKARCIK

LUJEN TOKARCIK

JULY 16, 2001

XXX

RICHARD M. SQUIRE, ESQ.

7919 Washington Lane

Wyncote, PA 19095

No. 00-1117-CD

() SERVICE WILL BE MADE UPON RECEIPT OF COSTS
XXX) RETURN WILL BE FILED UPON RECEIPT OF PAYMENT

X PLEASE MAKE X SEPARATE CHECK SIX PAYABLE XXX

SHERIFF OF CLEARFIELD COUNTY

ADVERTISING

TAXES - 2001 (County, City and School)

TAX CLAIM

DEED COSTS

LIEN AND MORTGAGE SEARCH

LEGAL JOURNAL

PROTHONOTARY

REMARKS:

	\$ 218	84
	639	36
	903	80
	1,005	26
	20	50
	135	00
	69	75
	40	00
TOTAL	\$ 3,032	51
LESS ADVANCE	- 1,000	00
TOTAL DUE	\$ 2,032	51

***** JAMES,

IN ORDER FOR THE CITY OF DUBOIS TO ATTACH THEIR SEAL TO THE DEED
(THIS HAS TO BE DONE BEFORE THE RECORDERS OFFICE WILL FILE THE DEED) YOU
XXXXX NEED TO HAVE A SMOKE TEST DONE ON THE PROPERTY. I DO NOT KNOW
EVERYTHING THAT IS INVOLVED BUT YOU CAN CALL "ESSIE" AT 814-371-2000 ext 131
WHEN THE TEST IS COMPLETE AND HAS PASSED YOU WILL NEED TO CALL ME AND I
WILL THEN FILE THE DEED. I DIDN'T REALIZE THE PROPERTY IS IN DUBOIS CITY
WHEN WE TALKED THIS MORNING OR I WOULD HAVE TOLD YOU THEN.

CALL ME AT 814-765-2641 ext 1361

COPY

Beggy

RICHARD M. SQUIRE AND ASSOCIATES, LLC

ATTORNEYS AT LAW

Offices In Pennsylvania And New Jersey

Richard M. Squire *
John M. Crockett **
Stephen V. Yarnell

* Also Admitted In MD
** Admitted In NJ

Pamela S. Fouch,
Senior Paralegal

7919 Washington Lane
Wyncote, PA 19095
Tel 215 886-6354
Fax 215-886-1355

Email: squirelaw@aol.com

New Jersey Office
66 Wildcat Branch Drive
Sicklerville, NJ 08081
Tel (610) 766-0296
Fax (856) 740-3651

John M. Crockett,
Resident Managing Attorney

July 16, 2001

VIA U.S. MAIL

Clearfield County Sheriff
Attn: Peggy
Courthouse; 230 East Market Street
Clearfield, PA 16830

RE: **THE BANK OF NEW YORK V. TOKARCIK, JOHN C AND LUJEN;**
CASE NO. 00-1117-CD; SHERIFF'S SALE DATE 04/06/01; PROPERTY
ADDRESS: 516 KNARR STREET, DUBOIS, PA; OUR FILE NO. 1643-018.

Dear Peggy:

Enclosed is a \$2,032.51 check in payment of the outstanding Sheriff's Sale costs. Also enclosed are the realty transfer tax statement of value forms and the fee to have the Deed recorded. Please prepare the Deed to convey title to The Bank Of New York As Trustee Under The Pooling And Servicing Agreement Dated As Of May 31, 1996, Series 1996-B whose proincipal address is c/o Rosicki, Rosicki & Associates, P.C., One Old Country Road, Suite 429, Carle Place, NY 11514. Please forward the Recorded Deed in the self-addressed and stamped envelope provided.

I contacted "Essie" at the Dubois City Hall and was informed that the above-listed property had already passed its smoke test.

Thank you for your assistance in this matter. If there are any questions or concerns, please feel free to contact me.

Very truly Yours,

Richard M. Squire & Assoc., LLC



James Griffiths, paralegal

COPY

3330

RICHARD M. SQUIRE & ASSOCIATES, LLC

7919 WASHINGTON LANE
WYNCOTE, PA 19095

MELLON BANK, N.A.
PHILADELPHIA, PA 19106

3-3-310

07/16/2001

PAY TO THE
ORDER OF Sheriff of Clearfield County

Two Thousand Thirty-Two and 51/100***** DOLLARS

Sheriff of Clearfield County

MEMO

1643-018/Tokarcik/Service

Ex-10625

1003330 10310000370 00085804330

CCPY

3315

RICHARD M. SQUIRE & ASSOCIATES, LLC

7919 WASHINGTON LANE
WYNCOTE, PA 19095

MELLON BANK, N.A.
PHILADELPHIA, PA 19106

3-3-310

07/16/2001

PAY TO THE
ORDER OF **Clearfield County Recorder of Deeds**

Fifteen and 50/100***** DOLLARS

Clearfield County Recorder of Deeds

MEMO

1643-018/Tokarcik/Recording Fee

10003315 100310000370 0008580433

COPY

This check returned July 23 2001
Deed costs were included
in bill

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, APRIL 9, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice, time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting the date, time and place of sale at the Court House in Clearfield on the 6th day of APRIL 2001, I exposed to within described real estate of JOHN C. TOKARCIK AND LUJEN TOKARCIK

to public venue or outcry at which time and place I sold the same to THE BANK OF NEW YORK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT et al he/she being the highest bidder, for the sum of \$ 3,000.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	9.88
LEVY	15.00
MILEAGE	9.88
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY <i>Phone & Fax</i>	15.00
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING	10.00
TOTAL SHERIFF COSTS	\$ 218.84

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 50,316.25
INTEREST from 01-08-01 TO DATE OF SALE @\$14.06 PER DIEM	TO BE ADDED
TOTAL DEBT & INTEREST	\$ 50,316.25

COSTS:

ATTORNEY FEES	\$ —
PROTH. SATISFACTION	639.36
ADVERTISING	953.80
LATE CHARGES & FEES	1,005.26
TAXES-Collector	
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	—
LIST OF LIENS	135.00
MORTGAGE SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	20.50
ATTORNEY COMMISSION	21.8.84
SHERIFF COSTS	69.75
LEGAL JOURNAL AD	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	
FORECLOSURE FEES	\$ 40.00

TOTAL COSTS

\$ 3,032.51

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	—
TOTAL DEED COSTS	\$ 20.50

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

Chester A. Hawkins, Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10625

BANK OF NEW YORK

00-1117-CD

VS.

TOKARCIK, JOHN C. AND LUJEN

WRIT OF EXECUTION REAL ESTATE

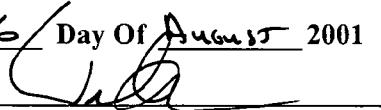
SHERIFF RETURNS

NOW, AUGUST 6, 2001, PAID DUBOIS CITY TAX COLLECTOR THE TWENTY-SEVEN
(\$27.00) DOLLAS THAT IS DUE ON TAXES. DEED WAS MAILED TO ATTORNEY
THIS DATE.

FILED

6/6/01 AUG 06 2001
10:30 AM
William A. Shaw
Prothonotary

Sworn to Before Me This

6 Day Of August 2001


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

So Answers,

Chester Hawkins
by *Maryann H. Pitt*
Chester A. Hawkins
Sheriff

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

Bank of New York,

Vs.

NO.: 2000-01117-CD

John C. Tokarcik ,
Lujen Tokarcik ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due BANK OF NEW YORK, , Plaintiff(s) from JOHN C. TOKARCIK , LUJEN TOKARCIK , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE \$50,316.25

PAID \$40.00

INTEREST From 1/08/01 to date of sale at \$14.06 per diem

SHERIFF \$

PROTH. COSTS \$

OTHER COSTS \$

ATTY'S COMM \$

DATE 01/18/2001



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 18th day
of January A.D. 2001
At 3:45 A.M./P.M.

Requesting Party: Richard M. Squire, Esquire

Wesley A. Hawkins
Sheriff by Margaret H. Pitt

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
ID No. 04267
7919 Washington Lane
Wyncote, PA 19095
215-886-6354

The Bank of New York, as trustee under the
pooling and servicing agreement dated as of May
31, 1996, Series 1996B

PLAINTIFF,

v.

John C. Tokarcik
Lujen Tokarcik
516 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO. 00-1117-CD

CIVIL ACTION

SHORT DESCRIPTION

ALL that certain parcel or piece of land situate, lying and being in the City of
Dubois, Clearfield County, Pennsylvania, being bounded and described as follows, to
wit:

BEGINNING at a post at a corner formed by the intersection of the Westerly line of
Knarr Street with the Northerly line of Leopold Alley (first Alley Northerly from
Tozier Avenue); thence North 68 degree West by line of said Leopold Alley, 150
feet, more or less, to an Alley; thence Northeasterly by line of said Alley, 61
feet, more or less, to a post at corner of Lot No. 14; thence South 55-1/2 degree
East by line of said Lot No. 14, a distance of 150 feet, more or less, to a post at
Knarr Street; thence South 30-3/4 degree West by line of said Knarr Street 31 feet,
more or less, to Leopold Alley, the place of beginning.

 In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10625

BANK OF NEW YORK

00-1117-CD

VS.

TOKARCIK, JOHN C. AND LUJEN

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 6, 2001, AT 8:21 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, APRIL 6, 2001, AT 10:00 AM.

NOW, FEBRUARY 6, 2001, AT 9:05 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOHN TOKARCIK, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, POST OFFICE, BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO JOHN TOKARCIK, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, FEBRUARY 6, 2001, AT 9:15 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LUJEN TOKARCIK, DEFENDANT, AT HER PLACE OF EMPLOYMENT, 175 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO LUJEN TOKARCIK, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 6, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR THREE THOUSAND (\$3,000.00) DOLLARS PLUS COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10625

BANK OF NEW YORK

00-1117-CD

VS.

TOKARCIK, JOHN C. AND LUJEN

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, MAY 31, 2001, FAXED ATTORNEY THAT IF PAYMENT IS NOT RECEIVED
WRIT WILL BE RETURNED AS ABANDONED.**

**NOW, JULY 16, 2001, RECEIVED PHONE CALL FROM ATTORNEY SQUIRE'S OFFICE,
THEY WOULD LIKE TO KNOW WHY DEED IS NOT FILED, INFORMED HIM THAT
WRIT IS BEING RETURNED AS ABANDONED, HAVE NOT RECEIVED PAYMENT
HE ASKED FOR AN UPDATED BILL AND PAYMENT WILL BE OVERNIGHTED.
MAILED AND FAXES NEW BILL TO ATTORNEY.**

**NOW, JULY 20, 2001, RECEIVED ATTORNEY CHECK #3330 IN THE AMOUNT OF
TWO THOUSAND THIRTY-TWO DOLLARS AND FIFTY-ONE CENTS (\$2,032.51)
FOR COSTS DUE. ALSO RECEIVED ATTORNEY CHECK #3315 IN THE AMOUNT OF
FIFTEEN DOLLARS AND FIFTY CENTS (\$15.50) FOR DEED FILING - THIS AMOUNT
IS INCLUDED IN OUR COSTS - THIS CHECK WILL BE RETURNED TO ATTORNEY.
PAID COSTS FROM ADVANCE AND ATTORNEY CHECK, DEED WILL BE RECORDED
WHEN SMOKE TEST IS DONE.**

**NOW, JULY 23, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE
PLAINTIFF PURCHASING THE PROPERTY FOR THREE THOUSAND DOLLARS
(\$3,000.00) PLUS COSTS. PAID COSTS FROM ADVANCE AND ATTORNEY PAYING
REMAINING COSTS, DEED WAS FILED THIS DATE.**

**SHERIFF HAWKINS \$218.84
SURCHARGE \$ 40.00
PAID BY ATTORNEY**

**NOW, JULY 26, 2001, RECEIVED A PHONE CALL FROM ALEXIS STETZ, DUBOIS
CITY TAX COLLECTOR, THE AMOUNT THAT WAS PAID THEM WAS INCORRECT.
WE NEED ANOTHER TWENTY-SEVEN (\$27.00) DOLLARF FOR TAXES. CALLED
ATTORNEY THIS DATE AND ASKED THAT A CHECK BE SENT IN THIS AMOUNT.**

**NOW, JULY 28, 2001, RECEIVED ATTORNEY CHECK #3466 IN THE AMOUNT OF
TWENTY-SEVEN (\$27.00) DOLLARS FOR TAXES DUE.**