

00-124, CD
THE CHASE MANILAITAN BANK as Trustee -vs- KAREN L. RICE

BY: GREGORY JAVARDIAN, ESQUIRE
ATTORNEY I.D. #55669
44 Second Street Pike, Suite 101
Southampton, PA 18966
(215) 942-9690

Attorney for Plaintiff

(14) THE CHASE MANHATTAN BANK,
AS TRUSTEE OF TMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
5901 EAST FOWLER AVENUE
TAMPA, FL 33617-2362
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 00-1245-CO

COMPLAINT IN
MORTGAGE FORECLOSURE

Vs.

(14) KAREN L. RICE (14)
501 STONE STREET
OSCEOLA MILLS, PA 16666
DEFENDANT(S)

COMPLAINT - CIVIL ACTION

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-7891

FILED

OCT 05 2000

William A. Shaw
Prothonotary

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
44 SECOND STREET PIKE
SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690
Attorney for Plaintiff

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COMPLAINT IN
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OSCEOLA MILLS, PA 16666
DEFENDANT(S)

CIVIL ACTION MORTGAGE FORECLOSURE

- 1.. The Chase Manhattan Bank, as Trustee of the IMC Home Equity Loan Trust 1998-2 under the pooling and servicing agreement dated as of 3/1/98, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania and brings this action to foreclosure the mortgage between Karen L. Rice, Mortgagor(s) (hereinafter referred to as "Defendant") and itself as Mortgagee by assignment. Said Mortgage was dated August 27, 1997 and was recorded in the Office of the Recorder of Deeds and Mortgages in Clearfield County in Mortgage Book 1867, page 554. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.

2. The Mortgage is secured by Defendant(s) Note dated August 27, 1997 in the amount of \$40,950.00 payable to Plaintiff in monthly installments with an interest rate of 10.75%.
3. The land subject to the mortgage is:
501 Stone Street, Osceola Mills, PA 16666.
4. The defendant(s), Karen L. Rice is the real owner(s)
of the land subject to the mortgage and the Defendants' address is :
501 Stone Street, Osceola Mills, PA 16666.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

Principal Balance	\$40,575.00
Interest to 1/11/2000	\$2,028.41
Accumulated Late Charges	\$159.01
Escrow Deficit	\$574.09
Deferment Interest	\$714.01
Attorney Fees/Costs	\$3,700.00
TOTAL	\$47,750.52

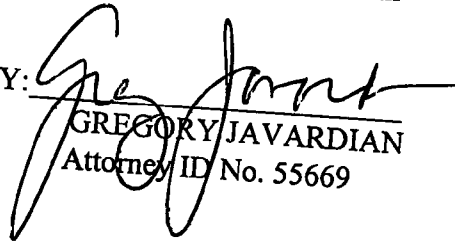
plus interest from 1/12/2000 at \$12.65 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants July 26, 2000. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$47,750.52 together with the interest from 1/12/2000 at \$12.65 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:



A handwritten signature in black ink, appearing to read 'Greg Javardian', is written over a horizontal line.

GREGORY JAVARDIAN

Attorney ID No. 55669

LOAN NO. 3631579-5610

ADJUSTABLE RATE NOTE

(LIBOR Index • 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 MAXIMUM RATE I MUST PAY.

August 27, 1997
[Date]

ORANGE
[City]

CA
[State]

501 STONE STREET
OSCEOLA MILLS, PA 16666
[Property Address]

15200956

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 40,950.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is AMERQUEST MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is 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 9.500 %. 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 7(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 first day of each month beginning on

October 1, 1997

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

September 1, 2027, 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 505 SOUTH MAIN STREET, STE. 6000
ORANGE, CA 92868

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. \$ 344.33. 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.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March 1, 1998, and on that day every sixth 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 ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new 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 Eight

Hundred Two Thousandths percentage point(s) (5.802 %) to the Current

Index. The Note Holder will then round the result of this addition 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.

LOAN NO. 3631579-5620

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

(b) Limits on Interest Rate Changes
The interest rate I am required to pay at the first Change Date will not be greater than 10.500 % or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %).
from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 15.500 % or less than 9.500 %.

(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 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 RIGHT TO PREPAY

5. **BORROWER'S RIGHT TO PREPAY.** I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment.

6. LOAN CHARGES

6. ~~LOAN CHARGES~~
If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) 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. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late 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

(f) **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 days 30 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 by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. 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 to me at the Property Address above or 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) above or at a different address if I am given a notice of that different address.

LOAN NO. 3631579-5620

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person 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.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE


This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may 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 Lender's prior written consent, Lender 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 Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

	(Seal)	_____ (Seal)
KAREN L. RICE	-Borrower	-Borrower
_____	(Seal)	_____ (Seal)
	-Borrower	-Borrower

[Sign Original Only]

PAY TO THE ORDER OF
WITHOUT RESCUE ATLANTIC INTERNATIONAL MORTGAGE CO.
AMERQUEST MORTGAGE COMPANY

BY: 
JAMES H. BRAZILL PRESIDENT

BY: 
WAYNE A. LEE SR. VICE PRESIDENT

When recorded, mail to:

AMERIQUEST MORTGAGE COMPANY
P.O. BOX 11507
SANTA ANA, CA 92711

LOAN NO. 3631579-5620

*Certified to be a
true copy of the
original.*
Wm. T. Dan

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 27, 1997. The mortgagor is
KAREN L. RICE

("Borrower"). This Security Instrument is given to
AMERIQUEST MORTGAGE COMPANY

which is organized and existing under the laws of the State of Delaware
address is 1100 TOWN & COUNTRY RD., SUITE 200
ORANGE, CA 92868

, and whose

("Lender"). Borrower owes Lender the principal sum of

Forty Thousand Nine Hundred Fifty and no/100

Dollars (U.S. \$ 40,950.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF ALL THAT CERTAIN PIECE OR PARCEL OF LOT OF GROUND SITUATE IN THE BOROUGH OF OSCEOLA, STATE OF PA. BOUNDED AND DESCRIBED AS FOLLOWS: ON THE NORTH BY HALE ST, ON THE EAST BY EDWARD ALLEY, ON THE SOUTH BY LOT #67 ON THE WEST BY STONE ST AND KNOWN AS LOT #68 IN THE GENERAL PLAN OF SAID BOROUGH.

which has the address of 501 STONE STREET
Pennsylvania 16666

("Property Address");

OSCEOLA MILLS

(Street, City).

PENNSYLVANIA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

6H(PA) (8402)

Form 3039 8/80
Amended 3/94

VMP MORTGAGE FORMS - (800)521-7281

Page 1 of 8 TDEAL (REV 1/97)TS

Initials: *WLR*



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as 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 will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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 forfeiture 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 Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. 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 notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; 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 Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **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 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

_____(Seal)
-Borrower

Agents of Mortgage

Title of Officer

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27th day of August 1997, 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 Adjustable Rate Note (the "Note") to AMERIQUEST MORTGAGE COMPANY (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

501 STONE STREET
OSCEOLA MILLS, PA 16666

[Property Address]

THIS 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 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 9.500 %. 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 first day of March, 1998, and on that day every sixth 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 ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new 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 Eight Hundred Two Thousandths percentage points (5.802 %) to the Current Index. The Note Holder will then round the result of this addition 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.

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(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.500 %
or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on
any single Change Date by more than One percentage point(s)
(1.000 %) from the rate of interest I have been paying for the preceding six months. My
interest rate will never be greater than 15.500 % or less than 9.500 %.

(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 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.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read 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 Lender's prior written consent, Lender 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 Lender if
exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this
option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended
transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's
security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in
this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's
consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is
acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note
and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security
Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 Security Instrument. If Borrower fails to pay
these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security
Instrument without further notice or demand on Borrower.

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

Karen L. Rice (Seal)
KAREN L. RICE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

July 26, 2000

TO: KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666

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

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet 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. IS NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADA ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDA SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S):	KAREN L. RICE
PROPERTY ADDRESS:	501 STONE STREET, OSCEOLA MILLS, PA 16666
LOAN ACCT. NO.:	1520956
ORIGINAL LENDER	AMERIQUEST MORTGAGE COMPANY
CURRENT LENDER/SERVICER:	CITIFINANCIAL MORTGAGE COMPANY F/K/A IMC MORTGAGE COMPANY

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

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

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

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

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

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

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

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

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

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

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: 501 STONE STREET, OSCEOLA MILLS, PA 16666 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 10/1/99 thru 7/1/00 at \$417.43 per month.

Monthly Payments Plus Late Charges Accrued:	\$4,481.21
NSF:	\$0.00
Property Inspection:	\$69.95
Other:	\$0.00
Insurance:	\$557.95
Attorney fees:	\$50.00
(Suspense)	(\$349.44)
TOTAL AMOUNT TO CURE DEFAULT	\$4,809.67

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

HOW TO CURE THE DEFAULT- You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,809.67 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: CITIFINANCIAL MORTGAGE COMPANY, 5901 EAST FOWLER AVENUE, TAMPA, FL 33617, ATTN: GENAIR BOYNES.

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

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

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

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

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

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

HOW TO CONTACT THE LENDER-

CITIFINANCIAL MORTGAGE COMPANY
5901 EAST FOWLER AVENUE
TAMPA, FL 33617

ATTN: GENAIR BOYNES
TEL. NO. 1-800-776-2211 EXT. 2325

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,


ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

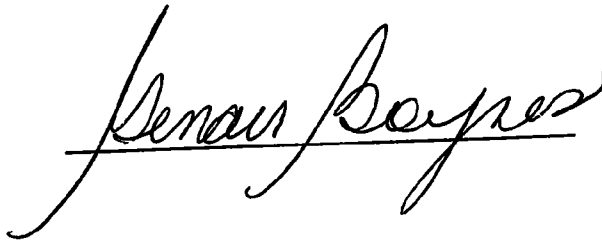
Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX 724-465-5118

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
814-944-8100
FAX 814-44-5747

CCCS of Northeastern PA
1631 S. Atherton Street
Suite 100
State College, PA 16801
814-238-3668
FAX 814-238-3669

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein made are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, reading "Dennis Boyer", is written over a horizontal line.

10/1/2011

12/19/05 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

4211.00
Deputy Prothonotary

FILED
2 cc Sheriff
OCT 05 2000 Atty pd. 80.00

William A. Shatt
Prothonotary

BY: GREGORY JAVARDIAN, ESQUIRE
ATTORNEY I.D. #55669
44 Second Street Pike, Suite 101
Southampton, PA 18966
(215) 942-9690

COPY

Attorney for Plaintiff

THE CHASE MANHATTAN BANK,
AS TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
5901 EAST FOWLER AVENUE
TAMPA, FL 33617-2362

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO. 00-1245 - C

PLAINTIFF

COMPLAINT IN
MORTGAGE FORECLOSURE

Vs.

KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666
DEFENDANT(S)

COMPLAINT - CIVIL ACTION

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-7891

I hereby certify this to be a true
and attested copy of the Court's
statement filed in accordance with

OCT 05 2000

Attest:

William L. Shaw
Prothonotary

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

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4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
44 SECOND STREET PIKE
SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690
Attorney for Plaintiff

THE CHASE MANHATTAN BANK,
AS TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
5901 EAST FOWLER AVENUE
TAMPA, FL 33617-2362
PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO.

Vs.

COMPLAINT IN
MORTGAGE FORECLOSURE

KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666
DEFENDANT(S)

CIVIL ACTION MORTGAGE FORECLOSURE

1. The Chase Manhattan Bank, as Trustee of the IMC Home Equity Loan Trust 1998-2 under the pooling and servicing agreement dated as of 3/1/98, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania and brings this action to foreclosure the mortgage between Karen L. Rice, Mortgagor(s) (hereinafter referred to as "Defendant") and itself as Mortgagee by assignment. Said Mortgage was dated August 27, 1997 and was recorded in the Office of the Recorder of Deeds and Mortgages in Clearfield County in Mortgage Book 1867, page 554. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.

2. The Mortgage is secured by Defendant(s) Note dated August 27, 1997 in the amount of \$40,950.00 payable to Plaintiff in monthly installments with an interest rate of 10.75%.
3. The land subject to the mortgage is:
501 Stone Street, Osceola Mills, PA 16666.
4. The defendant(s), Karen L. Rice is the real owner(s)
of the land subject to the mortgage and the Defendants' address is :
501 Stone Street, Osceola Mills, PA 16666.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

Principal Balance	\$40,575.00
Interest to 1/11/2000	\$2,028.41
Accumulated Late Charges	\$159.01
Escrow Deficit	\$574.09
Deferment Interest	\$714.01
Attorney Fees/Costs	\$3,700.00
TOTAL	\$47,750.52

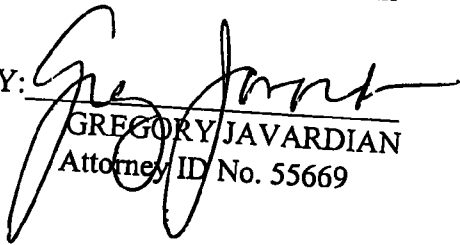
plus interest from 1/12/2000 at \$12.65 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants July 26, 2000. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$47,750.52 together with the interest from 1/12/2000 at \$12.65 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:


GREGORY JAVARDIAN
Attorney ID No. 55669

LOAN NO. 3631579-5618

ADJUSTABLE RATE NOTE

(LIBOR Index • 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 MAXIMUM RATE I MUST PAY.

August 27, 1997
[Date]

ORANGE
[City]

CA
[State]

501 STONE STREET
OSCEOLA MILLS, PA 16666
[Property Address]

1520956

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 40,950.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is AMERQUEST MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is 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 9.500 %. 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 7(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 first day of each month beginning on October 1, 1997.

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 September 1, 2027, 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 505 SOUTH MAIN STREET, STE. 6000
ORANGE, CA 92868

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. \$ 344.33. 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.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March 1, 1998, and on that day every sixth 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 ("LIBOR"), as published in *The Wall Street Journal*. The most recent index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new 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 Eight Hundred Two Thousandths percentage point(s) (5.802 %) to the Current Index. The Note Holder will then round the result of this addition 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.

LOAN NO. 3631579-5620

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person 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.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

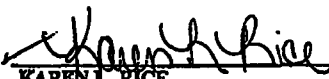
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may 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 Lender's prior written consent, Lender 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 Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal) _____ (Seal)
KAREN L. RICE -Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

[Sign Original Only]

PAY TO THE ORDER OF
WITHOUT RESCUE ATLANTIC INTERNATIONAL MORTGAGE CO.
AMERICAN MORTGAGE COMPANY

BY:  PRESIDENT
JAMES H. BRAZILL
BY:  SR. VICE PRESIDENT
WAYNE A. LEE

When recorded, mail to:

AMERIQUEST MORTGAGE COMPANY
P.O. BOX 11507
SANTA ANA, CA 92711

LOAN NO. 3631579-5620

*Certified to be a
true copy of the
original.*
Wm. T. Dan

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 27, 1997. The mortgagor is
KAREN L. RICE

("Borrower"). This Security Instrument is given to
AMERIQUEST MORTGAGE COMPANY

which is organized and existing under the laws of the State of Delaware, and whose
address is 1100 TOWN & COUNTRY RD., SUITE 200
ORANGE, CA 92868

("Lender"). Borrower owes Lender the principal sum of

Forty Thousand Nine Hundred Fifty and no/100

Dollars (U.S. \$ 40,950.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2027.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in CLEARFIELD County, Pennsylvania:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF ALL THAT CERTAIN PIECE
OR PARCEL OF LOT OF GROUND SITUATE IN THE BOROUGH OF OSCEOLA, STATE OF PA,
BOUNDED AND DESCRIBED AS FOLLOWS: ON THE NORTH BY HALE ST, ON THE EAST BY
EDWARD ALLEY, ON THE SOUTH BY LOT #67 ON THE WEST BY STONE ST AND KNOWN AS LOT
#68 IN THE GENERAL PLAN OF SAID BOROUGH.

which has the address of 501 STONE STREET
Pennsylvania 16666

OSCEOLA MILLS
("Property Address");

(Street, City).

PENNSYLVANIA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

UMP-6H(PA) (8402)

Form 3039 8/80
Amended 3/94

VMP MORTGAGE FORMS - (800)821-7281

Page 1 of 8 TDAJ GLEV 3/97/TS

Initials: *KLR*



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as 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 will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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 forfeiture 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 Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. 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 notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; 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 Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **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 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

☒ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ V.A. Rider

☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☐ Other(s) [specify]

☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

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

Witnesses:

William F. Donovan

Karen L. Rice (Seal)
KAREN L. RICE -Borrower

____ (Seal) -Borrower

____ (Seal) -Borrower

Certificate of Residence

I, William F. Donovan, do hereby certify that the correct address of the within-named Mortgagee is 1100 TOWN & COUNTRY RD., SUITE 200

ORANGE, CA 92868

Witness my hand this

22nd

day of

August

1997

William F. Donovan
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

CENTRE County ss: GLENDA D. DONOVAN

On this, the 27th day of August, 1997, before me, the undersigned officer, personally appeared

KAREN L. RICE

person whose name IS subscribed to the within instrument and acknowledged that SHE executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notarial Seal
William F. Donovan, Notary Public
State College Boro, Centre County
My Commission Expires Sept. 8, 2000

William F. Donovan

NOTARY PUBLIC

Title of Officer

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27th day of August 1997, 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 Adjustable Rate Note (the "Note") to AMERIQUEST MORTGAGE COMPANY (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

501 STONE STREET
OSCEOLA MILLS, PA 16666

[Property Address]

THIS 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 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 9.500 %. 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 first day of March, 1998, and on that day every sixth 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 ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new 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 Eight Hundred Two Thousandths percentage points(s) (5.802 %) to the Current Index. The Note Holder will then round the result of this addition 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.

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(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.500 %
or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on
any single Change Date by more than One percentage point(s)
(1.000 %) from the rate of interest I have been paying for the preceding six months. My
interest rate will never be greater than 15.500 % or less than 9.500 %.

(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 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.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read 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 Lender's prior written consent, Lender 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 Lender if
exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this
option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended
transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's
security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in
this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's
consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is
acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note
and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security
Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 Security Instrument. If Borrower fails to pay
these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security
Instrument without further notice or demand on Borrower.


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


KAREN L. RICE (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower



ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

July 26, 2000

TO: KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666

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

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet 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. IS NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADA ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDA SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S):	KAREN L. RICE
PROPERTY ADDRESS:	501 STONE STREET, OSCEOLA MILLS, PA 16666
LOAN ACCT. NO.:	1520956
ORIGINAL LENDER	AMERIQUEST MORTGAGE COMPANY
CURRENT LENDER/SERVICER:	CITIFINANCIAL MORTGAGE COMPANY F/K/A IMC MORTGAGE COMPANY

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

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

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

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

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

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

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

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

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

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: 501 STONE STREET, OSCEOLA MILLS, PA 16666 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 10/1/99 thru 7/1/00 at \$417.43 per month.

Monthly Payments Plus Late Charges Accrued:	\$4,481.21
NSF:	\$0.00
Property Inspection:	\$69.95
Other:	\$0.00
Insurance:	\$557.95
Attorney fees:	\$50.00
(Suspense)	(\$349.44)
TOTAL AMOUNT TO CURE DEFAULT	\$4,809.67

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

HOW TO CURE THE DEFAULT- You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,809.67 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: CITIFINANCIAL MORTGAGE COMPANY, 5901 EAST FOWLER AVENUE, TAMPA, FL 33617, ATTN: GENAIR BOYNES.

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

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

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

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

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

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

HOW TO CONTACT THE LENDER-

CITIFINANCIAL MORTGAGE COMPANY
5901 EAST FOWLER AVENUE
TAMPA, FL 33617

ATTN: GENAIR BOYNES
TEL. NO. 1-800-776-2211 EXT. 2325

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,


ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

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

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
814-944-8100
FAX 814-44-5747

CCCS of Northeastern PA
1631 S. Atherton Street
Suite 100
State College, PA 16801
814-238-3668
FAX 814-238-3669

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein made are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Genau Baynes

03/2000

Clearfield County Court of Common Pleas

NO. 0050643

08 AM

Receipt

Page 1 of 1

Received of: Javardian, Gregory, Esq. \$ 0.00

Zero and 00/100 Dollars

Case: 2000-01245-CD	Plaintiff: Chase Manhattan Bank	Amount
Civil Complaint		0.00
Paid Prior to Full Court		
Total:		0.00

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

Clerk: OLD CASE

By: _____
Deputy Clerk

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

10260

THE CHASE MANHATTAN BANK, As Trustee of IMC HOME EQUITY LOAN 00-1245-CD

VS.

RICE, KAREN L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW NOVEMBER 6, 2000 RETURN THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO KAREN L. RICE,
DEFENDANT. NEVER RECEIVED CORRECT SURCHARGE AMOUNT FROM ATTORNEY.**

Return Costs

Cost Description

14.66 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: *atty*

FILED
NOV 17 2000
018.57
WILLIAM A. SHAW
PROTHONOTARY

Sworn to Before Me This

***17th* Day Of *November* 2000**

(-). 11. 11. 00

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

So Answers,

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

BY: GREGORY JAVARDIAN, ESQUIRE
ATTORNEY I.D. #55669
44 Second Street Pike, Suite 101
Southampton, PA 18966
(215) 942-9690

Attorney for Plaintiff

THE CHASE MANHATTAN BANK,
AS TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
5901 EAST FOWLER AVENUE
TAMPA, FL 33617-2362
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 00-1245-CO

Vs.

COMPLAINT IN
MORTGAGE FORECLOSURE

KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666
DEFENDANT(S)

COMPLAINT - CIVIL ACTION

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-7891

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

OCT 05 2000

Attest.


Prothonotary

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

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4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
44 SECOND STREET PIKE
SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690
Attorney for Plaintiff

THE CHASE MANHATTAN BANK,
AS TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
5901 EAST FOWLER AVENUE
TAMPA, FL 33617-2362
PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO.

Vs.

COMPLAINT IN
MORTGAGE FORECLOSURE

KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666
DEFENDANT(S)

CIVIL ACTION MORTGAGE FORECLOSURE

1. The Chase Manhattan Bank, as Trustee of the IMC Home Equity Loan Trust 1998-2 under the pooling and servicing agreement dated as of 3/1/98, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania and brings this action to foreclosure the mortgage between Karen L. Rice, Mortgagor(s) (hereinafter referred to as "Defendant") and itself as Mortgagee by assignment. Said Mortgage was dated August 27, 1997 and was recorded in the Office of the Recorder of Deeds and Mortgages in Clearfield County in Mortgage Book 1867, page 554. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.

2. The Mortgage is secured by Defendant(s) Note dated August 27, 1997 in the amount of \$40,950.00 payable to Plaintiff in monthly installments with an interest rate of 10.75%.
3. The land subject to the mortgage is:
501 Stone Street, Osceola Mills, PA 16666.
4. The defendant(s), Karen L. Rice is the real owner(s) of the land subject to the mortgage and the Defendants' address is :
501 Stone Street, Osceola Mills, PA 16666.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

Principal Balance	\$40,575.00
Interest to 1/11/2000	\$2,028.41
Accumulated Late Charges	\$159.01
Escrow Deficit	\$574.09
Deferment Interest	\$714.01
Attorney Fees/Costs	\$3,700.00
TOTAL	\$47,750.52

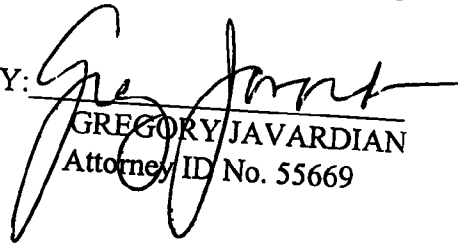
plus interest from 1/12/2000 at \$12.65 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants July 26, 2000. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$47,750.52 together with the interest from 1/12/2000 at \$12.65 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:



A handwritten signature in black ink, appearing to read 'Greg Javardian', is written over a horizontal line.

GREGORY JAVARDIAN

Attorney ID No. 55669

LOAN NO. 3631579-5626

ADJUSTABLE RATE NOTE
(LIBOR Index = 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 MAXIMUM RATE I MUST PAY.

August 27, 1997
(Date)ORANGE
(City)CA
(State)501 STONE STREET
OSCEOLA MILLS, PA 16666
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 40,950.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is AMERQUEST MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is 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 9.500 %. 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 7(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 first day of each month beginning on October 1, 1997.

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 September 1, 2027, 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 505 SOUTH MAIN STREET, STE. 6000
ORANGE, CA 92868

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. \$ 344.33. 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.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of March 1, 1998, and on that day every sixth 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 ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new 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 Eight Hundred Two Thousandths percentage point(s) (5.802 %) to the Current Index. The Note Holder will then round the result of this addition 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.

LOAN NO. 3631579-5620

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person 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.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

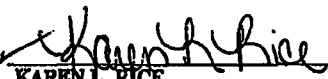
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may 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 Lender's prior written consent, Lender 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 Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

	(Seal)	_____	(Seal)
KAREN L. RICE	-Borrower		-Borrower
_____	(Seal)	_____	(Seal)
	-Borrower		-Borrower

[Sign Original Only]

PAY TO THE ORDER OF
WITHOUT RECOURSE ATLANTIC INTERNATIONAL MORTGAGE CO.
AMERITWEST MORTGAGE COMPANY

BY: 
JAMES H. BRAZIL PRESIDENT

BY: 
WAYNE A. LEE SR. VICE PRESIDENT

When recorded, mail to:

AMERIQUEST MORTGAGE COMPANY
P.O. BOX 11507
SANTA ANA, CA 92711

LOAN NO. 3631579-5620

*Certified to be a
true copy of the
original.*
Wm. T. Dun

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 27, 1997. The mortgagor is
KAREN L. RICE

("Borrower"). This Security Instrument is given to
AMERIQUEST MORTGAGE COMPANY

which is organized and existing under the laws of the State of Delaware
address is 1100 TOWN & COUNTRY RD., SUITE 200
ORANGE, CA 92868

, and whose

("Lender"). Borrower owes Lender the principal sum of

Forty Thousand Nine Hundred Fifty and no/100

Dollars (U.S. \$ 40,950.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2027

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in CLEARFIELD County, Pennsylvania:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF ALL THAT CERTAIN PIECE
OR PARCEL OF LOT OF GROUND SITUATE IN THE BOROUGH OF OSCEOLA, STATE OF PA,
BOUNDED AND DESCRIBED AS FOLLOWS: ON THE NORTH BY HALE ST, ON THE EAST BY
EDWARD ALLEY, ON THE SOUTH BY LOT #67 ON THE WEST BY STONE ST AND KNOWN AS LOT
#68 IN THE GENERAL PLAN OF SAID BOROUGH.

which has the address of 501 STONE STREET
Pennsylvania 16666

OSCEOLA MILLS

(Street, City).

("Property Address");

PENNSYLVANIA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT



6H(PA) (3402)

Form 3039 9/90
Amended 3/94

VMP MORTGAGE FORMS - (800)521-7281

Page 1 of 8

TDPA1 (REV 3/97)TS

Initials:

WLR



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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 will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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 forfeiture 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 Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. 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 notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; 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 Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **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 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) [specify] | |

Witnesses:

William F. Finner

Karen L. Rice (Seal)
KAREN L. RICE Borrower

-Borrower

-Borrower

I, William F. L. O'Keefe
the within-named Mortgagee is 1100 TOWN & COUNTRY RD., SUITE 200
ORANGE, CA 92868

Witness my hand this

ORANGE, CA 92868
22nd day of August 1987

1977
W. J. D. [Signature]
Agent of Mortgage

CENTRE County ss: GLENNFIELD (JMD)

On this, the 27th day of August, 1977, before me, the undersigned officer,

KAREN L. RICE

person whose name IS subscribed to the within instrument and acknowledged that SHE executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notarial Seal
William F. Donovan, Notary Public
State College Boro, Centre County
My Commission Expires Sept. 8, 2000

Title of Officer

NOTAM TABLE

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27th day of August 1997, 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 Adjustable Rate Note (the "Note") to AMERIQUEST MORTGAGE COMPANY (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

501 STONE STREET
OSCEOLA MILLS, PA 16666

[Property Address]

THIS 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 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 9.500 %. 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 first day of March, 1998, and on that day every sixth 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 ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new 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 Eight Hundred Two Thousandths percentage points(s) (5.802 %) to the Current Index. The Note Holder will then round the result of this addition 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.

S&S

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.500 % or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 15.500 % or less than 9.500 %.

(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 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.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read 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 Lender's prior written consent, Lender 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 Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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


KAREN L. RICE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

580

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

July 26, 2000

TO: KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666

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

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet 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 MENCIONADA ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDA SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S):	KAREN L. RICE
PROPERTY ADDRESS:	501 STONE STREET, OSCEOLA MILLS, PA 16666
LOAN ACCT. NO.:	1520956
ORIGINAL LENDER	AMERIQUEST MORTGAGE COMPANY
CURRENT LENDER/SERVICER:	CITIFINANCIAL MORTGAGE COMPANY F/K/A IMC MORTGAGE COMPANY

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

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

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

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

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

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

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

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

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

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

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: 501 STONE STREET, OSCEOLA MILLS, PA 16666 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 10/1/99 thru 7/1/00 at \$417.43 per month.

Monthly Payments Plus Late Charges Accrued:	\$4,481.21
NSF:	\$0.00
Property Inspection:	\$69.95
Other:	\$0.00
Insurance:	\$557.95
Attorney fees:	\$50.00
(Suspense)	(\$349.44)
TOTAL AMOUNT TO CURE DEFAULT	\$4,809.67

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

HOW TO CURE THE DEFAULT- You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,809.67 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: CITIFINANCIAL MORTGAGE COMPANY, 5901 EAST FOWLER AVENUE, TAMPA, FL 33617, ATTN: GENAIR BOYNES.

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

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

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

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

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

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

HOW TO CONTACT THE LENDER-

CITIFINANCIAL MORTGAGE COMPANY
5901 EAST FOWLER AVENUE
TAMPA, FL 33617

ATTN: GENAIR BOYNES
TEL. NO. 1-800-776-2211 EXT. 2325

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,


ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

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

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
814-944-8100
FAX 814-44-5747

CCCS of Northeastern PA
1631 S. Atherton Street
Suite 100
State College, PA 16801
814-238-3668
FAX 814-238-3669

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein made are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Benar Boyes

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN, ESQUIRE
ATTORNEY I.D. #55669
44 Second Street Pike, Suite 101
Southampton, PA 18966
(215) 942-9690

Attorney for Plaintiff

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
Plaintiff

vs.

KAREN L. RICE
Defendant(s)

COURT OF COMMON PLEAS
TRIAL DIVISION
CLEARFIELD COUNTY

No. 00-1245-CO

PRAECIPE TO REINSTATE COMPLAINT

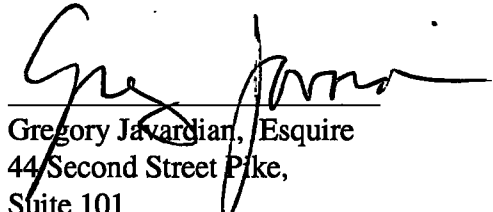
TO THE COURT:

Kindly Reinstate the Complaint in Mortgage Foreclosure for an
Additional thirty (30) days.

Dated:

12/11/05

BY:


Gregory Javardian, Esquire
44 Second Street Pike,
Suite 101
Southampton, PA 18966

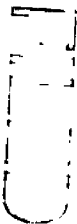
FILED

DEC 19 2005

William A. Shaw
Prothonotary

12.19.00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary



DEC 19 2000
m11:11/atty. practicing
William A. Shaw
Prothonotary

2 copies Sheriff
8/29

KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA.16666
DEFENDANT

Vs.

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

THE CHASE MANHATTAN BANK,
AS TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING AND SERVICING AGREEMENT
DATED AS OF MARCH 1,1998
5901 EAST FOWLER AVENUE

NO. 00-1245-CD

BY: GREGORY JAVARDIAN, ESQUIRE
ATTORNEY I.D. #55669
44 SECOND STREET PIKE, SUITE 101
SOUTHAMPTON, PA. 18966
(215) 942-9690

ANSWER

CIVIL ACTION

FILED

JAN 04 2001

William A. Shaw
Prothonotary

Filed by
Karen Rice
Karen Rice
501 Stone St.
Osceola Mills
PA 16666
814 339 7309

CIVIL ACTION
ANSWER TO COMPLAINT IN MORTGAGE FORECLOSURE

I am disputing the amount of the judgement against me by IMC HOME EQUITY, Civil Complaint No. 00-1245-CD. I have requested a copy of the payment history from 10-1-99. The complaint states there were no payments made from 10-1-99 to 7-1-00 at the monthly payment of \$417.43. The notice from IMC MORTGAGE CO. dated 11-19-99 states my present mortgage payment (p+I) was 382.42 plus escrow deposit \$16.13 for a total of \$398.55. It goes on to say the new monthly payment would be \$401.84 starting Jan. 1, 00. I have some of the money order receipts included for some of the monthly payments that the complaint states that I made no payment. These are included.

Filed by
Karen Rice
Karen Rice

LOAD THIS DIRECTION, THIS SIDE UP →

LOAD THIS DIRECTION, THIS SIDE UP →

MONEY ORDER RECEIPT - NON NEGOTIABLE

AGT 206304 DT 101299 \$200.00 **2HUNDREDDOLLARS AND NO CENTS

Payable to the purchaser's order. It must be included with all related requests. Be sure to read important information before and on back. You the purchaser agree that Integrated Payment Systems Inc. need not stop payment on, or cash, or refund a lost or stolen Money Order (M.O.) until you fill in the "TO THE ORDER" space on the front of the Money Order at the time of purchase, and (2) you report the loss or theft to Integrated Payment Systems Inc. in writing immediately. Issued by Integrated Payment Systems Inc., Englewood, Colorado

* 0 2 9 3 6 7 6 7 7 3 8 *



MONEY ORDER RECEIPT - NON NEGOTIABLE

AGT 206304 DT 101299 \$200.00 **2HUNDREDDOLLARS AND NO CENTS

Payable to the purchaser's order. It must be included with all related requests. Be sure to read important information before and on back. You the purchaser agree that Integrated Payment Systems Inc. need not stop payment on, or cash, or refund a lost or stolen Money Order (M.O.) until you fill in the "TO THE ORDER" space on the front of the Money Order at the time of purchase, and (2) you report the loss or theft to Integrated Payment Systems Inc. in writing immediately. Issued by Integrated Payment Systems Inc., Englewood, Colorado

* 0 2 9 3 6 7 6 7 7 3 7 *



TRAVELERS EXPRESS COMPANY, INC. DRAWER
P.O. BOX 9476, MINNEAPOLIS, MN. 55480
1-800-542-3590
PLEASE SEE TERMS ON REVERSE SIDE

10/24/99 \$400.00
93784530543
PLEASE SEE TERMS ON REVERSE SIDE

753 (4/98) 700/14000

LOAD THIS DIRECTION, THIS SIDE UP →

LOAD THIS DIRECTION, THIS SIDE UP →

CUSTOMER'S RECEIPT DO NOT SEND THIS RECEIPT FOR PAYMENT
KEEP IT FOR YOUR RECORDS

84701994581 000226 166660 *374*00

SERIAL NUMBER

YEAR, MONTH, DAY

POST OFFICE

U.S. DOLLARS AND CENTS

PAY TO	Citi Financial	CHECK WRITER	IMPRINT AREA
ADDRESS	401 Erskine Rd #300	FROM	Loretta Rice
	Cincinnati, Ohio	ADDRESS	501 Stone Street
OD NO. OR USED FOR			Oscar's Hair Salon

This receipt is your guarantee for a refund of your money order. If it is lost or stolen, provided you fill in the Pay To and From information on the money order in the space provided. No claim for improper payment permitted 2 years after payment. If your money order is lost or stolen, present this receipt and file a claim for a refund at your Post Office.

An inquiry Form 6401 may be filed at any time for a fee. A replacement will not be issued until 60 days after the money order purchase date, provided the money order has not been paid.

TRAVELERS EXPRESS COMPANY, INC. DRAWER
P.O. BOX 9476, MINNEAPOLIS, MN. 55480
1-800-542-3590
PLEASE SEE TERMS ON REVERSE SIDE

04/19/00 \$374.00
94286242699
PLEASE SEE TERMS ON REVERSE SIDE

753 (11/99) 700/14000

FILED

JAN 04 2001

0/12:40/12

William A. Shaw
Prothonotary

ET
124

2 cert to det

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

10260

THE CHASE MANHATTAN BANK, As Trustee of IMC HOME EQUITY LOA 00-1245-CD

VS.

RICE, KAREN L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 21, 2000 AT 10:50 AM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON KAREN L. RICE, DEFENDANT AT RESIDENCE,
501 STONE ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO ED COWFER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY
OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN
TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/RYEN

Return Costs

Cost Description

29.80 SHFF. HAWKINS PAID BY: ATTY.

Sworn to Before Me This

10th Day Of January 2001

William A. Shaw

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

So Answers,

Chester A. Hawkins

Chester A. Hawkins

Sheriff

FILED

m/10:16 AM
JAN 10 2001

William A. Shaw
Prothonotary

ECEP

BY: GREGORY JAVARDIAN, ESQUIRE
ATTORNEY I.D. #55669
44 Second Street Pike, Suite 101
Southampton, PA 18966
(215) 942-9690

COPY

Attorney for Plaintiff

THE CHASE MANHATTAN BANK,
AS TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
5901 EAST FOWLER AVENUE
TAMPA, FL 33617-2362
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 00-1245-CO

Vs.

COMPLAINT IN
MORTGAGE FORECLOSURE

KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666
DEFENDANT(S)

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

DEC 19 2000

COMPLAINT - CIVIL ACTION

Attest:

William A. Shaw
Prothonotary

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-7891

FILED

OCT 10 5 2000

William A. Shaw
Prothonotary

12-19-00 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
44 SECOND STREET PIKE
SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690
Attorney for Plaintiff

THE CHASE MANHATTAN BANK,
AS TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
5901 EAST FOWLER AVENUE
TAMPA, FL 33617-2362
PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO.

Vs.

COMPLAINT IN
MORTGAGE FORECLOSURE

KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666
DEFENDANT(S)

CIVIL ACTION MORTGAGE FORECLOSURE

1. The Chase Manhattan Bank, as Trustee of the IMC Home Equity Loan Trust 1998-2 under the pooling and servicing agreement dated as of 3/1/98, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania and brings this action to foreclose the mortgage between Karen L. Rice, Mortgagor(s) (hereinafter referred to as "Defendant") and itself as Mortgagee by assignment. Said Mortgage was dated August 27, 1997 and was recorded in the Office of the Recorder of Deeds and Mortgages in Clearfield County in Mortgage Book 1867, page 554. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.

2. The Mortgage is secured by Defendant(s) Note dated August 27, 1997 in the amount of \$40,950.00 payable to Plaintiff in monthly installments with an interest rate of 10.75%.
3. The land subject to the mortgage is:
501 Stone Street, Osceola Mills, PA 16666.
4. The defendant(s), Karen L. Rice is the real owner(s)
of the land subject to the mortgage and the Defendants' address is :
501 Stone Street, Osceola Mills, PA 16666.
5. The Mortgage is now in default due to the failure of the Defendant(s) to make payments as they become due and owing. The following amounts are due:

Principal Balance	\$40,575.00
Interest to 1/11/2000	\$2,028.41
Accumulated Late Charges	\$159.01
Escrow Deficit	\$574.09
Deferment Interest	\$714.01
Attorney Fees/Costs	\$3,700.00
TOTAL	\$47,750.52

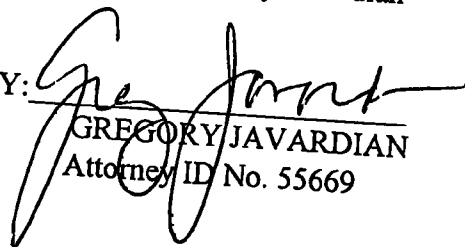
plus interest from 1/12/2000 at \$12.65 per day, costs of suit and attorney fees.

6. In accordance with the provisions of the Act of January 30, 1974, P.L. 13 No. 6, Section 403 (41 P.S. 403), a Notice of Intention to Foreclose is required and the Notice of Homeowners' Emergency Mortgage Assistance was sent to defendants July 26, 2000. The Defendant(s) have not cured the default.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant(s), in the sum of \$47,750.52 together with the interest from 1/12/2000 at \$12.65 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:



GREGORY JAVARDIAN
Attorney ID No. 55669

LOAN NO. 3631579-564

ADJUSTABLE RATE NOTE

(LIBOR Index + 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 MAXIMUM RATE I MUST PAY.

August 27, 1997
(Date)

ORANGE
(City)

CA
(State)

501 STONE STREET
OSCEOLA MILLS, PA 16666
(Property Address)

1520956

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 40,950.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is AMERQUEST MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is 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 9.500 %. 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 7(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 first day of each month beginning on

October 1, 1997

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

September 1, 2027, 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 505 SOUTH MAIN STREET, STE. 6000
ORANGE, CA 92868

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. \$ 344.33 . 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.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March 1, 1998, and on that day every sixth 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 ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new 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 Eight

Hundred Two Thousandths percentage point(s) (5.802 %) to the Current Index. The Note Holder will then round the result of this addition 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.

LOAN NO. 3631579-5620

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person 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.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE


This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may 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 Lender's prior written consent, Lender 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 Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.


WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


 (Seal) _____ (Seal)
KAREN L. RICE -Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

[Sign Original Only]

PAY TO THE ORDER OF
WITHOUT RESCOURSE ATLANTIC INTERNATIONAL MORTGAGE CO.
AMERIQUEST MORTGAGE COMPANY

BY:  PRESIDENT
JAMES H. BRAZIL

BY:  SR. VICE PRESIDENT
WAYNE A. LEE

When recorded, mail to:

AMERIQUEST MORTGAGE COMPANY
P.O. BOX 11507
SANTA ANA, CA 92711

LOAN NO. 3631579-5620

*Certified to be a
true copy of the
original.*
Wm. T. Dun

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 27, 1997. The mortgagor is
KAREN L. RICE

("Borrower"). This Security Instrument is given to
AMERIQUEST MORTGAGE COMPANY

which is organized and existing under the laws of the State of Delaware
address is 1100 TOWN & COUNTRY RD., SUITE 200
ORANGE, CA 92868

, and whose

("Lender"). Borrower owes Lender the principal sum of

Forty Thousand Nine Hundred Fifty and no/100

Dollars (U.S. \$ 40,950.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF ALL THAT CERTAIN PIECE OR PARCEL OF LOT OF GROUND SITUATE IN THE BOROUGH OF OSCEOLA, STATE OF PA, BOUNDED AND DESCRIBED AS FOLLOWS: ON THE NORTH BY HALE ST, ON THE EAST BY EDWARD ALLEY, ON THE SOUTH BY LOT #67 ON THE WEST BY STONE ST AND KNOWN AS LOT #68 IN THE GENERAL PLAN OF SAID BOROUGH.

which has the address of 501 STONE STREET
Pennsylvania 16666

OSCEOLA MILLS
("Property Address");

[Street, City].

PENNSYLVANIA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMP -GH(PA) (9402)

Form 3039 8/80
Amended 3/84

VMP MORTGAGE FORMS - (800)821-7281

Page 1 of 8

TDPA1 (REV 3/97)TS

Initials: *KLR*



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as 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 will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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 forfeiture 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 Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. 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 notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; 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 Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **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 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

Witnesses:

Karen L. Rice (Seal)
KAREN L. RICE -Borrower

William

(Seal)

Borrower

Borrower

I, William F. Donovan
the within-named Mortgagee is 1100 TOWN & COUNTRY RD., SUITE 200
ORANGE, CA 92868

, do hereby certify that the correct address of

Witness my hand this

ORANGE, CA 92868
22th day of

August 1977
W. D. Dineen
 Agent of Mortgage

CENTRE County ss: ~~GLAUCOPOLIS~~ (IN)

On this, the 27th day of August, 1997, before me, the undersigned officer,

KAREN L. RICE

known to me (or satisfactorily proven) to be the person whose name IS subscribed to the within instrument and acknowledged that SHE executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: _____

Will Winter

Notarial Seal
William F. Donovan, Notary Public
State College Boro, Centre County
My Commission Expires Sept. 8, 2000

NOTARY PUBLIC

Title of Officer

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27th day of August, 1997, 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 Adjustable Rate Note (the "Note") to AMERIQUEST MORTGAGE COMPANY (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

501 STONE STREET
OSCEOLA MILLS, PA 16666

[Property Address]

THIS 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 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 9.500 %. 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 first day of March, 1998, and on that day every sixth 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 ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new 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 Eight Hundred Two Thousandths percentage points(s) (5.802 %) to the Current Index. The Note Holder will then round the result of this addition 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.

S&S

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.500 % or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 15.500 % or less than 9.500 %.

(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 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.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER


Uniform Covenant 17 of the Security Instrument is amended to read 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 Lender's prior written consent, Lender 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 Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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


KAREN L. RICE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

July 26, 2000

TO: KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666

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

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet 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. IS NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADA ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDA SALVAR SU CASA DE LA FERDIDA DEL DERECHO A REDIMAR SU HIPOTECA.

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S):	KAREN L. RICE
PROPERTY ADDRESS:	501 STONE STREET, OSCEOLA MILLS, PA 16666
LOAN ACCT. NO.:	1520956
ORIGINAL LENDER	AMERIQUEST MORTGAGE COMPANY
CURRENT LENDER/SERVICER:	CITIFINANCIAL MORTGAGE COMPANY F/K/A IMC MORTGAGE COMPANY

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

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

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

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

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

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

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

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

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

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: 501 STONE STREET, OSCEOLA MILLS, PA 16666 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 10/1/99 thru 7/1/00 at \$417.43 per month.

Monthly Payments Plus Late Charges Accrued:	\$4,481.21
NSF:	\$0.00
Property Inspection:	\$69.95
Other:	\$0.00
Insurance:	\$557.95
Attorney fees:	\$50.00
(Suspense)	(\$349.44)
TOTAL AMOUNT TO CURE DEFAULT	\$4,809.67

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

HOW TO CURE THE DEFAULT- You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,809.67 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: CITIFINANCIAL MORTGAGE COMPANY, 5901 EAST FOWLER AVENUE, TAMPA, FL 33617, ATTN: GENAIR BOYNES.

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

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

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

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

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

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

HOW TO CONTACT THE LENDER-

CITIFINANCIAL MORTGAGE COMPANY
5901 EAST FOWLER AVENUE
TAMPA, FL 33617

ATTN: GENAIR BOYNES
TEL. NO. 1-800-776-2211 EXT. 2325

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,


ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

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

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
814-944-8100
FAX 814-44-5747

CCCS of Northeastern PA
1631 S. Atherton Street
Suite 100
State College, PA 16801
814-238-3668
FAX 814-238-3669

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein made are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Benar Baynes

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ATTORNEY I.D. # 55669
44 SECOND STREET PIKE, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
Plaintiff

vs.

KAREN RICE

Defendant

COURT OF COMMON PLEAS
TRIAL DIVISION
CLEARFIELD COUNTY

No. 00-1245-CD

RULE

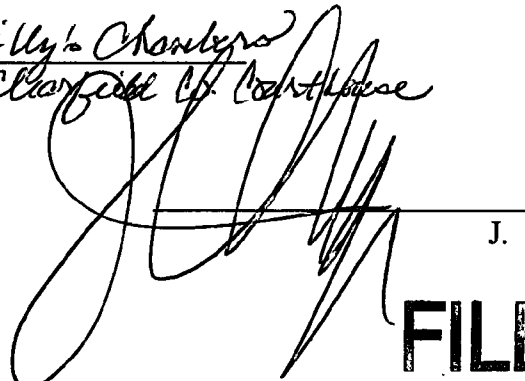
AND NOW, this 13th day of March, 2001, a Rule is
entered upon Defendant(s) to show cause why this Motion for Summary Judgment should
not be GRANTED as set forth in the attached motion.

Rule Returnable the 9th day of April, 2001, County
Courthouse, Clearfield, PA.

Hearing Date: April 9, 2001

Time: 1:30 PM

Place: Judge Kelly's Chambers
2nd floor, Clearfield Co. Courthouse



J.

FILED

MAR 13 2001

o / 1:30 PM
William A. Shaw
Prothonotary

1 can to Rory

THE LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ATTORNEY I.D. # 55669
44 SECOND STREET PIKE, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
Plaintiff

vs.

KAREN RICE

Defendant

COURT OF COMMON PLEAS
TRIAL DIVISION
CLEARFIELD COUNTY

FILED

MAR 12 2001

No. 00-1245-CD

William A. Shaw
Prothonotary

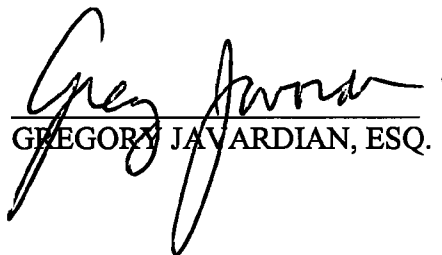
**PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT AGAINST DEFENDANTS**

Plaintiff, by its attorney, Gregory Javardian, Esquire, hereby respectfully moves this Court for Summary Judgment in its favor and against Defendant, Karen Rice. In support of this Motion, Plaintiff submits the accompanying Memorandum of Law, Proposed Order and Affidavit. In addition, Plaintiff relies on the pleadings filed of record in this matter which establishes that there are no genuine issues of material fact with respect to (a) Defendant's obligations to Plaintiff pursuant to a Mortgage and Note; (b) Defendant's default of the obligation to make payments pursuant to the aforementioned documents; (c) the amount of Defendant's indebtedness to Plaintiff pursuant to the aforementioned documents; and (d) that Plaintiff is entitled to judgment as a matter of law.

Thus, pursuant to Rule 1031.5 et seq. of the Pennsylvania Rules of Civil Procedure, there is no genuine issue as to any material fact and Plaintiff is entitled to Judgment in Foreclosure as a matter of law.

WHEREFORE, Plaintiff respectfully requests that its Motion for Summary Judgment be granted and that Judgment be entered in Plaintiff's favor and against Defendant, Karen Rice, in the amount of \$47,750.52, plus interest, at the per diem rate of \$12.65 from January 12, 2000 until the date of judgment and legal interest thereafter.

DATED: 3/9/01


GREGORY JAVARDIAN, ESQ.

FILED

MAR 12 2001

m11:50/1cc atly

William A. Shaw

Prothonotary

ES
RDS

THE LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ATTORNEY I.D. # 55669
44 SECOND STREET PIKE, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
Plaintiff

vs.

KAREN RICE

Defendant

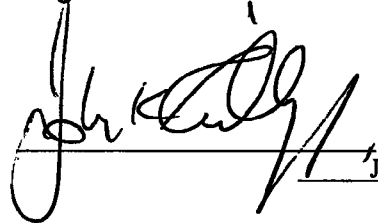
COURT OF COMMON PLEAS
TRIAL DIVISION
CLEARFIELD COUNTY

No. 00-1245-CD

ORDER

AND NOW, this *2nd* day of *August*, 2001, upon consideration of Plaintiff, The Chase Manhattan Bank's, Motion for Summary Judgment and any response thereto, it is hereby ORDERED and DECREED that Plaintiff's Motion for Summary Judgment is GRANTED.

AND Judgment is hereby entered in favor of Plaintiff, and against, Defendant, Karen Rice, in the amount of ~~\$47,750.52~~ *\$43,550.52*, plus interest, at the per diem rate of \$12.65 from January 12, 2000 until the date of judgment and legal interest thereafter.



FILED

AUG 02 2001

William A. Shaw
Prothonotary

FILED

AUG 02 2001

01/46/3cc atty Javender

William A. Shaw
prothonotary

THE LAW
Offices of

44 Second Street Pike
Suite 101
Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690
Fax: (215) 942-9695

August 7, 2001

Philadelphia Office
2021 Locust Street
2nd Floor Suite
Philadelphia, PA 19103

*Please reply to
Southampton Office*

Karen Rice
501 Stone Street
Osceola Mills, PA 16666


RE: The Chase Manhattan Bank, as Trustee v. Karen Rice
Clearfiled County C.C.P. No. 00-1245-CD

Dear Ms. Rice:

Enclosed please find a certified copy of the Court's Order dated August 2, 2001 granting the Motion for Summary Judgment and a copy of the Certificate of Service which has been sent for filing on this date.

Should you have any questions, please feel free to contact my office.

Very truly yours,


Gregory Javardian

GJ/jpk
Encl.

FILED

AUG 09 2001

William A. Shaw
Prothonotary

THE LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ATTORNEY I.D. # 55669
44 SECOND STREET PIKE, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
Plaintiff

COURT OF COMMON PLEAS
TRIAL DIVISION
CLEARFIELD COUNTY

vs.

No. 00-1245-CD

KAREN RICE

Defendant

ORDER

AND NOW, this *2nd* day of *August*, 2001, upon consideration of Plaintiff, The Chase Manhattan Bank's, Motion for Summary Judgment and any response thereto, it is hereby ORDERED and DECREED that Plaintiff's Motion for Summary Judgment is GRANTED.

AND Judgment is hereby entered in favor of Plaintiff, and against, Defendant, Karen Rice, in the amount of ~~\$47,750.52~~ *\$43,550.52*, plus interest, at the per diem rate of \$12.65 from January 12, 2000 until the date of judgment and legal interest thereafter.

BY THE COURT,

/s/ JOHN K. REILLY, JR.

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

Honorable John K. Reilly, Jr.
President Judge

AUG 02 2001

Attest.

William A. Shaw
Prothonotary

THE LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ATTORNEY I.D. # 55669
44 SECOND STREET PIKE, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1998-2 UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF MARCH 1, 1998 Plaintiff	COURT OF COMMON PLEAS TRIAL DIVISION CLEARFIELD COUNTY
vs.	No. 00-1245-CD
KAREN RICE Defendant	

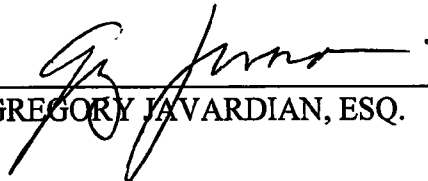
CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I hereby certify that a certified copy of Court's Order dated August 2, 2001
granting Plaintiff's Motion for Summary Judgment was mailed to defendant by regular
mail, first class United States mail, postage prepaid on the date set forth below.

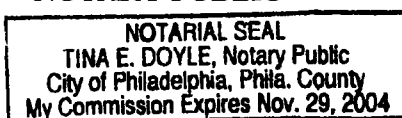
Karen Rice
501 Stone Street
Osceola Mills, PA 16666
Defendant Pro Se

Dated: August 7, 2001


GREGORY JAVARDIAN, ESQ.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7th
DAY OF August, 2001.


NOTARY PUBLIC



NO
ec

RECEIVED
AUG 13 10 24
AUG 13 2011

SP-11
WILLIAM A. STACY
PROSECUTOR

LAW OFFICES OF GREGORY JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
5901 EAST FOWLER AVENUE
TAMPA, FL 33617

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 00-1245-CD

vs.

KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666

**PRAECIPE FOR JUDGMENT
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against KAREN L. RICE, Defendant, pursuant to Order of Court dated August 2, 2001 (copy attached) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As Set forth in Order of Court	\$43,550.52
Interest	<u>7,172.55</u>
1/12/00 to 8/2/01	
TOTAL	\$50,723.07



GREGORY JAVARDIAN, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 1-16-02

PRO PROTHY

FILED

JAN 16 2002

**William A. Shaw
Prothonotary**

THE LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ATTORNEY I.D. # 55669
44 SECOND STREET PIKE, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
Plaintiff

vs.

KAREN RICE

Defendant

COURT OF COMMON PLEAS
TRIAL DIVISION
CLEARFIELD COUNTY

No. 00-1245-CD

ORDER

AND NOW, this 2nd day of August, 2001, upon consideration of Plaintiff, The Chase Manhattan Bank's, Motion for Summary Judgment and any response thereto, it is hereby ORDERED and DECREED that Plaintiff's Motion for Summary Judgment is GRANTED.

AND Judgment is hereby entered in favor of Plaintiff, and against, Defendant, Karen Rice, in the amount of \$43,550.52 ~~\$47,750.52~~, plus interest, at the per diem rate of \$12.65 from January 12, 2000 until the date of judgment and legal interest thereafter.

BY THE COURT,

/s/ JOHN K. REILLY, JR.

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

Honorable John K. Reilly, Jr.
President Judge

AUG 02 2001

Attest.

William H. Haver
Prothonotary

LAW OFFICES OF GREGORY JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 00-1245-CD

vs.

KAREN L. RICE

VERIFICATION OF NON-MILITARY SERVICE

GREGORY JAVARDIAN, 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) Defendant, KAREN L. RICE, is 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) Defendant, KAREN L. RICE, is over 18 years of age, and resides at 501 STONE STREET, OSCEOLA MILLS, PA 16666.

(c) Plaintiff, THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN TRUST 1998-2 UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF MARCH 1, 1998, is an institution conducting business under the Laws of the Commonwealth of Pennsylvania with an address of 5901 EAST FOWLER AVENUE, TAMPA, FL 33617.

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



GREGORY JAVARDIAN, ESQUIRE

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS

TO: KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 00-1245-CD

Plaintiff

vs.

KAREN L. RICE

Defendant

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

- ☐ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession by Default
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☒ Judgment on Court Findings

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

JAN 16 2002

Attest.

William R. Shaw
Prothonotary

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: Gregory Javardian, Esquire at this telephone number: (215) 942-9690

FILED

JAN 16 2002

7/3:52 p.m.

William A. Shaw
Prothonotary

notice to def

Statement to Atty. *[Signature]*

20 pd by Atty

COPY

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

Chase Manhattan Bank
Plaintiff(s)

No.: 2000-01245-CD

Real Debt: \$50,723.07

Atty's Comm:

Vs.

Costs: \$

Int. From:

Karen L. Rice
Defendant(s)

Entry: \$20.00

Instrument: Summary Judgment

Date of Entry: January 16, 2002

Expires: January 16, 2007

Certified from the record this 16th day of January, 2002

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

**THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1998-2 UNDER THE POOLING &
SERVICING AGREEMENT DATED AS OF
MARCH 1, 1998**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

No. 00-1245-CD

PRAECIPE WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

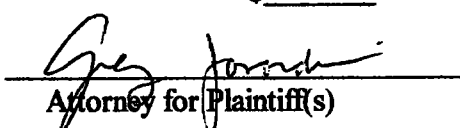
vs.

KAREN L. RICE

To the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	<u>\$50,723.07</u>
Interest from 8/2/01 to Date of Sale at \$8.33 per diem	\$
Total	\$
Plus Costs	\$


Attorney for Plaintiff(s)

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

Note: Please furnish copy of description of Property.

FILED

JAN 25 2002

William A. Shaw
Prothonotary

No. 00-1245-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS TRUSTEE
OF IMC HOME EQUITY LOAN TRUST 1998-2
UNDER THE POOLING & SERVICING
AGREEMENT DATED AS OF MARCH 1, 1998

vs.

KAREN L. RICE

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Attorney for Plaintiff(s)

Address: 501 STONE STREET, OSCEOLA MILLS, PA 16666

Where papers may be served.

ALL THAT CERTAIN piece or parcel of lot of ground situate in the Borough of Osceola, State of Pennsylvania, bounded and described as follows: On the North by Hale Street, on the East by Edward Alley, on the South by Lot No. Sixty Seven (67), on the West by Stone Street and known as Lot No. Sixty Eight (68) in the general plan of said Borough.

BEING known as 501 Stone Street.

PARCEL No. 16-013-380-46.

BEING the same premises which James F. Dugan, Jr. and Paul D. Dugan, by Deed dated November 20, 1995 and recorded December 5, 1995 in Clearfield County Record Volume 1722, Page 48, granted and conveyed unto Karen L. Rice.

FILED

JAN 25 2002

1115510th
William A. Shaw
Prothonotary

paid \$20.00

6 Werts Street
E
W

COPY

FORM PBC - 10 -

**WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257**

**THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1998-2 UNDER THE POOLING &
SERVICING AGREEMENT DATED AS OF
MARCH 1, 1998**

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

NO.: 00-1245-CD

vs.

KAREN L. RICE

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

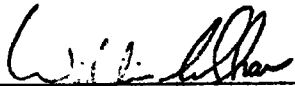
**To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and
sell the following described property (specifically described property below):**

Premises: 501 STONE STREET, OSCEOLA MILLS, PA 16666.

(See legal description attached.)

Amount Due	<u>\$50,723.07</u>
Interest from 8/2/01 to Date of Sale at \$8.33 per diem	\$
Total	\$ Plus Cost <u>\$127.00</u>

as endorsed.



Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated 1-25-02
(Seal)

No. 00-1245-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS TRUSTEE
OF IMC HOME EQUITY LOAN TRUST 1998-2
UNDER THE POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998

vs.

KAREN L. RICE

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Prothy Paid \$ 127.00

Writ, Ret. & Sat. \$ _____

Total Cost \$ _____


Attorney for Plaintiff

Address of Defendant(s)

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

501 STONE STREET, OSCEOLA MILLS, PA 16666

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PARCEL No. 16-013-380-46.

BEING the same premises which James F. Dugan, Jr. and Paul D. Dugan, by Deed dated November 20, 1995 and recorded December 5, 1995 in Clearfield County Record Volume 1722, Page 48, granted and conveyed unto Karen L. Rice.

**WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257**

**THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1998-2 UNDER THE POOLING &
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MARCH 1, 1998**

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

NO.: 00-1245-CD

vs.

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(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
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Premises: 501 STONE STREET, OSCEOLA MILLS, PA 16666.

(See legal description attached.)

Amount Due \$50,723.07

Interest from 8/2/01 to
Date of Sale at \$8.33 per diem \$

Total \$ Plus Cost \$ 127.00

as endorsed.



**Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania**

Dated 1-25-02
(Seal)

RECEIVED JAN 25 2002

@ 1:15 PM

*Christen A. Hawkins
by Margaret A. Pitt*

No. 00-1245-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS TRUSTEE
OF IMC HOME EQUITY LOAN TRUST 1998-2
UNDER THE POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998

vs.

KAREN L. RICE

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Prothy Paid \$ 127.00

Writ, Ret. & Sat. \$ _____

Total Cost \$ _____


Attorney for Plaintiff

Address of Defendant(s)

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

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In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

12109

CHASE MANHATTAN BANK, AS TRUSTEE ET AL

00-1246-CD

VS.

RICE, KAREN L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, FEBRUARY 26, 2002, AT 4:20 PM O'CLOCK A LEVY WAS TAKEN ON THE
PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

A SALE IS SET FOR FRIDAY, MAY 3, 2002, AT 10:00 AM.

**NOW, FEBRUARY 26, 2002, AT 4:20 PM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON EDWARD COWFER, LIVE IN BOYFRIEND OF
KAREN L. RICE, DEFENDANT, AT HIS PLACE OF RESIDENCE, 501 STONE STREET,
OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EDWARD
COWFER, LIVE IN BOYFRIEND OF KAREN L. RICE, 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, MARCH 5, 2002, RECEIVED A FAX FROM GREGORY JAVARDIAN, ATTORNEY
FOR THE PLAINTIFF, THAT SALE IS TO BE STAYED AS THE SUM OF EIGHT
HUNDRED EIGHTY-NINE DOLLARS WAS RECEIVED IN CONSIDERATION FOR THE
STAY.**

**NOW, MARCH 8, 2002, RETURN WRIT AS NO SALE HELD, DEFENDANT PAID
EIGHT HUNDRED-NINE DOLLARS TO HAVE WRIT STAYED. PAID COSTS FROM
ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.**

**SHERIFF HAWKINS \$192.86
SURCHARGE \$ 20.00
PAID BY ATTORNEY**

In The Court of Common Pleas of Clearfield County, Pennsylvania

1245
00-1246-CD

Sheriff Docket #

12109

CHASE MANHATTAN BANK, AS TRUSTEE ET AL

VS.

RICE, KAREN L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

FILED

MAR 08 2002

0310/nore
William A. Shaw
Prothonotary

So Answers,

Sworn to Before Me This

8th Day Of March 2002

William A. Shaw

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

Chester A. Hawkins
by Margaret H. Pitt
Chester A. Hawkins
Sheriff

THE LAW
Offices of

1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690
Fax: (215) 942-9695

March 5, 2002

Clearfield County Sheriff's Sale
One North Second Street, Suite 116
Clearfield, PA 16830

Attention: Margaret H. Putt, Office Manager

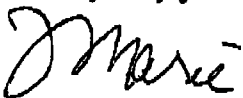
Re: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1998-2 UNDER THE POOLING & SERVICING AGREEMENT DATED AS
OF MARCH 1, 1998
v. KAREN L. RICE
No. 00-1245-CD
Premises: 501 STONE STREET, OSCEOLA MILLS, PA 16866

Dear Ms. Putt:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for
MAY 3, 2002.

The sum of \$889.00 was received in consideration for the stay.

Very truly yours,



Marie Keen for
Law Offices of Gregory Javardian

/mk

cc: FAIRBANKS CAPITAL CORP.
Attention: ALVIN SILER
File #3015209566

VIA TELECOPY (814) 765-5215

COPIES

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the _____ day of _____, 2002, I exposed the within described real estate of

to public venue or outcry at which time and place I sold the same to _____ he/she being the highest bidder, for the sum of \$ _____ and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		13.00
LEVY		15.00
MILEAGE		13.00
POSTING		15.00
CSDS		10.00
COMMISSION 2%		17.78
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING	\$15.00 +	5.00
BILLING - PHONE - FAX		5.00
TOTAL SHERIFF COSTS	\$	192.86

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		
TOTAL DEED COSTS	\$	11

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 50,723.07
INTEREST FROM 8-202 TO SALE DATE	
PER DIEM \$8.33	TO BE ADDED

TOTAL DEBT & INTEREST

\$

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$
LATE CHARGES & FEES	\$
TAXES-Collector	\$
TAXES-Tax Claim	\$
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$
FORCLOSURE FEES / LIFE INS REFUND	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$ 192.86
LEGAL JOURNAL AD	\$
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 127.00

TOTAL COSTS

\$ 319.86

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

Chester A. Hawkins, Sheriff

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

**THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1998-2 UNDER THE POOLING &
SERVICING AGREEMENT DATED AS OF
MARCH 1, 1998**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

No. 00-1245-CD

**PRAECIPE WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

vs.

KAREN L. RICE

To the Prothonotary:

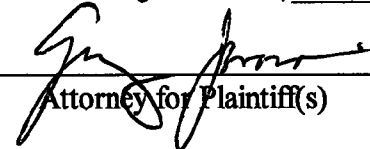
Issue writ of execution in the above matter:

Amount Due \$50,723.07

Interest from 8/2/01 to \$
Date of Sale at \$8.33 per diem

Total \$


Plus Costs Prothonotary costs 147.00
\$



Attorney for Plaintiff(s)

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

Note: Please furnish copy of description of Property.

FILED 
m/3:11 2002 ACC to SHF
DEC 12 2002 (praecipe only)

William A. Shaw
Prothonotary

No. 00-1245-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME
EQUITY LOAN TRUST 1998-2 UNDER THE POOLING & SERVICING
AGREEMENT DATED AS OF MARCH 1, 1998

vs.

KAREN L. RICE

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Attorney for Plaintiff(s)

Address: 501 STONE STREET, OSCEOLA MILLS, PA 16666

Where papers may be served.

ALL THAT CERTAIN piece or parcel of lot of ground situate in the Borough of Osceola, State of Pennsylvania, bounded and described as follows: On the North by Hale Street, on the East by Edward Alley, on the South by Lot No. Sixty Seven (67), on the West by Stone Street and known as Lot No. Sixty Eight (68) in the general plan of said Borough.

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PARCEL No. 16-013-380-46.

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THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1998-2 UNDER THE POOLING &
SERVICING AGREEMENT DATED AS OF
MARCH 1, 1998

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 00-1245-CD

vs.

KAREN L. RICE

AFFIDAVIT PURSUANT TO RULE 3129.1

Plaintiff in the above action sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 501 STONE STREET, OSCEOLA MILLS, PA 16666:

1. Name and address of Owner(s) or reputed Owner(s):

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

KAREN L. RICE

501 STONE STREET
OSCEOLA MILLS, PA 16666

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

KAREN L. RICE

501 STONE STREET
OSCEOLA MILLS, PA 16666

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

Name

Last Known Address (if address cannot be
reasonably ascertained, please indicate)

None.

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

Plaintiff.

5. Name and address of every other person who has any record lien on the property:

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

None.

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.

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

Clearfield County Domestic Relations	230 E. Market Street Clearfield, PA 16830
--------------------------------------	--

Clearfield County Courthouse Tax Claim Bureau	230 E. Market Street, Suite 121 Clearfield, PA 16830
--	---

Clearfield County Board of Assistance	1121 Linden Street Clearfield, PA 16830
---------------------------------------	--

PA Department of Public Welfare Bureau of Child Support Enforcement	Health and Welfare Building – Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675
--	--

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:

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

Tenants/Occupants

501 STONE STREET
OSCEOLA MILLS, PA 16666

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



GREGORY JAVARDIAN, ESQUIRE
Attorney for Plaintiff

December 5, 2002

LAW OFFICES OF GREGORY JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 00-1245-CD

vs.

KAREN L. RICE

**CERTIFICATION TO SHERIFF OF CLEARFIELD COUNTY
AS TO THE SALE OF REAL ESTATE**

DATE OF SALE:

I hereby certify that I am the attorney for the Plaintiff in this Mortgage Foreclosure
Action and further certify this Property is:

- ☐ FHA
- ☐ Tenant Occupied
- ☐ Vacant
- ☐ Commercial
- ☐ As a result of Complaint in Assumpsit
- ☒ Act 91 complied with



GREGORY JAVARDIAN, ESQUIRE
Attorney for Plaintiff

**WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257**

**THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1998-2 UNDER THE POOLING &
SERVICING AGREEMENT DATED AS OF
MARCH 1, 1998**

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

NO.: 00-1245-CD

vs.

KAREN L. RICE

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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Premises: 501 STONE STREET, OSCEOLA MILLS, PA 16666.

(See legal description attached.)

Amount Due \$50,723.07

**Interest from 8/2/01 to
Date of Sale at \$8.33 per diem \$**

Total \$

as endorsed.

**Plus Cost \$ 147.00 (Prothonotary
Costs)**

**Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania**

**Dated December 12, 2002
(Seal)**

No. 00-1245-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS TRUSTEE
OF IMC HOME EQUITY LOAN TRUST 1998-2
UNDER THE POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998

VS.

KAREN L. RICE

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Prothy Paid \$ 147.00

Writ, Ret. & Sat. \$ _____

Total Cost \$ _____


Attorney for Plaintiff

Address of Defendant(s)

Gregory Javardian, Esquire
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Southampton, PA 18966

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LAW OFFICES OF GREGORY JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE
POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 00-1245-CD

vs.

KAREN L. RICE

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1

I hereby certify that I have sent copies of the Notice of Sheriff Sale to the
Defendants' certified and regular United States mail and all lien holders or judgment creditors of
record as required by Pa.R.C.P. by first class United States mail, postage prepaid, on the date set
forth below. (See attached Exhibit "A").

Clearfield County Domestic Relations
230 East Market Street
Clearfield, PA 16830

KAREN L. RICE
501 STONE STREET
OSCEOLA MILLS, PA 16666

Clearfield County Courthouse
Tax Claim Bureau
230 East Market Street, Suite 121
Clearfield, PA 16830

Clearfield County Board of Assistance
1121 Linden Street
Clearfield, PA 16830

Tenants/Occupants
501 STONE STREET
OSCEOLA MILLS, PA 16666

FILED

MAR 17 2003

William A. Shaw
Prothonotary

PA Department of Public Welfare
Bureau of Child Support Enforcement
Health and Welfare Building – Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

Dated:

1/22/03



GREGORY JAVARDIAN, ESQUIRE
Attorney for Plaintiff

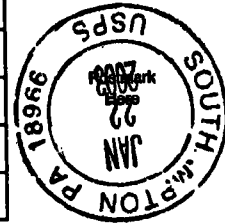
7002 2410 0006 3540 6882

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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To
KAREN L. RICE
 Street, Apt. No.
 or PO Box No. **591 STONE STREET**
 City, State, ZIP+4[®] **JOSEPH PA MILLS, PA 16666**

PS Form 3800, June 2002 See Reverse for Instructions

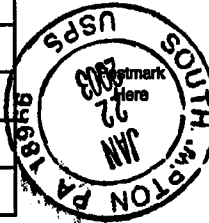
7002 2410 0006 3540 6875

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To
TENANTS/OCCUPANTS
 Street, Apt. No.
 or PO Box No. **591 STONE STREET**
 City, State, ZIP+4[®] **JOSEPH PA MILLS, PA 16666**

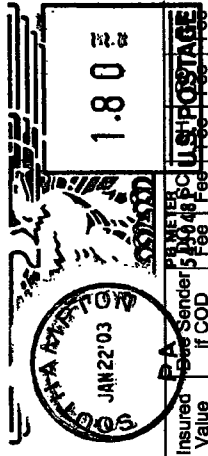
PS Form 3800, June 2002 See Reverse for Instructions

Name and Address of Addressee
**LAW OFFICES OF
 GREGORY JAVARDIAN
 1310 INDUSTRIAL BOULEVARD
 1ST FLOOR, SUITE 101
 SOUTHAMPTON, PA 18966**

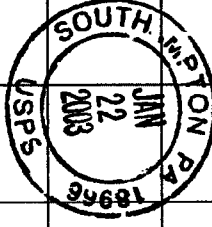
Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt



Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Postmeter Fee	Signature Confirmation	Restricted Delivery	Return Receipt
1.	CLEARFIELD COUNTY DOMESTIC RELATIONS 230 EAST MARKET STREET CLEARFIELD, PA 16830									
2.	CLEARFIELD COUNTY COURTHOUSE TAX CLAIM BUREAU 230 EAST MARKET STREET, SUITE 121 CLEARFIELD, PA 16830									
3.	CLEARFIELD COUNTY BOARD OF ASSISTANCE 1121 LINDEN STREET CLEARFIELD, PA 16830									
4.	TENANTS/OCCUPANTS 501 STONE STREET OSCEOLA MILLS, PA 16666 KAREN L. RICE									
5.	501 STONE STREET OSCEOLA MILLS, PA 16666 PA DEPARTMENT OF PUBLIC WELFARE BUREAU OF CHILD SUPPORT ENFORCEMENT HEALTH AND WELFARE BUILDING - ROOM 432 P.O. BOX 2675 HARRISBURG, PA 17105-2675									
6.										
7.										
8.										



Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)	See Privacy Act Statement on Reverse
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January 21, 2003

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

OWNER(S): KAREN L. RICE

PLAINTIFF/SELLER: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME
EQUITY LOAN TRUST 1998-2 UNDER THE POOLING &
SERVICING AGREEMENT DATED AS OF MARCH 1, 1998

DEFENDANT(S): KAREN L. RICE

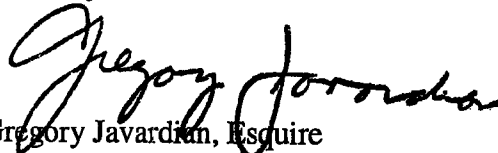
PROPERTY: 501 STONE STREET
OSCEOLA MILLS, PA 16666

CLEARFIELD C.C.P. NO. 00-1245-CD

The above captioned property is scheduled to be sold at Sheriff's Sale on FRIDAY, MARCH 7, 2003 at 10:00 A.M., at the Clearfield County Sheriff's Office, One North Second Street, Suite 116, Clearfield, PA 16830. You may hold a judgment on the property, which may be extinguished by the sale. You may wish to attend the sale to protect your interest.

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.

Sincerely,



Gregory Javardian, Esquire
Law Offices of Gregory Javardian
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

FILED
MAR 17 2003
11:36 AM
NOC
G
C

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13540

THE CHASE MANHATTAN BANK ET AL

00-1245-CD

VS.

RICE, KAREN L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 20, 2003 @ 11:00 A.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF MARCH 7, 2003 WAS SET.

NOW, JANUARY 21, 2003 @ 2:03 P.M. O'CLOCK SERVED KAREN L. RICE, DEFENDANT, AT HER RESIDENCE 501 STONE STREET, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, 16666 BY HANDING TO KAREN L. RICE, DEFENDANT, A TRUE AND ATTESTED COPY ON THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, FEBRUARY 24, 2003 RECEIVED A FAX FROM THE PLAINTIFF ATTORNEY TO POSTPONE THE SHERIFF SALE TO MAY 2, 2003.

AS NEW SALE DATE OF MAY 2, 2003 WAS SET.

NOW, APRIL 29, 2003 RECEIVED A FAX FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE FOR MAY 2, 2003. A SUM OF \$4,995.00 WAS RECEIVED IN CONSIDERATION FOR THE STAY.

NOW, JUNE 18, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, JUNE 19, 2003 RETURN WRIT AS NO SALE HELD. THE SALE WAS STAYED BY THE PLAINTIFF ATTORNEY.

FILED

JUN 19 2003

**William A. Shaw
Prothonotary**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13540

THE CHASE MANHATTAN BANK ET AL

00-1245-CD

VS.

RICE, KAREN L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$298.28

SURCHARGE \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

19 Day Of June 2003

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

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

So Answers,

Chester A. Hawkins
By Cynthia Butler-Aughenbaugh
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257**

**THE CHASE MANHATTAN BANK, AS
TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1998-2 UNDER THE POOLING &
SERVICING AGREEMENT DATED AS OF
MARCH 1, 1998**

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

NO.: 00-1245-CD

vs.

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

KAREN L. RICE

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 described property below):**

Premises: 501 STONE STREET, OSCEOLA MILLS, PA 16666.

(See legal description attached.)

Amount Due

\$50,723.07

**Interest from 8/2/01 to
Date of Sale at \$8.33 per diem**

\$

Total

\$

**Plus Cost \$ 147.00 (Prothonotary
costs)**

as endorsed.

**William L. Hoffman
Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania**

**Dated December 12, 2002
(Seal)**

*Received 12-13-02 @ 2:30 P.M.
Chester A. Hunkins
by Cynthia Butler-Aughenbaugh*

No. 00-1245-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK, AS TRUSTEE
OF IMC HOME EQUITY LOAN TRUST 1998-2
UNDER THE POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998

vs.

KAREN L. RICE

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Prothy Paid \$ 147.00

Writ, Ret. & Sat. \$ _____

Total Cost \$ _____


Attorney for Plaintiff

Address of Defendant(s)

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

501 STONE STREET, OSCEOLA MILLS, PA 16666

Where papers may be served.

ALL THAT CERTAIN piece or parcel of lot of ground situate in the Borough of Osceola, State of Pennsylvania, bounded and described as follows: On the North by Hale Street, on the East by Edward Alley, on the South by Lot No. Sixty Seven (67), on the West by Stone Street and known as Lot No. Sixty Eight (68) in the general plan of said Borough.

BEING known as 501 Stone Street.

PARCEL No. 16-013-380-46.

BEING the same premises which James F. Dugan, Jr. and Paul D. Dugan, by Deed dated November 20, 1995 and recorded December 5, 1995 in Clearfield County Record Volume 1722, Page 48, granted and conveyed unto Karen L. Rice.

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME RICE NO. 00-1245-CD

NOW, , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the day of 2002, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

he/she being the highest bidder, for the sum of appropriations, viz:

and made the following

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.40
LEVY	15.00
MILEAGE	14.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	99.90
POSTAGE	5.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	14.40
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

TOTAL SHERIFF COSTS 298.28

DEED COSTS:

ACKNOWLEDGEMENT
REGISTER & RECORDER
TRANSFER TAX 2%

TOTAL DEED COSTS 0.00

DEBIT & INTEREST:

DEBT-AMOUNT DUE	50,723.07
INTEREST FROM 8/02/01	
TO BE ADDED TO SALE DATE	

TOTAL DEBT & INTEREST 50,723.07

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	274.05
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim TO AUG	
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	298.28
LEGAL JOURNAL AD	144.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	147.00
MORTGAGE SEARCH	40.00

SATISFACTION FEE
ESCROW DEFICIENCY
MUNICIPAL LIEN

TOTAL COSTS 1,003.33

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

THE LAW
Offices of

1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690
Fax: (215) 942-9695

April 29, 2003

Clearfield County Sheriff's Sale
One North Second Street, Suite 116
Clearfield, PA 16830

Attention: Peggy

Re: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY LOAN
TRUST 1998-2 UNDER THE POOLING & SERVICING AGREEMENT DATED AS
OF MARCH 1, 1998
v. KAREN L. RICE
No. 00-1245-CD
Premises: 501 STONE STREET, OSCEOLA MILLS, PA 16666

Dear Peggy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for
MAY 2, 2003.

The sum of \$4,995.00 was received in consideration for the stay.

Very truly yours,



Marie Keen for
Law Offices of Gregory Javardian

/mk

cc: FAIRBANKS CAPITAL CORP.
Attention: GEORGE WAIDELICH
File #3015209566

VIA TELECOPY (814) 765-5915 AND REGULAR MAIL

THE LAW
Offices of

1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690
Fax: (215) 942-9695

February 24, 2003

Clearfield County Sheriff's Sale
One North Second Street, Suite 116
Clearfield, PA 16830

Attention: Peggy

Re: THE CHASE MANHATTAN BANK, AS TRUSTEE OF IMC HOME EQUITY
LOAN TRUST 1998-2 UNDER THE POOLING & SERVICING AGREEMENT
DATED AS OF MARCH 1, 1998
v. KAREN L. RICE
No. 00-1245-CD
Premises: 501 STONE STREET, OSCEOLA MILLS, PA 16666

Dear Peggy:

Please **POSTPONE** the Sheriff's Sale of the above referenced property, which is
scheduled for MARCH 7, 2003 to MAY 2, 2003.

Very truly yours,



Marie Keen for
Law Offices of Gregory Javardian

/mk

cc: FAIRBANKS CAPITAL CORP.
Attention: GEORGE WAIDELICH
File #3015209566

VIA TELECOPY (814) 765-5915

FILED

JUN 19 2003

**William A. Shaw
Prothonotary**