

00-1549-CD
FIRST UNION NATIONAL BANK -vs- RODNEY A. SMITH

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

First Union National Bank One Old Country Road, Suite 429 Carle Place NY 11514	COURT OF COMMON PLEAS CIVIL DIVISION
Plaintiff	Clearfield County
v.	
Rodney A. Smith Rural Rt 1 Box 687 Morrisdale, PA 16858	NO. 00-1549-CO
Defendant(s)	

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

FILED

DEC 13 2000

William A. Shaw
Prothonotary

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentear una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

LAW OFFICES OF MARK J. UDREN
/s/ Mark J. Udren, Esquire
1040 N. Kings Highway, Suite 500
Cherry Hill, NJ 08034
(856) 482-6900

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Equifirst Corporation
Assignments of Record to: EFC Holdings Corporation
Recording Date: 4/8/99 Instrument: 199905326

Assignor: EFC Holdings Corporation
Assignee: TMS Mortgage Inc.,
Recorded: 4/8/99 Instrument: 199905327

Assignor: TMS Mortgage Inc.,
Assignee: First Union National Bank
Recorded: **Lodged for Recording**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with PA.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: Rural Rt 1 Box 687
MUNICIPALITY/TOWNSHIP/BOROUGH: Morris Township
COUNTY: Clearfield
DATE EXECUTED: 1/25/99
DATE RECORDED: 1/29/99 Instrument: 199901434

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Note as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 11/20/00:

Principal of debt due and unpaid Interest at 10.75% from 8/01/00 to 11/20/00 (the per diem interest accruing on this debt is \$17.37 and that sum should be added each day after 11/20/00)	\$58,990.14 1,945.44
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$0.00 and that sum should be added on the first of each month after 11/20/00)	830.11
Late Charges (monthly late charge of \$27.77 should be added on the fifteenth of each month after 11/20/00)	138.85

Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,949.51</u>
TOTAL	\$65,384.05

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$65,384.05 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL THAT PIECE OR PARCEL OF LAND SITUATE IN MORRIS TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON PIN CORNER ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY LEGISLATIVE ROUTE 17060, LEADING FROM MORRISDALE TO WALLACETON, SAID RIGHT-OF-WAY LINE BEING (16.5) FEET FROM THE CENTERLINE THEREOF, SAID IRON PIN BEING A COMMON CORNER OF THE LANDS OF JAMES MERRITT AND THESE LANDS BEING DESCRIBED; THENCE BY THE LINE OF LANDS OF SAID JAMES MERRITT, SOUTH SEVEN DEGREES THIRTY MINUTES WEST (S 7 DEGREES 30' W) ONE HUNDRED SEVENTY-FIVE (175.0) FEET TO AN IRON PIN CORNER; THENCE BY THE LANDS OF THE NORMAN SHIMMEL ESTATE; NORTH EIGHTY TWO DEGREES THIRTY MINUTES WEST (N 80 DEGREES 30' W) ONE HUNDRED NINETY-ONE AND TWO TENTHS (191.2) FEET TO AN IRON PIN CORNER; THENCE BY THE RESIDUE OF A PARCEL-OF WHICH THIS BEING A PART OF, OR THE LANDS OF FORMER GRANTOR, MARCELLA M. COUDRIET, NORTH SEVEN DEGREES THIRTY MINUTES EAST (N 7 DEGREES 30' E) TWO HUNDRED THIRTY-ONE AND FIVE-TENTHS (231.5) FEET TO AN IRON PIN CORNER ON THE RIGHT-OF-WAY LINE OF SAID LEGISLATIVE ROUTE 17060; THENCE BY SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES AND DISTANCES; SOUTH SIXTY-ONE DEGREES ONE MINUTE EAST (S 61 DEGREES 01' E) ONE HUNDRED (100.00) FEET TO A STAKE CORNER; THENCE SOUTH SEVENTY-ONE DEGREES ONE MINUTE EAST (S 71 DEGREES 01' E) ONE HUNDRED FEET TO AN IRON PIN CORNER AND THE PLACE OF BEGINNING. CONTAINING 0.89 ACRES.

THE MONEY STORE®

P 931 140 133

September 06 2000

NFCL40425530



0040425530NFCL

Rodney A Smith
Rural Rt 1 Box 687
Millsdale PA 16858

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Homeowners Emergency Mortgage Assistance Program (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

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

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

La Notificación adjunta es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargo al número mencionado arriba. Puedes ser elegible para un préstamo por el programa llamado 'Homeowners' Emergency Mortgage Assistance Program', al cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME(S)	Rodney A Smith
PROPERTY ADDRESS	Rural Rt 1 Box 687
LOAN ACCOUNT NUMBER	Millsdale PA 16858-0000
CURRENT LENDER/SERVICER	40425530
	TMS Mortgage Inc

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

EXHIBIT A

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

IF YOU COMPLY WITH THE PROVISION OF THE HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE 'ACT') YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS AND IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY

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

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

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at Rural Rt 1 Box 687 Morrisdale PA 16858-0000 IS SERIOUSLY IN DEFAULT because YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS and the following amounts are now past due

Delinquent Payment Balance	\$1 666 26
(b) Late charge(s)	\$55 54
(c) Other charge(s) NSF & Advances	\$95 00
(d) Less Credit Balance	\$ 00
(e) Total amount required as of 09/02/2000	\$1 816 80

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

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER WHICH IS \$1 816 80 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD** Payments must be made either by cash or check, certified check, or money order made payable to

Regular Mail	Overnight Mail
TMS Mortgage Inc	FUNB Lockbox 96053
PO Box 96053	1525 West W T Harris Blvd
Charlotte NC 28296-0053	Charlotte NC 28262-0053

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

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

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt If the lender refers your case to its attorneys but you cure the delinquency before they begin legal proceedings against you you will have to pay the reasonable attorney's fees actually incurred up to \$50 00 However if legal proceedings are started against you you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50 00 Any attorney's fees will be added to the amount you owe the lender which may also include their reasonable costs If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys fees

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) day period and foreclosure proceedings have begun you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale You may do so by paying the total amount then past due plus any late charges charges then due reasonable 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 Sheriff's sale could be held is would be approximately FIVE (5) months from the date of this Notice A notice of the actual date of the Sheriff's Sale will be sent to you before the sale Of course the amount needed to cure the default will increase the longer you wait You may find out at any time exactly what the required payment or action will be by contacting the lender

HOW TO CONTACT THE LENDER BY TELEPHONE OR MAIL

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

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

ASSUMPTION OF MORTGAGE - You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt. Provided that all the outstanding payments, charges and attorneys' fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT

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

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

Sincerely

TMS Mortgage Inc

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES

FILED

DEC 13 2000

Sum 331 Actly Helen

William A. Shaw

Prothonotary

DO

\$80.00

cc: Sherry

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10507

FIRST UNION NATIONAL BANK

00-1549-CD

VS.

SMITH, RODNEY A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 21, 2000 AT 10:30 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RODNEY A. SMITH, DEFENDANT AT RESIDENCE, RURAL RT. # 1, BOX 687, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING JOHN DAUB, DEFENDANT'S FATHER-IN-LAW, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORGINIAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
24.76	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

JAN 15 2001

01/10:00

William A. Shaw
Prothonotary

Sworn to Before Me This

15th Day Of January 2001
William A. Shaw

So Answers,

Chester A. Hawkins
by *Marley Harry*
Chester A. Hawkins
Sheriff

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

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

First Union National Bank
One Old Country Road, Suite
429
Carle Place NY 11514
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
NO. 00-1549-CD

v.
Rodney A. Smith
Rural Rt 1 Box 687
Morrisdale, PA 16858
Defendant(s)

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly mark the above DISCONTINUED WITHOUT PREJUDICE,
upon payment of your costs only.


Mark J. Udren, Esquire
Mark J. Udren & Associates
Attorney for Plaintiff

DATED: February 23, 2001

FILED

MAR 08 2001

William A. Shaw
Prothonotary

FILED

MAR 08 2001
M 12:34 PM
William A. Shaw
Prothonotary

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

CIVIL DIVISION

First Union National Bank

Vs. **No. 2000-01549-CD**
Rodney A. Smith

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 8, 2001 marked:

Discontinued without prejudice.

Record costs in the sum of \$80.00 have been paid in full by Mark J. Urden, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of March A.D. 2001.

William A. Shaw, Prothonotary