

01-37-CD
NORTH AMERICAN MORTGAGE COMPANY -vs- DENNIS M. McCUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY,

Plaintiff No. 01-37-CD

VS.

DENNIS M. MCGUIRE, PRAECIPE FOR DEFAULT JUDGMENT
Defendant.

FILED

MAR 05 2001

William A. Shaw
Prothonotary

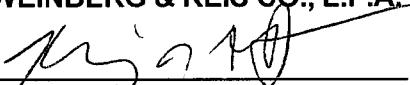
I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

c/o Weltman, Weinberg & Reis Co., L.P.A.
2601 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Kimberly J. Hong
PA I.D. NO. 74950

AND THE DEFENDANT IS:
149 W. Colon Road
Coldwater, MI 49036

Weltman, Weinberg & Reis Co., L.P.A.
2601 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WELTMAN, WEINBERG & REIS CO., L.P.A.
BY: 
ATTORNEYS FOR PLAINTIFF

WWR#02105306

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

**NORTH AMERICAN MORTGAGE
COMPANY,**

Plaintiff No. 01-37-CD

vs.

DENNIS M. MCGUIRE,

Defendant.

PRAEICE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Dennis M. McGuire, above named, in the default of an Answer, in the amount of \$43,693.45 computed as follows:

Principal	\$ 40,123.92
Interest thru 2/26/01	
at the legal interest rate of \$8.66 per diem	\$ 2,053.56
Late Charges through 2/26/01	\$ 176.95
Escrow Advance	\$ 113.02
Suspense Balance	\$ (220.00)
Property Inspections	\$ 116.00
Corp. Advance	\$ 480.00
Execution Costs	\$ 0.00
Attorneys fees	\$ 800.00
Title Search	\$ 50.00
TOTAL	\$ 43,693.45

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Kimberly J. Hong
Kimberly J. Hong
Weltman, Weinberg & Reis Co., L.P.A.
2601 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Kimberly J. Hong

Kimberly J. Hong
Weltman, Weinberg & Reis Co., L.P.A.
2601 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY,

Plaintiff

vs.

Civil Action No. 01-37- CD

DENNIS M. MCGUIRE,

Defendant

IMPORTANT NOTICE

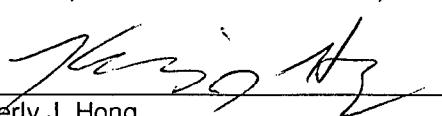
TO: Dennis M. McGuire
149 W. Colon Road
Coldwater, MI 49036

Date of Notice: February 15, 2001

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-695-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Kimberly J. Hong
Weltman, Weinberg & Reis co. L.P.A.
2601 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

MAR 10 5 2001
M 11:59 a.m.
William A. Shaw
Prothonotary
pd. \$20.00

Not to Day.
Statement to atty.
Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY,

Copy

Plaintiff

No. 01-37-CD

vs.

DENNIS M. MCGUIRE,

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: Dennis McGuire
149 W. Colon Road
Coldwater, MI 49036

- () Plaintiff
(xx) Defendant
() Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on March 5, 2001

- () Assumpsit Judgment in the amount of \$_____ plus costs.
(XX) Mortgage Foreclosure in the amount of \$43,693.45 plus costs.
() Trespass Judgment in the amount of \$_____ plus costs.
() If not satisfied within sixty (60) days, your motor vehicle operator's
license and/or registration will be suspended by the Department of
Transportation, Bureau of Traffic Safety, Harrisburg, PA.
(xx) Entry of Judgment of
() Court Order
() Non-Pros
() Confession
(xx) Default
() Verdict
() Arbitration Award

Prothonotary

By: _____
PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

COPY

North American Mortgage Company
Plaintiff(s)

No.: 2001-00037-CD

Real Debt: \$43,693.45

Atty's Comm:

Vs.

Costs: \$

Int. From:

Dennis M. McGuire
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 5, 2001

Expires: March 5, 2006

Certified from the record this 5th of March, 2001

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY,

Plaintiff,

v.

DENNIS M. MCGUIRE,

Defendant

TO: DEFENDANT:

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST YOU.

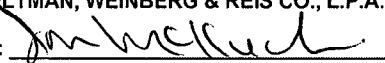
WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:
c/o Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

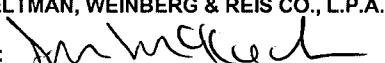
AND THE DEFENDANT ARE:
149 W. Colon Road
Coldwater, MI 49036

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL
ESTATE AFFECTED BY THIS LIEN IS:
RR 1, Box 169, Laurel Run Road
Penfield, PA 15849
Twp. of Huston

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
ATTORNEYS FOR PLAINTIFF

NO. 01-37-CD

ISSUE NO.:

CODE:

TYPE OF PLEADING:

**COMPLAINT IN MORTGAGE
FORECLOSURE**

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

JON A. McKECHNIE, ESQUIRE
Pa. I.D. #36268

WELTMAN, WEINBERG & REIS CO., L.P.A.
Firm #339
2718 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955
WWR#02105306

FILED

JAN 08 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY,

Plaintiff,

NO:

v.

DENNIS M. MCGUIRE,

Defendant

NOTICE TO DEFEND

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:

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-695-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY,

Plaintiff,

NO:

v.

DENNIS M. MCGUIRE,

Defendant

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, North American Mortgage Company, by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is North American Mortgage Company, lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").
2. The Defendant is Dennis M. McGuire, an adult individual whose last known address is 149 West Colon Road, Coldwater, MI 49036.
3. On or about March 13, 1998, the Defendant executed a Note ("Note") in the original principal amount of \$41,000.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.
4. On or about March 13, 1998, as security for payment of the aforesaid Note, the Defendant made, executed and delivered to Plaintiff, a Mortgage in the original principal amount of \$41,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on March 24, 1998 in Mortgage Book Volume 1917, Page 316. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.
5. The Defendant is the current record and real owner of the aforesaid mortgaged premises.

6. The Defendant is in default under the terms of the aforesaid Note and Mortgage.
7. Demand for payment has been made upon the Defendant by Plaintiff, but Defendant was unable to pay the principal balance, interest or any other portion thereof to Plaintiff.
8. On or about October 11, 2000, Defendant was mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 Take Action to Save Your Home From Foreclosure and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq. A true and correct copy of said Notices is attached hereto as Exhibit "C".

9. The amount due and owing Plaintiff by Defendant is as follows:

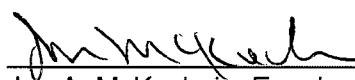
Principal	\$ 40,123.92
Interest thru 11/30/00	\$ 1,324.49
Late Charge	\$ 141.28
Suspense Balance	\$ 220.00
Inspections/Fees	\$ 80.00
Attorneys' Fees	\$ 800.00
Other Charges	<u>\$ 50.00</u>
 TOTAL	 \$ 42,739.69

10. Contemporaneously hereunder, Defendant has been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "D" and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$45,739.69, with interest thereon at the rate of \$8.66 per diem from November 30, 2000, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS CO., L.P.A.



Jon A. McKechnie, Esquire
Pa. I.D. #36268
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

NOTE

MARCH 13, 1998

[Date]

DM

MONROEVILLE

[City]

PENNSYLVANIA

[State]

RR #1, BOX 169, LAUREL RUN ROAD, PENFIELD, PA 15849

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 41,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is NORTH AMERICAN MORTGAGE COMPANY

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 7.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1ST day of each month beginning on MAY 01, 1998. 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 APRIL 01, 2028, 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 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 297.28

4. 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.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. 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.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 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 4.0 % 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

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 MULTISTATE FIXED RATE NOTE - Single Family - FNMA/FHLMC Uniform Instrument

VMP -5R (9105).03

Form 3200 12/83

Amended 5/91

VMP MORTGAGE FORMS • (313)293-8100 • (800)524-7291

Page 1 of 2

Initials: DM

DM
X-RIT A



all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

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

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

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back 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.

7. 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.

8. 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.

9. 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.

10. 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 which 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.

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.

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



DENNIS M. MCGUIRE

SSN: 307-98-2346

(Seal)

-Borrower

(Seal)

-Borrower

SSN:

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

WHEN RECORDED MAIL TO:
 NORTH AMERICAN MORTGAGE COMPANY
 P.O. BOX 808031
 PETALUMA, CA 94975-8031
 DOC MANAGEMENT AU 054

Mail to:

AEGIS SETTLEMENT SERVICES
 4290 OLD WILLIAM PENN HIGHWAY
 MONROEVILLE, PA 15146

Parcel Number: 119-H3-57

3039
G10

[Space Above This Line For Recording Data]

MORTGAGE

5174971-863

THIS MORTGAGE ("Security Instrument") is given on MARCH 13, 1998. The mortgagor is
 DENNIS M. MCGUIRE

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

which is organized and existing under the laws of DELAWARE, and whose
 address is 3883 AIRWAY DRIVE, SANTA ROSA, CA 95403 ("Lender"). Borrower owes Lender the principal sum of
 FORTY ONE THOUSAND AND 00/100

Dollars (U.S. \$ 41,000.00). 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
 APRIL 01, 2028. 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:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE
 EXHIBIT AND IS MADE A PART HEREOF.

which has the address of RR #1 BOX 169 LAUREL RUN ROAD, PENFIELD
 Pennsylvania 15849 ("Property Address");

[Zip Code]

PENNSYLVANIA-Single Family-FNMA/FHLMC
 UNIFORM INSTRUMENT Form 3039 9/90
 VMP-6H(PA) (9410) Amended 12/93
 VMP MORTGAGE FORMS • (800)521-7291

Page 1 of 6

Initials: DM



YHIBIT B [Street, City]

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.

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] *Legal*

- 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:

D. M. McGuire
DENNIS M. MCGUIRE

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

Certificate of Residence

I, *Lori C. Wright*,
address of the within-named Mortgagee is

Witness my hand this

13th

day of

3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

, do hereby certify that the correct

March 1998

Lori C. Wright
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

CLEARFIELD

County ss:

On this, the 13th day of March, 1998, before me, the undersigned officer, personally appeared DENNIS M. MCGUIRE

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

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

April 12, 2001

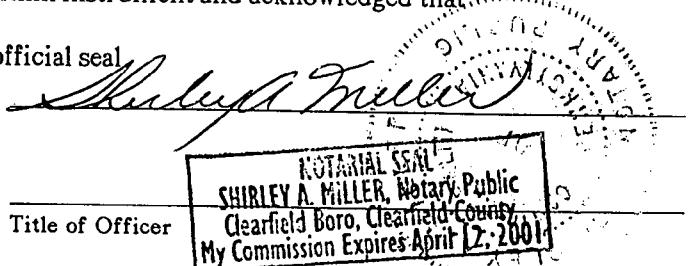


Exhibit "A"

ALL that certain piece or parcel of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the center of the Laurel Run Road in the line now or formerly of Blaine Johnston and the Pennsylvania State Forest land; thence along said line 510 feet to other Johnston lands; thence along the Johnston and Swales line toward the Penfield Road 110 feet to a post; thence through the Swales land on a line parallel with the aforesaid 510 foot line a distance of approximately 510 feet to the center of the Laurel Run Road; thence along the center of the Laurel Run Road 110 feet to the place of beginning.

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:21 p.m. 3-24-98
BY Agnes Delemer 1958
FEES 1958
Karen L. Starck, Recorder



Karen L. Starck

Karen L. Starck
Recorder of Deeds



7104 5400 2100 0023 7770

231 East Avenue
Albion, NY 144111-9975

October 11, 2000

0000232620

Dennis McGuire
149 W Colon Rd
Coldwater, MI 15849-0000

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).

La Notificaion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME(S) :	Dennis McGuire
PROPERTY ADDRESS:	Rr #1 Bx 169 Laurel Run Rd Penfield, PA 15849-0000
LOAN ACCOUNT NUMBER:	5174971
CURRENT	North American Mortgage Company
LENDER/SERVICER:	

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,
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.

EXHIBIT C

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

APPLICATION FOR MORTGAGE ASSISTANCE- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, 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(Bring it up to date).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at
Rr #1 Bx 169 Laurel Run Rd Penfield, PA 15849-0000 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 :

(a) 3 Payments @ \$369.30	\$1,107.90
(b) Late charge(s) :	\$117.50
(c) Other charge(s): NSF & Advances	\$60.00
(d) Less: Credit Balance	\$220.00
(e) Total amount required as of 10/10/2000:	\$1,065.40

B. 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 \$1,065.40, 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, cashier's check, certified check, or money order made payable to North American Mortgage Company at 231 EAST AVENUE, ALBION, NY 14411.

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, North American Mortgage Company also intends to instruct their attorneys to start a legal action to foreclose upon your mortgaged property.

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such sheriff's sale could be held is would be approximately five (5) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER

Name of Lender: North American Mortgage Company
Address: 231 EAST AVENUE, ALBION, NY 14411
Telephone 800-871-2590
Number:

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.

Sincerely,

North American Mortgage Company

We are attempting to collect a debt, and any information that we receive may be used for that purpose.

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

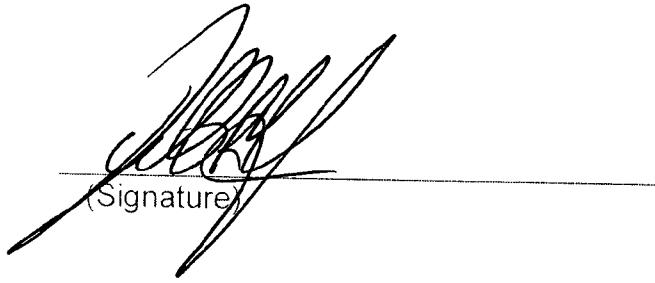
EXHIBIT D

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. § 4904 relating to unsworn falsifications to authorities, that he/she is Timothy R. Hapeman

Vice President _____ of North American Mortgage Company _____, plaintiff herein,
(TITLE) (COMPANY)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.



(Signature)

Timothy R. Hapeman

FILED

NO CC

13-38434
JAN 08 2001

Atty Pd.

80.00

RECEIVED
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY,

Plaintiff No. 01-37-CD

vs.

DENNIS M. MCGUIRE,

Defendant.

TYPE OF PLEADING:

PROOF OF SERVICE

Filed on Behalf of:

Plaintiff

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

FILED

MAR 05 2001

William A. Shaw
Prothonotary

Weltman, Weinberg & Reis Co., L.P.A.
2601 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02105306

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY,

Plaintiff No. 01-37-CD

vs.

DENNIS M. MCGUIRE,

Defendant.

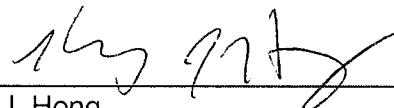
PROOF OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Complaint in Mortgage Foreclosure has been served on the Defendant.

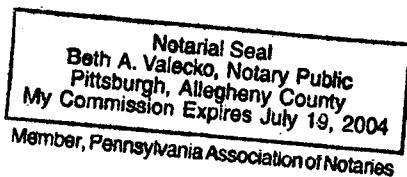
1. On or about January 18, 2001, Plaintiff mailed Defendant, a copy of the complaint in mortgage foreclosure, by certified mail, return receipt requested, to 149 W. Colon Road, Coldwater, MI 49036.

2. On or about January 22, 2001, Plaintiff received the signed certified mail receipt indicating that a copy of the complaint had been served on the Defendant. A true and correct copy of said signed certified mail receipt is marked Exhibit "A".

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Kimberly J. Hong
Attorneys for Plaintiff
2601 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219



Sworn to and subscribed before me
This 27 day of February, 2001.



Notary Public

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

Article Sent To:

Postage	\$	1/18
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		\$

Postmark
Here

Name (Please Print Clearly) (to be completed by mailer)

Dennis M. McGuire
199 W. Colon Rd.
Coldwater, MI 49036

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, July 1999

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dennis M. McGuire
149 W. Colon Rd.
Coldwater, MI 49036

2. Article Number (Copy from service label)

70993400 0010 4190 5712

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Carrie McGuire

1-22-01

C. Signature

Carrie McGuire Agent
 Carrie McGuire Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- | | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee)

Yes

FILED

MAR 03 2001

128/100 CC

William A. Shaw
Prothonotary

E. K.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY

Plaintiff,
vs.

DENNIS M. MCGUIRE

Defendant

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

North American Mortgage Company

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2601 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02105306

Atty
pd
20.00
6 wns
to Sheriff William A. Shaw
Frothonotary
FILED
m 12/4/01
APR 30 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY

Plaintiff, NO: 01-37-CD
vs.

DENNIS M. MCGUIRE

Defendant

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County against Defendant, Dennis M. McGuire for the amount of:

1. Judgment Amount	\$ 43,693.45
Interest at the rate of \$ 8.66 per diem from	
2/26/01 to 9/30/01	\$ 1,879.22
2. Late Charges thru 9/30/01	\$ <u>83.23</u>
TOTAL	\$ 45,655.90

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary)	\$
Date: <u>4/23/01</u>	<u>Kimberly J. Hong</u>

Kimberly J. Hong
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE COMPANY

Plaintiff, NO: 01-37-CD
vs.

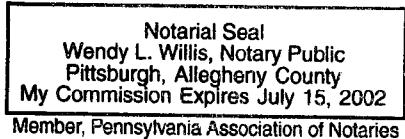
DENNIS M. MCGUIRE

Defendant

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA)
)
 COUNTY OF ALLEGHENY) SS:

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Kimberly J. Hong, attorney for the Plaintiff, who being duly sworn according to law deposes and says that the owner of the property located at RR 1, Box 169, Laurel Run Road, Penfield, PA 15849 is Defendant, Dennis M. McGuire, who resides at 149 W. Colon Road, Coldwater, MI 49036, to the best of her information, knowledge and belief.



KIMBERLY J. HONG, ESQUIRE
Weltman, Weinberg & Reis, Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

Sworn to and subscribed before me
this 24 day of April, 2001.

Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE COMPANY

Plaintiff, NO: 01-37-CD
vs.

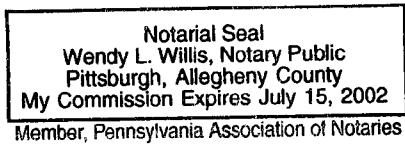
DENNIS M. MCGUIRE

Defendant

AFFIDAVIT OF COMPLIANCE WITH ACT 6 OF 1974, 41 P.S. 101, ET. SEQ.
AND ACT 91 OF 1983

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for the said County and Commonwealth, personally appeared Kimberly J. Hong, Esquire, attorney for the Plaintiff, who being duly sworn according to law deposes and says that on or about October 11, 2000, Defendant was mailed Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101 et seq and the Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983Take Action to Save Your Home From Foreclosure pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et. seq. The foregoing statement is true and correct to the best of my knowledge, information and belief. 




KIMBERLY J. HONG, ESQUIRE
Weltman, Weinberg & Reis, Co., L.P.A.
2718 Koppers Building, 436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

Sworn to and subscribed before me,

this 24 day of April, 2001.

~~NOTARY PUBLIC~~

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

North American Mortgage Company

Vs.

NO.: 2001-00037-CD

Dennis M. McGuire

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NORTH AMERICAN MORTGAGE COMPANY, Plaintiff(s) from DENNIS M. MCGUIRE, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$45,655.90

PAID: \$120.00

INTEREST: at the rate of \$8.66 per diem from 2/26/01 to

SHERIFF: \$

9/30/01 \$1,879.22

PROTH. COSTS: \$

ATTY'S COMM: \$

LATE CHARGES: thru 9/30/01 \$83.23

DATE: 04/30/2001

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Kimberly J. Hong
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE COMPANY

Plaintiff, NO: 01-37-CD
vs.

DENNIS M. MCGUIRE

Defendant

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the center of the Laurel Run Road in the line now or formerly of Blaine Johnston and the Pennsylvania State Forest land; thence along said line 510 feet to other Johnston lands; thence along the Johnston and Swales line toward the Penfield Road 110 feet to a post; thence through the Swales land on a line parallel with the aforesaid 510 foot line a distance of approximately 510 feet to the center of the Laurel Run Road; thence along the center of the Laurel Run Road 110 feet to the place of beginning.

BEING the same premises which Bonnie C. Neff, by Deed dated March 13, 1998 and recorded in Clearfield County on March 24, 1998 at Deed Book Volume 1917, Page 313, granted and conveyed to Dennis M. McGuire.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Kimberly J. Hong, Esquire
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Parcel No.: 119-H3-57

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY

Plaintiff,
vs.

DENNIS M. MCGUIRE

Defendant

TYPE OF PLEADING:

DEFENDANT AFFIDAVIT OF SERVICE

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

FILED

JUL 3 0 2001

William A. Shaw
Prothonotary

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02105306

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE COMPANY

Plaintiff, NO: 01-37-CD
vs.

DENNIS M. MCGUIRE

AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on the Defendant.

1. On or about June 14, 2001, Plaintiff mailed Defendant a copy of the Notice of Sheriff's Sale by certified mailed, return receipt requested. On or about June 19, 2001, the certified mailing receipt was signed and returned indicating service on the Defendant. A true and correct copy of the signed certified mail receipt is marked Exhibit 'A', attached hereto and made a part hereof.

I verify that these statements made are true and correct to the best of my knowledge and belief.

to the best of my knowledge

Kimberly J. Hong, Esquire
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Sworn to and subscribed before me

This 25 day of July, 2001.
Melissa
Notary Public

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Received by (Please Print Clearly) <u>John M. McGuire</u> B. Date of Delivery <u>152 115-1</u></p> <p>FOREST AT FLYING</p> <p>C. Signature </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>1. Article Addressed to:</p> <p>Dennis M. McGuire 119 W. COLON RD. COLDWATER, MI 49036</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>2. Article Number (Copy from service label) 70001530000497006000</p>	

EXHIBIT

FILED

JUL 30 2001

171571000
William A. Shaw
Prothonotary
RECD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE COMPANY

Plaintiff, NO: 01-37-CD
vs.

DENNIS M. MCGUIRE

Defendant

TYPE OF PLEADING:

LJENHOLDER AFFIDAVIT OF SERVICE

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02105306

FILED

JUL 3 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE COMPANY

Plaintiff, NO: 01-37-CD
vs.

DENNIS M. MCGUIRE

Defendant

LIENHOLDER AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on each of the following Lienholders by Certificate of Mail June 13, 2001. True and correct copies of said certificates of mail are attached hereto as Exhibit "A".

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Kimberly J. Hong, Esquire
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Sworn to and subscribed before me

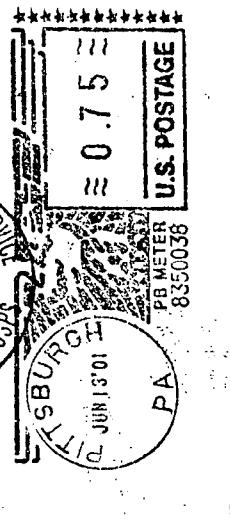
This 05 day of July, 2001.
Mark Miller
Notary Public

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

Received From: **WEITMAN, WEINBERG & REIS CO. L.P.A.**
2601 Koppers Building
436 Seventh Avenue
PITTSBURGH, PA 15219-9502

One piece of ordinary mail addressed to:
Tax Claim Bureau
230 E. Market Street
Clearfield, Pa 16830

PS Form 3817, Mar. 1989 *McGuire*

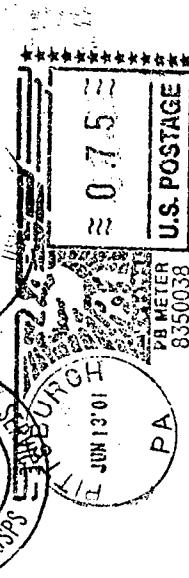


U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From: **WEITMAN, WEINBERG & REIS CO. L.P.A.**
2601 Koppers Building
436 Seventh Avenue
PITTSBURGH, PA 15219-9502

One piece of ordinary mail addressed to:
Inheritance Tax Bureau
230 East Market Street
Clearfield, Pa 16830

PS Form 3817, Mar. 1989 *McGuire*

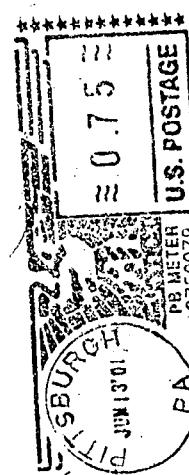


U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From: **WEITMAN, WEINBERG & REIS CO.**
2601 Koppers Building
436 Seventh Avenue
PITTSBURGH, PA 15219-9502

One piece of ordinary mail addressed to:
Domestic Relations
230 East Market Street
Clearfield, Pa 16830

PS Form 3817, Mar. 1989 *McGuire*



EXHIBIT

FILED

JUL 3 0 2001
MHSNCL
William A. Shaw
Prothonotary
fee

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

North American Mortgage Company

Vs.

NO.: 2001-00037-CD

Dennis M. McGuire

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NORTH AMERICAN MORTGAGE COMPANY, Plaintiff(s) from DENNIS M. MCGUIRE, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$45,655.90

PAID: \$120.00

INTEREST: at the rate of \$8.66 per diem from 2/26/01 to
9/30/01 \$1,879.22

SHERIFF: \$

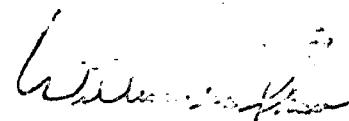
PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

LATE CHARGES: thru 9/30/01 \$83.23

DATE: 04/30/2001



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 1st day
of May A.D. 2001
At 11:30 A.M. P.M.

Chester A. Hawkins
Sheriff by Margaret N. Pitt

Requesting Party: Kimberly J. Hong
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NORTH AMERICAN MORTGAGE
COMPANY

Plaintiff, NO: 01-37-CD
vs.

DENNIS M. MCGUIRE

Defendant

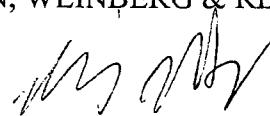
LONG FORM DESCRIPTION

ALL that certain piece or parcel of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the center of the Laurel Run Road in the line now or formerly of Blaine Johnston and the Pennsylvania State Forest land; thence along said line 510 feet to other Johnston lands; thence along the Johnston and Swales line toward the Penfield Road 110 feet to a post; thence through the Swales land on a line parallel with the aforesaid 510 foot line a distance of approximately 510 feet to the center of the Laurel Run Road; thence along the center of the Laurel Run Road 110 feet to the place of beginning.

BEING the same premises which Bonnie C. Neff, by Deed dated March 13, 1998 and recorded in Clearfield County on March 24, 1998 at Deed Book Volume 1917, Page 313, granted and conveyed to Dennis M. McGuire.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Kimberly J. Hong, Esquire
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Parcel No.: 119-H3-57

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10974

NORTH AMERICAN MORTGAGE COMPANY

01-37-CD

VS.

MCGUIRE, DENNIS M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 29, 2001, AT 11:10 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, AUGUST 3, 2001, AT 10:00AM O'CLOCK.

NOW, MAY 30, 2001, SENT WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO DENNIS M. MCGUIRE, DEFENDANT, BY REGULAR AND CERTIFIED MAIL #7000 0600 0023 2701 1120.

NOW, JUNE 1, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON DENNIS M. MCGUIRE, DEFENDANT, BY CERTIFIED MAIL #7000 0600 0023 2701 1120.

NOW, AUGUST 3, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

NOW, SEPTEMBER 11, 2001, RECEIVED PLAINTIFF CHECK # 737044 IN THE AMOUNT OF FIVE HUNDRED NINETY-FIVE DOLLARS AND FOURTEEN CENTS (\$595.14) FOR COSTS DUE ON SALE.

NOW, SEPTEMBER 13, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS. PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$195.67

SURCHARGE \$ 20.00

PAID BY PLAINTIFF

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10974

NORTH AMERICAN MORTGAGE COMPANY

01-37-CD

VS.

MCGUIRE, DENNIS M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

FILED

SEP 13 2001

011157MOCC

William A. Shaw

Prothonotary *Feb*

So Answers,

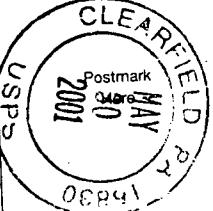
Chester Hawkins
by Margaret H. Pitt
Chester A. Hawkins

Sheriff

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

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage	\$. 55	 Postmark CLEARFIELD PA May 10 1994
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 3.95	
Name (Please Print Clearly) (to be completed by mailer) DENNIS M. MCGUIRE Street, Apt. No.; or P.O. Box No. 149 West Colon Road City, State, ZIP+4 Coldwater, MI 49036		
<small>PS Form 3800, July 1999</small> <small>See Reverse for Instructions</small>		

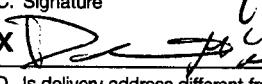
SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DENNIS M. MCGUIRE
149 West Colon Road
Coldwater, MI 49036

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
Dennis M. McGuire 6/1	
C. Signature	
	
<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	

3. Service Type

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number (Copy from service label)

7000 0600 0023 2701 1120

COPY



231 East Avenue • Albion, NY 14411

FOR PAYMENT OF STATUTORY EXPENSES

Five Hundred Ninety Five and 14/100 Dollars

NORTH AMERICAN MORTGAGE
NORTH AMERICAN MORTGAGE
DISBURSEMENT CLEARING
FBC 654 50352TR
517497-1

7029
2260
CHECK NO.
737044
MO/DAY/YR
08/21/2001

AMOUNT
*****\$595.14

VOID IF NOT CASHED WITHIN 120 DAYS

PAY TO
THE ORDER
OF

WELTMAN, WEINBERG & REIS
2601 KOPPERS BLDG
436 7TH AVE.
PITTSBURGH, PA 15219

Mark Hutzler
Paul
AUTHORIZED SIGNATURE

10 73 70 44 10 2260 70 2960

4380000085

Weltman, Weinberg & Reis, Co., LPA
Managing Attorney, Pittsburgh office,
pay to the order of The Sheriff of
Clearfield County

COPY

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

NOW, AUGUST 6, 2001, 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 3rd day of AUGUST 2001, I exposed the within described real estate of DENNIS M. MCGUIRE

to public venue or outcry at which time and place I sold the same to NORTH AMERICAN MORTGAGE COMPANY
he/she being the highest bidder, for the sum of \$ 1.00 + COSTS
and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	8.32
LEVY	15.00
MILEAGE	8.32
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	3.95
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	1.00
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	10.00
BILLING - PHONE - FAX	5.00
TOTAL SHERIFF COSTS	\$ 195.67

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 45,65.90
INTEREST at the rate of \$8.66 per diem from 2-26-01 to 9-30-01	1,879.22
TOTAL DEBT & INTEREST	\$ 47,535.12

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	
ADVERTISING	\$ 483.84
LATE CHARGES & FEES to 9-30-01	-83.23
TAXES-Collector	\$ 567.63
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS	\$ 140.00
MORTGAGE SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	\$ 20.50
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 195.67
LEGAL JOURNAL AD	\$ 67.50
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00
FORECLOSURE FEES	\$
TOTAL COSTS	\$ 1,595.14

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	**** 5.00
TRANSFER TAX 2%	

TOTAL DEED COSTS \$ 20.50

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

Chester A. Hawkins, Sheriff