

01-144-CD  
WELLS FARGO BANK MINNESOTA, N.A. fka -vs- TIMOTHY R. DENNIS et al  
NORWEST BANK MINNESOTA, N.A.

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

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank Minnesota,  
National Association, fka  
Norwest Bank Minnesota,  
National Association, as  
Trustee for Registered Holders  
of Option One Mortgage Loan  
Trust 2000-A, Asset-Backed  
Certificates, Series 2000-A,  
without recourse  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

v.

Timothy R. Dennis  
Mary S. Dennis  
RR 1 Boardman Road Box 68  
New Millport, PA 16861  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

FILED

JAN 29 2001  
m/j 2/10/att Udren  
William A. Shaw  
Prothonotary

\$80.00

Jcc Sherry

NO. 01-144 CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

## AVISO

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

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

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

## **NOTICE**

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

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

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

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

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

Assignor: Option One Mortgage Corporation

Assignee: Wells Fargo Bank Minnesota, National Association, fka Norwest Bank Minnesota, National Association, as Trustee for Registered Holders of Option One Mortgage Loan Trust 2000-A, Asset-Backed Certificates, Series 2000-A, without recourse

Recording Date: **LODGED FOR RECORDING** Book: Page:

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: RR 1 Boardman Road Box 68

MUNICIPALITY/TOWNSHIP/BOROUGH: Knox Township

COUNTY: Clearfield

DATE EXECUTED: 1/6/00

DATE RECORDED: 3/1/00 INSTRUMENT: 200002682

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

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums

secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

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

(a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 1/18/01:

Principal of debt due and unpaid	\$41,891.07
Interest at 10.95% from 9/1/00 to 1/18/01 (the per diem interest accruing on this debt is \$12.57 and that sum should be added each day after 1/18/01)	1,755.25
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$0.00 and that sum should be added on the first of each month after 1/18/01)	0.00
Late Charges (monthly late charge of \$23.90 should be added on the fifteenth of each month after 1/18/01)	143.40
Property Inspections	59.00
Suspense Balance	(3.22)
Attorneys Fees (anticipated and actual to 5% of principal)	2,094.55
TOTAL	\$46,470.05

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

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

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$46,470.05 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

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

BEGINNING at the Northeast corner of tract now or formerly of James Haley and a common corner with tract now or formerly of W. P. Coder; thence in a southeasterly direction by line now or formerly of Haley and Coder tracts twelve hundred (1200) feet more or less to a public road leading from the Village of Boardman to Oak Ridge ( Legislative Route No. 17036), thence by the southern line of said road in a westerly direction five hundred (500) feet, more or less, to the eastern line of a public road (Legislative Route No. 443) bearing to the right and leading to the Village of Carnwach; thence by said eastern line of the road twelve hundred fifty (1250) feet, more or less, to the north line of tract now or formerly of James Haley; thence along the line of the said tract now or formerly of Haley in an easterly direction seven hundred (700) feet, more or less, to the place of beginning. Containing seventeen acres, more or less.

The location of the roads referred to in the above description are as they existed as of November 22, 1958, being the date of the deed from the Potts Run Coal Company to the James Bray and Madeline Bray which appears of record in Clearfield County Deed Book 673, Page 414.

Said Premises being further identified as House, Cabin and 3.94 Acres Surface with Clearfield County Assessment Map No. 122-113-14.1

BEING the same property which James Bray and Madeline Bray, husband and wife, by deed dated July 30, 1990 and recorded August 1, 1990 at Deed Book Volume 1356, page 13, granted and conveyed to Nathaniel Dennis and Patricia Ann Dennis, husband and wife, the Grantors herein.



Under  
PA



August 02, 2000

Timothy R Dennis  
Mary S Dennis  
Rr1 Boardman Rd Box 68  
New Millport, PA 16861

Homeowners Name: Timothy R Dennis  
Mary S Dennis  
Property Address: Rr1 Boardman Rd Bo, New Millport PA 16861  
Loan Account No.: 249611,5  
Original Lender: OPTION ONE MORTGAGE  
Current Lender/Servicer: Option One Mortgage Corporation

HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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.

OP171

EXHIBIT A





Re: Loan No. 249611-5

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

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

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

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

OP171





Re: Loan No. 249611-5

\*\*\*\*\*  
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:

Rrl Boardman Rd Bo, New Millport PA 16861

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) Monthly payments: 1 MONTHS @ \$ 398.39  
2 MONTHS @ \$ 398.39

\$ 1195.17

(b) Previous late charges;

\$ 47.80

(c) Other charges; Escrow, Inspection,  
NSF checks

\$

(d) Other provisions of the mortgage obligation,  
if any

\$

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED  
AS OF THIS DATE

\$ 1242.97

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not  
applicable):

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30)  
days of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE  
TO THE LENDER WHICH IS \$1242.97, PLUS ANY MORTGAGE PAYMENTS  
AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.  
Payments must be made either by cash, cashier's check, certified  
check or money order made payable and send to:

Option One Mortgage Corporation  
3 Ada  
Irvine, Ca. 92618

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

OP172





Re: Loan No. 249611-5

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt.

This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately (7) SEVEN 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.

OP173





Re: Loan No. 249611-5

HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 3 Ada  
Address: Irvine, CA. 92618  
Phone Number: 800-326-1500, Ext. 8004  
Fax Number: 949-790-8182  
Contact Person: SHANAE' WATSON EXT.5761

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

ASSUMPTION OF MORTGAGE - You \_\_\_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT TO:

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURED THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

OP174



7099 3220 0006 2179 0638

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

Article Sent To:

2496115-mary

Postage	\$
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)

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

City, State, ZIP+4

PS Form 3800, July 1999

See Reverse for Instructions

7099 3220 0006 2179 0621

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

Article Sent To:

2496115-MR

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

Dennis

Postmark  
Here

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

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

City, State, ZIP+4

PS Form 3800, July 1999

See Reverse for Instructions

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

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



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

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10643

WELLS FARGO BANK MINNESOTA

01-144-CD

VS.

DENNIS, TIMOTHY R. & MARY S.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW FEBRUARY 6, 2001 AT 3:00 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIMOTHY R. DENNIS, DEFENDANT AT THE CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PENNSYLVANIA BY HANDING TO TIMOTHY R. DENNIS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

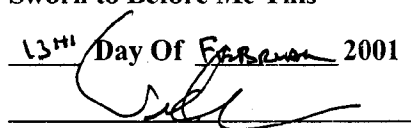
NOW FEBRUARY 7, 2001 AT 9:45 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY S. DENNIS, DEFENDANT AT RESIDENCE, RR#1, BOARDMAN ROAD, BOX 68, NEW MILLPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY S. DENNIS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

**Return Costs**

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

Sworn to Before Me This

13<sup>th</sup> Day Of February 2001

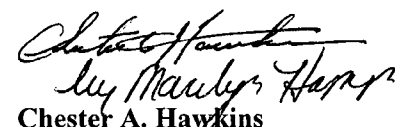
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

  
**FILED**

FEB 13 2001

William A. Shaw  
Prothonotary

So Answers,

  
Chester A. Hawkins  
Sheriff



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

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank Minnesota,  
National Association, fka  
Norwest Bank Minnesota,  
National Association, as  
Trustee for Registered Holders  
of Option One Mortgage Loan  
Trust 2000-A, Asset-Backed  
Certificates, Series 2000-A,  
without recourse  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-144-CD

93 v.  
Timothy R. Dennis  
63 Mary S. Dennis  
RR 1 Boardman Road Box 68  
New Millport, PA 16861  
Defendant(s)

**PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE**

TO THE PROTHONOTARY:

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



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

DATED: February 12, 2001

**FILED**

FEB 22 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Wells Fargo Bank  
Norwest Bank Minnesota, N.A.

Vs.  
Timothy R. Dennis  
Mary S. Dennis

No. 2001-00144-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 22, 2001 marked:

Discontinued without prejudice.

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of February A.D. 2001.



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William A. Shaw, Prothonotary