

01-177-CD
BANKERS TRUST COMPANY OF CALIFORNIA, N.A. -vs- DARL C. FERGUSON,
JR. etux

FILED

FFR 06 2001

THOMAS I. PULEO

IDENTIFICATION NO. 27615

620 SENTRY PARKWAY, SUITE 100

BLUE BELL, PENNSYLVANIA 19422

(610) 941-6050

ATTORNEY FOR

PLAINTIFF

William A. Shaw
Prothonotary

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., as Custodian or Trustee
Three Park Plaza, 16th Floor
Irvine, CA 92714

v.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife
524 Chestnut Street
DuBois, PA 15801

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
DIVISION

TERM.

No. 01-177-00

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

"NOTICE

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

David S. Meholik
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

"AVISO

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, 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 TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

David S. Meholik (814) 765-2641
Court Administrator
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IDENTIFICATION NO. 27615

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BANKERS TRUST COMPANY OF
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TERM.

No.

CIVIL ACTION - MORTGAGE FORECLOSURE
COMPLAINT

1. Plaintiff, BANKERS TRUST COMPANY OF CALIFORNIA, N.A., as Custodian or Trustee, is a corporation organized and existing under the laws of the State of California, with offices at Three Park Plaza, 16th Floor, Irvine, California.

2. Defendants, DARL C. FERGUSON, JR. and BONNIE L. FERGUSON, his wife, are the real owners and mortgagors of premises 524 Chestnut Street, City of DuBois, Clearfield County, Pennsylvania, whose last known address is the same as aforesaid.

3. On the 17th day of August, 1998, the above named mortgagors made, executed and delivered a mortgage upon premises hereinafter described to Corewest Banc, d/b/a Corewest Mortgage Company, which mortgage is recorded in the Office of the Recorder of Deeds for Clearfield County as Instrument No. 200100560.

4. The premises subject to the said mortgage is described in Exhibit "A" attached hereto and made a part hereof.

5. The mortgage secures defendants' certain Note dated the same as the mortgage in the amount of \$20,000.00 payable in monthly installments with interest at the rate of 10.99% per annum. A copy of the said Note is attached hereto, made a part hereof and marked Exhibit "B".

6. The said mortgage was last assigned to BANKERS TRUST COMPANY OF CALIFORNIA, N.A., as Custodian or Trustee, the plaintiff herein, by written assignment which is being recorded forthwith in the Office of the Recorder of Deeds for Clearfield County.

7. The mortgage is in default because the defendants have failed to make the payment of the monthly installment of principal and interest in accordance with the terms of the mortgage for the month of September 2000, and each month thereafter, up to and including the present time.

8. The following amounts are due on the mortgage:

Principal	\$18,644.34
Interest at 10.99% per annum from 8/1/00 thru 12/31/00 (\$5.69 per diem)	870.57
Late charges accrued thru 12/31/00 (\$11.36/month)	45.44
Attorney's fee (5%)	932.22
Title information certificate	250.00
Total	<u>\$20,742.57</u>

9. On November 2, 2000, plaintiff sent to defendants by certified mail Notice of Intention to Foreclose Mortgage in accordance with the provisions of Section 403 of Pennsylvania Act No. 6 of 1974, a true and correct copy of which is attached hereto, made a part hereof and marked Exhibit "C".

10. On November 2, 2000, plaintiff sent to defendants by first class mail Notice of Homeowners' Emergency Mortgage Assistance Program in accordance with Pennsylvania Act 91 of 1983, a true and correct copy of which is attached hereto, made a part hereof and marked Exhibit "D". Defendants have not had the required face-to-face meeting with the mortgagee within the required time and plaintiff has received no notice that defendants have had a face-to-face meeting with a consumer credit counseling agency, nor has plaintiff received notice that defendants have filed an application with the Homeowners' Emergency Mortgage Assistance Program.

WHEREFORE, plaintiff demands judgment in the sum of \$20,742.57 plus interest, late charges, escrow amounts and costs to the date of judgment and foreclosure of the said mortgage.

A handwritten signature in cursive script, appearing to read "Thomas I. Puleo", written over a horizontal line.

THOMAS I. PULEO
Attorney for Plaintiff

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

BOUNDED on the North by Chesnut Avenue; on the East by Lot No. 287; on the South by an alley; and on the West by Lot No. 285. Said lot being 50 feet wide on the South side of Chesnut Avenue by 150 feet deep to an alley, and 50 feet wide on said alley. Known and described as Lot No. 286 as per A. R. Van Tassel's Addition to DuBois.

(Identified as Clearfield County Assessment Map #013-000-03777.

1621

NOTE

August 17, 1998
(Date)TAMPA
(City)
524 CHESTNUT AVENUE
DUBOIS, PA 15801
(Property Address)FLORIDA
(State)CERTIFIED TO BE A TRUE
AND CORRECT COPY
*YJB***1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 20,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COREWEST BANC DBA COREWEST MORTGAGE COMPANY

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.990 %.

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 15th day of each month beginning on October 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 September 01, 2013, 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 5405 GARDEN GROVE BOULEVARD, SUITE 300 WESTMINSTER, CA 92683 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. \$ 227.19

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 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

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

 -5R (9105).04

Form 3200 12/83
Amended 5/91

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

Initials: *B.L.F.*
D.C.F.

DDS-CN3



I HEREBY CERTIFY THAT THIS
IS A TRUE AND EXACT COPY
OF THE ORIGINAL.

EXHIBIT "B"

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

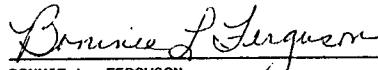
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



DARL C. FERGUSON JR.
SSN:190-32-0367

(Seal)

-Borrower



BONNIE L. FERGUSON
SSN:189-42-4877

(Seal)

-Borrower

(Seal)

-Borrower

SSN:

SSN:

[Sign Original Only]

I HEREBY CERTIFY THAT THIS
IS A TRUE AND EXACT COPY
OF THE ORIGINAL.





Advanta
Mortgage
P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127

DATE: November 2, 2000

DARL C. FERGUSON
524 CHESTNUT AVE
DU BOIS PA 158012302

RE: Loan number 11788197

NOTICE OF INTENT TO FORECLOSE ON MORTGAGE

YOU ARE IN DEFAULT OF YOUR OBLIGATION TO YOUR LENDER, the present holder of the Loan and Mortgage referenced by the above identified loan number. ADVANTA Mortgage Corp. USA is the servicing agent for the holder authorized to act on its behalf.

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO PAY installments of \$227.19 each, commencing September 01, 2000 and subsequent installments thereafter. Late charges have also accrued to this date. Late charges are assessed if the monthly payment is not received within the grace period set forth in your Loan. Your monthly late charge is \$11.36.

Other charges may have also accrued which are due in order to cure your loan. AS OF THE DATE OF THIS LETTER, THE TOTAL AMOUNT NECESSARY TO CURE THE DEFAULT IS AS FOLLOWS:

Payments of \$227.19 each commencing September 01, 2000 through November 01, 2000:

	\$	681.57
Current Late Charges	\$	22.72
Deferred Late Charges	\$	.00
Current Return Check Fees	\$	.00
Deferred Return Check Fees	\$	.00
Advances by Servicer	\$	.00
Advances by Investor	\$	.00
LESS: Partial Payments/Forbearance	\$	.00
Misc. Unapplied Funds	\$	.00
TOTAL AMOUNT TO CURE DEFAULT:	\$	704.29

YOU MAY CURE THIS DEFAULT within 30 days of the date of this letter by paying to us the amount of \$704.29 plus additional installment payments that come due and any late charges and other charges or fees which have accrued or have been paid on your behalf during that time. Such payment must be made in the form of cash, certified or bank check, or money order, payable to ADVANTA Mortgage Corp. USA and delivered to the following address:

ADVANTA Mortgage Corp. USA
Collection Dept. #350
10790 Rancho Bernardo Rd.
San Diego CA 92127

If you do not cure the default within 30 days, we intend to exercise our right to accelerate the mortgage. This means that whatever is owing on the original amount borrowed will be considered due immediately and you will lose the chance to pay off the original mortgage in monthly installments. If you do not cure the default within 30 days, we intend to instruct our attorneys to start a lawsuit to foreclose on the mortgaged premises. If the mortgage is foreclosed upon, your mortgaged property will be sold by the County Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they

EXHIBIT "C"



Advanta
Mortgage
P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127

NOTICE OF INTENT TO FORECLOSE ON MORTGAGE

DARL C. FERGUSON

Page Two

begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50. However, if legal proceedings are started against you, you will have to pay the actual incurred reasonable attorney's fees, even if the fees are more than \$50.

All attorney's fees will be added to whatever amount you owe us, which may also include our reasonable costs. IF YOU CURE THE DEFAULT WITHIN THE THIRTY-DAY PERIOD YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. However, if you have filed a bankruptcy and this mortgage debt was discharged, we cannot sue you personally. If you have not cured the default within the 30 day period and foreclosure proceedings have begun, you will have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid amount due plus any interest and late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage).

It is estimated that the earliest date that such a Sheriff's Sale of your Premises could be held would be approximately 90 days from the date foreclosure proceedings begin. This is just an estimated date.

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 will be by calling us at (800) 548-7916, between the hours of 5:00 a.m. and 8:00 p.m. Monday through Friday, 6:00 a.m. and 3:00 p.m. Saturday and 6:00 a.m. to 12:00 p.m. Sunday, Pacific Standard Time.

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS DEBT. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. YOU HAVE THE RIGHT TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PREMISES SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WOULD CURE THE DEFAULT AND ASSUME THE MORTGAGE DEBT PROVIDED THAT ALL OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE TIME OF SALE. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to cure a default more than three times in any calendar year.

Collection Department #350
ADVANTA Mortgage Corp. USA

WP12/ACT6BMF File Copy



Advanta
Mortgage
P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127

DATE: November 2, 2000

BONNIE L. FERGUSON
524 CHESTNUT AVE
DU BOIS PA 158012302

RE: Loan number 11788197

NOTICE OF INTENT TO FORECLOSE ON MORTGAGE

YOU ARE IN DEFAULT OF YOUR OBLIGATION TO YOUR LENDER, the present holder of the Loan and Mortgage referenced by the above identified loan number. ADVANTA Mortgage Corp. USA is the servicing agent for the holder authorized to act on its behalf.

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO PAY installments of \$227.19 each, commencing September 01, 2000 and subsequent installments thereafter. Late charges have also accrued to this date. Late charges are assessed if the monthly payment is not received within the grace period set forth in your Loan. Your monthly late charge is \$11.36.

Other charges may have also accrued which are due in order to cure your loan. AS OF THE DATE OF THIS LETTER, THE TOTAL AMOUNT NECESSARY TO CURE THE DEFAULT IS AS FOLLOWS:

Payments of \$227.19 each commencing September 01, 2000
through November 01, 2000:

	\$	681.57
Current Late Charges	\$	22.72
Deferred Late Charges	\$	.00
Current Return Check Fees	\$	.00
Deferred Return Check Fees	\$	.00
Advances by Servicer	\$	.00
Advances by Investor	\$	.00
LESS: Partial Payments/Forbearance	\$	.00
Misc. Unapplied Funds	\$	.00
TOTAL AMOUNT TO CURE DEFAULT:	\$	704.29

YOU MAY CURE THIS DEFAULT within 30 days of the date of this letter by paying to us the amount of \$704.29 plus additional installment payments that come due and any late charges and other charges or fees which have accrued or have been paid on your behalf during that time. Such payment must be made in the form of cash, certified or bank check, or money order, payable to ADVANTA Mortgage Corp. USA and delivered to the following address:

ADVANTA Mortgage Corp. USA
Collection Dept. #350
10790 Rancho Bernardo Rd.
San Diego CA 92127

If you do not cure the default within 30 days, we intend to exercise our right to accelerate the mortgage. This means that whatever is owing on the original amount borrowed will be considered due immediately and you will lose the chance to pay off the original mortgage in monthly installments. If you do not cure the default within 30 days, we intend to instruct our attorneys to start a lawsuit to foreclose on the mortgaged premises. If the mortgage is foreclosed upon, your mortgaged property will be sold by the County Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, actually incurred, up



Advanta
Mortgage
P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127

NOTICE OF INTENT TO FORECLOSE ON MORTGAGE
BONNIE L. FERGUSON
Page Two

to \$50. However, if legal proceedings are started against you, you will have to pay the actual incurred reasonable attorney's fees, even if the fees are more than \$50.

All attorney's fees will be added to whatever amount you owe us, which may also include our reasonable costs. IF YOU CURE THE DEFAULT WITHIN THE THIRTY-DAY PERIOD YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. However, if you have filed a bankruptcy and this mortgage debt was discharged, we cannot sue you personally. If you have not cured the default within the 30 day period and foreclosure proceedings have begun, you will have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid amount due plus any interest and late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage).

It is estimated that the earliest date that such a Sheriff's Sale of your Premises could be held would be approximately 90 days from the date foreclosure proceedings begin. This is just an estimated date.

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 will be by calling us at (800) 548-7916, between the hours of 5:00 a.m. and 8:00 p.m. Monday through Friday, 6:00 a.m. and 3:00 p.m. Saturday and 6:00 a.m. and 12:00 p.m. Sunday, Pacific Standard Time.

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS DEBT. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. YOU HAVE THE RIGHT TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PREMISES SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WOULD CURE THE DEFAULT AND ASSUME THE MORTGAGE DEBT PROVIDED THAT ALL OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE TIME OF SALE. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to cure a default more than three times in any calendar year.

Collection Department #350
ADVANTA Mortgage Corp. USA



Advanta
Mortgage
P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127

DATE: November 2, 2000

BONNIE L. FERGUSON
524 CHESTNUT AVENUE
DUBOIS PA 15801

RE: Loan number 11788197

IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983
PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR
FINANCIAL ASSISTANCE TOWARD YOUR MORTGAGE PAYMENTS.

Your mortgage is in default because you have failed to pay promptly installments due for a period of at least 60 days.

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO PAY installments of \$227.19 each due 9/01/00 and monthly thereafter as well as other charges. AS OF THE DATE OF THIS LETTER YOU ARE IN DEFAULT AS FOLLOWS:

Payments of \$227.19 each for September 01, 2000
through November 01, 2000:

	\$	881.57
Current Late Charges	\$	22.72
Deferred Late Charges	\$	.00
Current Return Check Fees	\$	.00
Deferred Return Check Fees	\$	.00
Advances by Servicer	\$	.00
Advances by Investor	\$	.00
LESS: Partial Payments/Forbearance	\$	.00
Misc. Unapplied Funds	\$	.00
TOTAL DEFAULT:	\$	704.29

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this Notice, it contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for 30 days from the date of this Notice. During that time you have the right to arrange a "face-to-face" meeting with a representative of ADVANTA Mortgage Corp. USA, or with a designated consumer credit counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. That meeting must occur in the next 30 days.

If you attend a face-to-face meeting with ADVANTA Mortgage Corp. USA, or with a consumer credit counseling agency identified in this Notice, no further proceeding in mortgage foreclosure may take place for 30 days after the date of that meeting. You can contact a representative of ADVANTA Mortgage Corp. USA by telephoning our toll free number (800) 548-7916 between the hours of 5:00 a.m. and 8:00 p.m. Monday, 6:00 a.m. and 3:00 p.m. Saturday and 6:00 a.m. and 12:00 p.m. Sunday, Pacific Standard Time.

The name(s), address(es) and telephone number(s) of (a) designated consumer credit counseling agency(ies) is (are) attached.

EXHIBIT "D"



Advanta
Mortgage
P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127

NOTICE OF HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE ACT
BONNIE L. FERGUSON
PAGE TWO

It is only necessary to schedule one face-to-face meeting. You should advise ADVANTA Mortgage Corp. USA immediately of your intentions.

If you have tried and are unable to resolve this problem at/or after your face-to-face meeting, you have the right to apply for financial assistance from Homeowners' Emergency Assistance Application with the Pennsylvania Housing Finance Agency. The consumer credit counseling agency will assist you in filling out your application. It must be filed or postmarked within 30 days of your face-to-face meeting.

You must either mail your application to the Pennsylvania Housing Finance Agency or you must file it at the office of one of the attached designated consumer credit counseling agencies listed on the attachment to this Notice.

The Pennsylvania Housing Finance Agency is located at: 2101 North Front Street, P.O. Box 8029, Harrisburg, Pennsylvania 17105. Telephone Number (717) 780-3800 or 1-800-342-2397 (toll free number).

An application for assistance may be obtained from a consumer credit counseling agency or directly from the Pennsylvania Housing Finance Agency.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The counseling agency will help you to fill out the application. The Pennsylvania Housing Finance Agency has 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 that Agency of its decision on your application.

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

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

Collection Department #350
ADVANTA Mortgage Corp. USA

Attachment: Consumer Credit Counseling Agencies

WP12/ACT91CP

File Copy



Advanta
Mortgage

P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127


CONSUMER CREDIT COUNSELING AGENCIES

Clearfield County

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

Indiana County Community Action Program
827 Water Street, Box 187
Indiana,, PA 15701
(412) 465-2657
FAX # (412) 465-5118

Consumer Credit Counseling Service of
Western Pennsylvania, Inc.
500-02 3rd Avenue
Post Office Box 278
Duncansville, PA
(814) 696-3546

RETURN RECEIPT SERVICE	POSTAGE	0.35	POSTMARK OR DATE 
	RESTRICTED DELIVERY	1.00	
	CERTIFIED FEE + RETURN RE. EPT	2.00	
	TOTAL POSTAGE AND FEES	3.35	
SENT TO: NO INSURANCE COVERAGE PROVIDED - NOT FOR INTERNATIONAL MAIL (SEE OTHER SIDE)			
BONNIE L. FERGUSON 524 CHESTNUT AVENUE JOHNSTOWN PA 15901			

PS FORM 3800

US Postal Service

Receipt for
Certified Mail

PLACE STICKER AT TOP OF ENVELOPE TO
THE RIGHT OF RETURN ADDRESS.

IMPORTANT!

11/17/00 11765197 ACT51CP DEPT: 340



Advanta
Mortgage
P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127

DATE: November 2, 2000

BONNIE L. FERGUSON
524 CHESTNUT AVE
DU BOIS PA 158012302

RE: Loan number 11788197

IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983
PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR
FINANCIAL ASSISTANCE TOWARD YOUR MORTGAGE PAYMENTS.

Your mortgage is in default because you have failed to pay promptly installments due for a period of at least 60 days.

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO PAY installments of \$227.19 each due 9/01/00 and monthly thereafter as well as other charges. AS OF THE DATE OF THIS LETTER YOU ARE IN DEFAULT AS FOLLOWS:

Payments of \$227.19 each for September 01, 2000
through November 01, 2000:

	\$	681.57
	\$	22.72
Current Late Charges	\$	.00
Deferred Late Charges	\$	.00
Current Return Check Fees	\$	.00
Deferred Return Check Fees	\$	.00
Advances by Servicer	\$	.00
Advances by Investor	\$	.00
LESS: Partial Payments/Forbearance	\$	.00
Misc. Unapplied Funds	\$	.00

TOTAL DEFAULT:

\$ 704.29

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. Please read all of this Notice, it contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for 30 days from the date of this Notice. During that time you have the right to arrange a "face-to-face" meeting with a representative of ADVANTA Mortgage Corp. USA, or with a designated consumer credit counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. That meeting must occur in the next 30 days.

If you attend a face-to-face meeting with ADVANTA Mortgage Corp. USA, or with a consumer credit counseling agency identified in this Notice, no further proceeding in mortgage foreclosure may take place for 30 days after the date of that meeting. You can contact a representative of ADVANTA Mortgage Corp. USA by telephoning our toll free number (800) 548-7916 between the hours of 5:00 a.m. and 8:00 p.m. Monday, 6:00 a.m. and 3:00 p.m. Saturday and 6:00 a.m. and 12:00 p.m. Sunday, Pacific Standard Time.

The name(s), address(es) and telephone number(s) of (a) designated consumer credit counseling agency(ies) is (are) attached.



**Advanta
Mortgage**
P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
San Diego, CA 92127

NOTICE OF HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE ACT
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Attachment: Consumer Credit Counseling Agencies

WP12/ACT91CM

File Copy



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Mortgage**

P.O. Box 509011
San Diego, CA 92150-9011
10790 Rancho Bernardo Road
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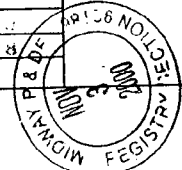
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Post Office Box 278
Duncansville, PA
(814) 696-3546

RETURN RECEIPT SERVICE	POSTAGE	0.23	POSTMARK OR DATE 
	RESTRICTED DELIVERY	0.00	
	CERTIFIED FEE + RETURN RECEIPT	1.40	
	TOTAL POSTAGE AND FEES	1.63	
NO INSURANCE COVERAGE PROVIDED - NOT FOR INTERNATIONAL MAIL (SEE OTHER SIDE)			
SENT TO: GORDIE L. FERCOUSON 324 CHRISTOPHER AVE MIDDLETOWN PA 15301-2302			

P 971 781 696

PS FORM 3800 US Postal Service

**Receipt for
Certified Mail**

IMPORTANT: PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS.

11/02/01 11:02:17 AM 11/02/01 01:01:00

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or
Trustee

COURT OF COMMON PLEAS

NO. 01-177-CD

vs.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Real Property situated at:

524 Chestnut Street, DuBois, Clearfield County

Tax Parcel Identification Number: 7.2-013-000-3777

As more fully described in Exhibit "A"
attached hereto and made a part hereof.

AMOUNT DUE

\$21,203.40

INTEREST FROM
March 16, 2001

\$ _____

(Costs to be added)

\$ 120.00

Prothonotary

RECEIVED MAR 22 2001

@ 9:15 AM

Chester A. Hankins
by Margaret H. Pitt

By



Clerk

Date

3-21-01

COURT OF COMMON PLEAS

01-177-CD

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or Trustee

v.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

REAL DEBT	\$21,203.40
INTEREST FROM March 16, 2001	\$ _____
COSTS PAID:	
PROTHY	\$ _____
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____

PREMISES:

524 Chestnut Street
DuBois, Clearfield County, PA

Thomas I. Puleo, Esquire
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-3600

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

BOUNDED on the North by Chesnut Avenue; on the East by Lot No. 287; on the South by an alley; and on the West by Lot No. 285. Said lot being 50 feet wide on the South side of Chesnut Avenue by 150 feet deep to an alley, and 50 feet wide on said alley. Known and described as Lot No. 286 as per A. R. Var. Tassel's Addition to DuBois.

(Identified as Clearfield County Assessment Map #013-000-03777.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10863

BANKERS TRUST COMPANY OF CALIFORNIA

01-177-CD

VS.

FERGUSON, DARL C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, APRIL 20, 2001, AT 11:48 AM O'CLOCK A LEVY WAS TAKEN ON THE
PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

A SALE IS SET FOR FRIDAY, JUNE 1, 2001, AT 10:00 AM O'CLOCK.

**NOW, APRIL 26, 2001, AT 11:48 AM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON BONNIE FERGUSON, WIFE OF DARL
C. FERGUSON, DEFENDANT, AT HER PLACE OF RESIDENCE, 524 CHESTNUT
STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING
TO BONNIE FERFUSON, WIFE OF DARL C. FERGUSON, DEFENDANT, A TRUE
AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF
SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, APRIL 26, 2001, AT 11:48, AM O'CLOCK SERVED WRIT OF EXECUTION,
NOTICE OF SALE AND COPY OF LEVY ON BONNIE FERGUSON, DEFENDAN,
AT HER PLACE OF RESIDENCE, 524 CHESTNUT STREET, DUBOIS, CLEARFIELD
COUNTY, PENNSYLVANIA, 15801, BY HANDING TO BONNIE FERGUSON, DEFENDANT,
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE
OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS
THEREOF.**

**NOW, MAY 31, 2001, RECEIVED PHONE CALL THAT DEFENDANTS HAVE FILED
FOR BANKRUPTCY, SALE IS TO BE CONTINUED TO FRIDAY, AUGUST 24, 2001,
LETTER TO FOLLOW.**

**NOW, MAY 31, 2001, RECEIVED FAX THAT DEFENDANTS HAVE FILED FOR
BANKRUPTCY.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10863

BANKERS TRUST COMPANY OF CALIFORNIA

01-177-CD

VS.

FERGUSON, DARL C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JUNE 1, 2001, IT WAS ANNOUNCED BY SHERIFF HAWKINS THAT SALE
WILL BE HELD ON FRIDAY, AUGUST 24, 2001, AT 10:00 AM.

NOW, AUGUST 23, 2001, RECEIVED FAX TO STAY SALE AND RETURN WRIT.

NOW, JANUARY 21, 2002, SENT A BILL TO THE ATTORNEY FOR COSTS DUE.

NOW, AUGUST 23, 2001, RECEIVED A FAX FROM THOMAS PULEO, ATTORNEY
FOR THE PLAINTIFF, THAT SALE IS TO BE STAYED AS DEFENDANTS HAVE
FILED FOR CHAPTER 13 BANKRUPTCY.

NOW, JANUARY 21, 2002, SENT A BILL TO ATTORNEY PULEO FOR COSTS DUE.

NOW, FEBRUARY 1, 2002, RECEIVED ATTORNEY CHECK #1454 IN THE AMOUNT
OF FORTY-ONE DOLLARS AND FORTY-ONE CENTS, DUE FOR COSTS.

NOW, FEBRUARY 4, 2002, RETURN WRIT AS NO SALE HELD, DEFENDANTS
FILED BANKRUPTCY. PAID COSTS FROM ADVANCE WITH ATTORNEY PAYING
REMAINING COSTS.

SHERIFF COSTS \$192.72

SURCHARGE \$ 40.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10863

BANKERS TRUST COMPANY OF CALIFORNIA

01-177-CD

VS.

FERGUSON, DARL C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

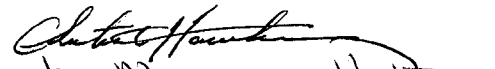
Sworn to Before Me This

So Answers,

4 Day Of FEB 2002



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


by Margaret H. Pratt
Chester A. Hawkins
Sheriff

FILED

FEB 04 2002
0/4:00/16
William A. Shaw
Prothonotary

STANLEY A. KIRSHENBAUM

ATTORNEY AT LAW

1602 LAW & FINANCE BUILDING
429 FOURTH AVENUE
PITTSBURGH, PENNSYLVANIA 15219

(412) 261-5107

FAX (412) 288-0217

FACSIMILE TRANSMISSION

TO: Clearfield County SheriffFAX NUMBER (814) 765-5915FROM: Stanley A. KirshenbaumRE: Darl & Bonnie FergusonDATE: May 31, 2001NO. OF PAGES TO FOLLOW 2

COPIES TO: _____

PLEASE CALL OUR OFFICE IMMEDIATELY IF THERE IS A PROBLEM IN TRANSMISSION.

CONFIDENTIALLY NOTICE: The document(s) accompanying this telecopy transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named below. If you are not the intended recipient, you are hereby notified that any disclosure, coping, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone to arrange for return of the original documents to us.

COPY

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

Darl C. Ferguson, Jr.

Bankruptcy No:

01 - 25800 BM

Bonnie L. Ferguson

Debtor(s).

CERTIFICATE OF COMMENCEMENT OF CASE

I certify that on 05/31/2001, the above named debtor filed a petition requesting relief under chapter 13 of the Bankruptcy Code (title 11 of the United States Code), and that as of the date below the case has not been dismissed.

Theodore S. Hopkins

Clerk of the Bankruptcy Court

05/31/2001

Date

By: **Adriane Alampi**

Deputy Clerk

COPY

In The United States Bankruptcy Court For The Western District of Pennsylvania I, the undersigned Deputy Clerk, U.S. Bankruptcy Court in and for said District, DO HEREBY CERTIFY that this copy has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in the office.

IN WITNESS WHEREOF, I have hereunto set my hand at Pittsburgh in said District, this 31st day of May, 2001
Adriane Alampi
Deputy Clerk, U.S. Bankruptcy Court

United States Bankruptcy Court Western District of Pennsylvania		Voluntary Petition																
Name of Debtor (if individual, enter Last, First, Middle): Ferguson, Jr., Darl C.		Name of Joint Debtor (Spouse)(Last, First, Middle): Ferguson, Bonnie L.																
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):																
Soc. Sec./Tax I.D. No. (if more than one, state all): 190-32-0367		Soc. Sec./Tax I.D. No. (if more than one, state all): 189-42-4877																
Street Address of Debtor (No. & Street, City, State & Zip Code): 524 Chestnut Ave. DuBois, PA 15801		Street Address of Joint Debtor (No. & Street, City, State & Zip Code): 524 Chestnut Ave. DuBois, PA 15801																
County of Residence or of the Principal Place of Business: Clearfield		County of Residence or of the Principal Place of Business: Clearfield																
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):																
Location of Principal Assets of Business Debtor (if different from street address above):																		
Information Regarding the Debtor (Check the Applicable Boxes)																		
Venue (Check any applicable box)																		
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.																		
Type of Debtor (Check all boxes that apply)		Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)																
<input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Railroad <input type="checkbox"/> Corporation <input type="checkbox"/> Stockbroker <input type="checkbox"/> Partnership <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Other _____		<input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input checked="" type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding																
Nature of Debts (Check one box)		Filing Fee (Check one box)																
<input checked="" type="checkbox"/> Consumer/Non-Business <input type="checkbox"/> Business		<input checked="" type="checkbox"/> Full Filing Fee Attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.																
Chapter 11 Small Business (Check all boxes that apply)																		
<input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101 <input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)																		
Statistical/Administrative Information (Estimates only)		THIS SPACE IS FOR COURT USE ONLY																
<input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.																		
Estimated Number of Creditors																		
Estimated Assets																		
Estimated Debts																		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">1-15</td> <td style="width: 12.5%;">16-49</td> <td style="width: 12.5%;">50-99</td> <td style="width: 12.5%;">100-199</td> <td style="width: 12.5%;">200-999</td> <td style="width: 12.5%;">1000-over</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		1-15	16-49	50-99	100-199	200-999	1000-over	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1-15	16-49	50-99	100-199	200-999	1000-over													
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\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million											
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">\$0 to \$50,000</td> <td style="width: 12.5%;">\$50,001 to \$100,000</td> <td style="width: 12.5%;">\$100,001 to \$500,000</td> <td style="width: 12.5%;">\$500,001 to \$1 million</td> <td style="width: 12.5%;">\$1,000,001 to \$10 million</td> <td style="width: 12.5%;">\$10,000,001 to \$50 million</td> <td style="width: 12.5%;">\$50,000,001 to \$100 million</td> <td style="width: 12.5%;">More than \$100 million</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million											
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											

Law Offices
THOMAS I. PULEO
620 SENTRY PARKWAY, SUITE 100
BLUE BELL, PENNSYLVANIA 19422

(610) 941-3600
FAX (610) 941-5487

August 23, 2001

Sheriff of Clearfield County
Real Estate Deputy
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

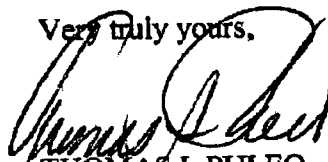
Re: Bankers Trust Company of California, N.A., as Custodian or Trustee v. Darl C.
Ferguson, Jr. and Bonnie L. Ferguson, his wife
No. 01-177-CD
Sheriff's Sale: August 24, 2001 (postponed from 6/1/01)

Dear Sir or Madam:

Kindly stay the sheriff's scheduled in the above matter as the defendants have filed a Chapter 13 bankruptcy case on May 31, 2001, and this case is still active. A copy of the bankruptcy notice is enclosed herewith. Please refund any deposit moneys on hand.

Thank you for your prompt attention to this matter.

Very truly yours,



THOMAS I. PULEO

TIP:dm
Enclosure
FAX

COPY

FORM B91 (Chapter 13 Case)(9/97)

Case Number 01-25800-bm

UNITED STATES BANKRUPTCY COURT

Western District of Pennsylvania (Pittsburgh)

Notice of Chapter 13 Bankruptcy Case Meeting of Creditors & Confirmation Hearing

The debtor(s) listed below filed a chapter 13 bankruptcy case on 5/31/01.

You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE The staff of the bankruptcy clerk's office can not give legal advice.

See Reverse Side For Important Explanations.

Debtor(s) (name(s) and address):
Darl C. Ferguson Jr.

Bonnie L. Ferguson

524 Chestnut Avenue
Du Bois, PA 15801

524 Chestnut Avenue
Du Bois, PA 15801-
USA

Case Number:
01-25800-bm

Social Security/Taxpayer ID Nos.:
190-32-0367
189-42-4877

Attorney for Debtor(s) (name and address):

Stanley A. Kirshenbaum
1602 Law & Finance Bldg.
429 Fourth Ave.
Pittsburgh, PA 15219

Telephone number: (412) 261-5107

Bankruptcy Trustee (name and address):

Ronda J. Winnecour
Suite 3250, USX Tower
600 Grant Street
Pittsburgh, PA 15219

Telephone number: (412) 471-5566

Meeting of Creditors

Date: 08/03/01

Time: 2:00 pm

Location: Holiday Inn, 250 Market Street, Johnstown, PA 15901

Deadlines

Papers must be received by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Proof of Claim:

For all creditors (except a governmental unit): 11/01/01

For a governmental unit: 11/27/01

Deadline to Object to Exemptions:

Thirty (30) days after the conclusion of the meeting of creditors.

Filing of Plan, Hearing on Confirmation of Plan

The debtor has filed a plan. The plan or a summary of the plan is enclosed. The hearing on confirmation will be held:

Date: September 7, 2001

Time: 9:30 am

Location: Courtroom B, 1st Fl. Penn Traffic Bldg., 319 Washington Street, Johnstown, PA 15901

Creditors May Not Take Certain Actions

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor, debtor's property, and certain codebtors. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

Address of the Bankruptcy Clerk's Office:

5414 USX Tower
600 Grant Street
Pittsburgh, PA 15219

Telephone number: (412) 644-2700

Clerk of the Bankruptcy Court:

Theodore S. Hopkins

Hours Open:

9:00am 4:30pm Mon-Fri

Date:

07/10/01

COPY

THOMAS I. PULEO, ESQUIRE
SPECIAL ACCOUNT II
620 SENTRY PARKWAY, SUITE 100
BLUE BELL, PA 19422

PNC BANK, N.A.
PHILADELPHIA, PA
3-5/310

1454

1/29/2002

Pay to the
Order of

SHERIFF OF CLEARFIELD COUNTY

\$ **41.41

Forty-One and 41/100*****

Dollars

SHERIFF OF CLEARFIELD COUNTY

Thomas I. Puleo

memo Chase v. Ferguson

EX 10863 001454 031000053 8400607895

COPY

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2001, I exposed the within described real estate of

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

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		9.88
LEVY		15.00
MILEAGE		9.88
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		9.88
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		9.00
COPIES		10.00
BILLING		
TOTAL SHERIFF COSTS	\$	142.72

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT		8.00
TRANSFER TAX 2%		
TOTAL DEED COSTS	\$	23.50

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$	21,203.40
INTEREST FROM MARCH 16, 2001		

TO BE ADDED

TOTAL DEBT & INTEREST	\$	21,203.40
----------------------------------	-----------	------------------

COSTS:

ATTORNEY FEES	\$	—
PROTH. SATISFACTION		—
ADVERTISING		397.44
LATE CHARGES & FEES		—
TAXES-Collector		—
TAXES-Tax Claim		—
COSTS OF SUIT-To Be Added		—
LIST OF LIENS		—
MORTGAGE SEARCH		275.00
ACKNOWLEDGEMENT		—
DEED COSTS		—
ATTORNEY COMMISSION		192.72
SHERIFF COSTS		56.25
LEGAL JOURNAL AD		—
REFUND OF ADVANCE		—
REFUND OF SURCHARGE		—
PROTHONOTARY		120.00

TOTAL COSTS	\$	1,041.41
--------------------	-----------	-----------------

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

Chester A. Hawkins, Sheriff

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or
Trustee,
Plaintiff,

COURT OF COMMON PLEAS

NO. 01-177-CD

v.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife,
Defendant(s).

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

AMOUNT DUE	\$21,203.40
INTEREST FROM March 16, 2001	\$ _____
COSTS TO BE ADDED	\$ <u>406.60</u>

April 3, 2002

FILED

APR 09 2002

William A. Shaw
Prothonotary


THOMAS I. PULEO, ESQUIRE

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA

N
#31
1/1 on

In re: : Case No. 01-25800 BM
: Chapter 13
DARL C FERGUSON JR :
:
BONNIE L FERGUSON :
:
S.S.# : 190-32-0367 :
S.S.# : 189-42-4877 : Motion No. 02 - 0261 M

ORDER OF COURT

NOW, this 6th day of March, 2002, it is hereby ORDERED as follows:

Bm This case is dismissed with prejudice. The Debtor(s) is/are ineligible for bankruptcy relief under any chapter for a period of 180 days from the date of this order.

_____ This case is dismissed without prejudice.

If either of the above provisions is checked, indicating that this case is being dismissed, then it is further ordered as follows:

A. Each wage attachment issued in this case is now terminated. So that each employer knows to stop the wage attachment, the Debtor shall serve a copy of this order on each employer immediately.

B. This case is administratively closed. However, the Court retains jurisdiction over the Trustee's final report and account and the Trustee's certification of distributed funds. Following submission of a final accounting and certification of funds, the Trustee is deemed discharged from her duties in this case, and this case shall be deemed closed without further order of Court.

C. The Clerk shall give notice to all creditors of this dismissal.

D. Any motion to reopen must be accompanied by the appropriate reopening fee, equal to the filing fee for the appropriate chapter (less administrative fee), together with the unpaid \$_____ portion of the original filing fee.

E. The debtor remains legally liable for all debts as if the bankruptcy petition had not been filed. This bankruptcy case no longer prevents collection efforts or lawsuits. Creditor collection remedies are reinstated pursuant to 11 U.S.C. Section 349, and creditors are directed to 11 U.S.C. Section 108(c) for time limits on filing a lawsuit to collect. Generally, a creditor's lawsuit must be filed by the later of:

- (1) the time deadline provided by state law; or
- (2) 30 days after the date of this notice.


_____ This case is not dismissed. The plan term is extended to a total of _____ months; the monthly plan payment amount is changed to \$_____ effective _____.

_____ This case is not dismissed at this time. However, in the event of any future plan default by the debtor(s), then on the Trustee's certificate of default, this case shall be dismissed _____ with/_____ without prejudice, without further notice or hearing.

BY THE COURT:

FILED

MAR 6 2002



U.S. BANKRUPTCY JUDGE

01

FILED

APR 09 2002
013571 City Rules pd 4 20.00
William A. Shaw
Prothonotary
E. Le werts Sherd

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

COPY

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or
Trustee

COURT OF COMMON PLEAS

NO. 01-177-CD

vs.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Real Property situated at:

524 Chestnut Street, DuBois, Clearfield County

Tax Parcel Identification Number: 7 2-013-000-3777

As more fully described in Exhibit "A"
attached hereto and made a part hereof.

AMOUNT DUE

\$21,203.40

INTEREST FROM
March 16, 2001

\$ _____

(Costs to be added)

\$ 406.60

Prothonotary

By



Clerk

Date

4-9-02

COURT OF COMMON PLEAS

01-177-CD

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or Trustee

v.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

REAL DEBT \$21,203.40

INTEREST FROM \$
March 16, 2001

COSTS PAID:

PROTHY \$

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY \$

PREMISES:

524 Chestnut Street
DuBois, Clearfield County, PA

LAW OFFICES
PULEO & D'EMILIO, LLC
660 Sentry Parkway, Suite 210
Blue Bell, PA 19422
(610) 941-3600

2

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

BOUNDED on the North by Chesnut Avenue; on the East by Lot No. 287; on the South by an alley; and on the West by Lot No. 285. Said lot being 50 feet wide on the South side of Chesnut Avenue by 150 feet deep to an alley, and 50 feet wide on said alley. Known and described as Lot No. 286 as per A. R. Var. Tassel's Addition to DuBois.

(Identified as Clearfield County Assessment Map #013-000-03777.

LAW OFFICES OF THOMAS I. PULEO
620 Sehtry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-3600
By: Thomas I. Puleo, Esquire
Identification No. 27615

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., as Custodian or Trustee

:

: No. 01-177-CD

v.

:

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife

:

FILED

MAR 21 2001

William A. Shaw
Prothonotary

PRAECIPE FOR JUDGMENT

Enter judgment in favor of the Plaintiff and against the Defendant(s) for want of an answer and assess damages as follows:


Principal Debt	\$18,644.34
Interest from 8/1/00 through 3/16/01	1,297.32
Late charges accrued through 3/16/01	79.52
Attorney fees	932.22
Title information certificate	<u>250.00</u>
Total	\$21,203.40

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. Pa.R.C.P. 237.1


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

AND NOW March 21, 2001, Judgment is entered in favor of plaintiff and against defendants and damages assessed as per the above certification.


Prothonotary

LAW OFFICES OF THOMAS I. PULEO

620 Sentry Parkway, Suite 100

Blue Bell, PA 19422

(610) 941-3600

By: Thomas I. Puleo, Esquire

Identification No. 27615

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., as Custodian or Trustee

:

: No. 01-177-CD

v.

:

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife

:

TO: Mr. Darl C. Ferguson, Jr.
524 Chestnut Street
DuBois, PA 15801

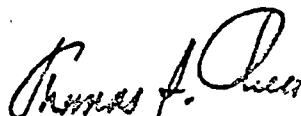
Date of Notice: March 2, 2001

NOTICE OF INTENTION TO FILE PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT UNDER Pa.R.C.P.237.1

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY AND 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:

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641



THOMAS I. PULEO
Attorney for Plaintiff

LAW OFFICES OF THOMAS I. PULEO

620 Sentry Parkway, Suite 100

Blue Bell, PA 19422

(610) 941-3600

By: Thomas I. Puleo, Esquire

Identification No. 27615

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., as Custodian or Trustee

:

: No. 01-177-CD

v.

:

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife

:

TO: Mrs. Bonnie L. Ferguson
524 Chestnut Street
DuBois, PA 15801

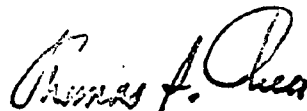
Date of Notice: March 2, 2001

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David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641



THOMAS I. PULEO
Attorney for Plaintiff

FILED

MAR 21 2001

MAR 21 2001
William A. Shaw
Prothonotary

Not to be
Statement to City, Rules

**CLEARFIELD COUNTY
OFFICE OF THE PROTHONOTARY**

COPY

TO: Darl C. Ferguson, Jr.
524 Chestnut Street
DuBois, PA 15801

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or
Trustee,
Plaintiff

v.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife,
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 01-177-CD

NOTICE

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

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

If you have any questions concerning this notice, please call Thomas I. Puleo, Esquire at (610) 941-3600.

**CLEARFIELD COUNTY
OFFICE OF THE PROTHONOTARY**

COPY

TO: Bonnie L. Ferguson
524 Chestnut Street
DuBois, PA 15801

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or
Trustee,
Plaintiff

v.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife,
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 01-177-CD

NOTICE

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

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

**If you have any questions concerning this notice, please call Thomas I. Puleo, Esquire
at (610) 941-3600.**

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

COPY

Bankers Trust Company of California
Plaintiff(s)

No.: 2001-00177-CD

Real Debt: \$21,203.40

Atty's Comm:

Vs.

Costs: \$

Int. From:

Darl C. Ferguson Jr.
Bonnie L. Ferguson
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 21, 2001

Expires: March 21, 2006

Certified from the record this 21st 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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or
Trustee,
Plaintiff,

COURT OF COMMON PLEAS

NO. 01-177-CD

v.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife,
Defendant(s).

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

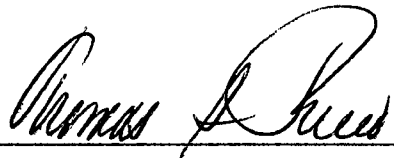
AMOUNT DUE	\$21,203.40
INTEREST FROM March 16, 2001	\$ _____
COSTS TO BE ADDED	\$ <u>120.00</u>

March 13, 2001

FILED

MAR 21 2001

William A. Shaw
Prothonotary


THOMAS I. PULEO, ESQUIRE

FILED

MAR 21 2001

William A. Shaw
Prothonotary

10:23 AM
City of Philadelphia
\$20.00
Levitts Shwartz

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

COPY

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or
Trustee

COURT OF COMMON PLEAS

NO. 01-177-CD

vs.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Real Property situated at:

524 Chestnut Street, DuBois, Clearfield County

Tax Parcel Identification Number: 7.2-013-000-3777

As more fully described in Exhibit "A"
attached hereto and made a part hereof.

AMOUNT DUE

\$21,203.40

INTEREST FROM
March 16, 2001

\$ _____

(Costs to be added)

\$ 120.00

Prothonotary

By _____
Clerk

Date _____

COURT OF COMMON PLEAS

01-177-CD

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or Trustee

v.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

REAL DEBT \$21,203.40

INTEREST FROM \$
March 16, 2001

COSTS PAID:

PROTHY \$

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY \$

PREMISES:

524 Chestnut Street
DuBois, Clearfield County, PA

Thomas I. Puleo, Esquire
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-3600

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

BOUNDED on the North by Chesnut Avenue; on the East by Lot No. 287; on the South by an alley; and on the West by Lot No. 285. Said lot being 50 feet wide on the South side of Chesnut Avenue by 150 feet deep to an alley, and 50 feet wide on said alley. Known and described as Lot No. 286 as per A. R. Van Tassel's Addition to DuBois.

(Identified as Clearfield County Assessment Map #013-000-03777.

THOMAS I. PULEO, ESQUIRE
Identification No. 27615
620 Sentry Parkway, Suite 100
Blue Bell, PA 19422
(610) 941-3600

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or
Trustee,
Plaintiff

NO. 01-177-CD

v.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife,
Defendant

AFFIDAVIT OF SERVICE

I, Thomas I. Puleo, Esquire, attorney for plaintiff, being duly sworn according to law, deposes and says that he mailed by ordinary mail a Notice of Sale pursuant to Pa.R.C.P 3129.2 upon the persons listed below on the 28th day of April, 2001 as evidenced by the U.S. Postal Service Certificate of Mailing (Form 3817), which is attached hereto as Exhibit "A":

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

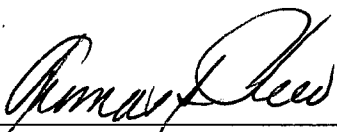
Commonwealth of PA
Department of Public Welfare
P. O. Box 2675
Harrisburg, PA 17105

Beneficial Cons. Disc. Co. dba
Beneficial Mtg. Co. of PA
90 Beaver Dr., Ste 114C
DuBois, PA 15801

FILED

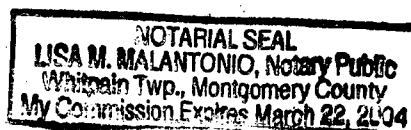
MAY 03 2001

William A. Shaw
Prothonotary


THOMAS I. PULEO, ESQUIRE
Attorney for Plaintiff

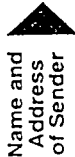
SWORN TO AND SUBSCRIBED
BEFORE ME THIS 28th DAY
OF April, 2001.


NOTARY PUBLIC



Barbara T. Trust

Ferguson



Name and Address of Sender
THOMAS I. PULEO, ESQUIRE
620 Sentry Parkway, Suite 100

BLUE BELL, PA 19422

Name of Addressee, Street, and Post Office Address

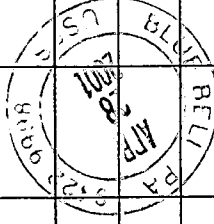
Indicate type of mail:
☐ Registered
☐ Insured
☐ COD
☐ Certified

☐ Return Receipt for Merchandise
☐ Int'l Recorded Del.
☐ Express Mail

Check appropriate block for Registered Mail:
☐ With Postal Insurance
☐ Without Postal Insurance

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
Postmark and Date of Receipt!

Line	Article Number	Name of Addressee, Street, and Post Office Address	Indicate type of mail: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified	<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail	Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without Postal Insurance	Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt!	Due Sender If COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee	Remarks
1		Commonwealth of PA Department of Public Welfare P. O. Box 2675 Harrisburg, PA 17105										
2	1											
3												
4	2	Domestic Relations Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830										
5												
6												
7	3	Beneficial Cons. Disc. Co. dba Beneficial Mtg. Co. of PA 90 Beaver Dr., Ste 114C DuBois, PA 15801										
8												
9												
10												
11												
12												
13												
14												
15												



Total Number of Pieces Received at Post Office

Postmaster, Per (Name of Receiving Employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R100, S313, and S321 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10674

BANKERS TRUST COMPANY OF CALIFORNIA

01-177-CD

VS.

FERGUSON, DARL C. JR. and BONNIE L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 9, 2001 AT 11:09 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BONNIE L. FERGUSON, DEFENDANT AT RESIDENCE, 524 CHESTNUT AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BONNIE L. FERGUSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: McCLEARY/COUDRIET

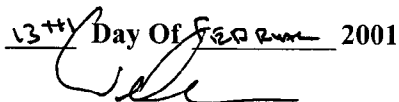
NOW FEBRUARY 9, 2001 AT 11:09 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DARL C. FERGUSON, JR., DEFENDANT AT RESIDENCE, 524 CHESTNUT AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BONNIE FERGUSON, WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: McCLEARY/COUDRIET

Return Costs

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

Sworn to Before Me This

13th 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

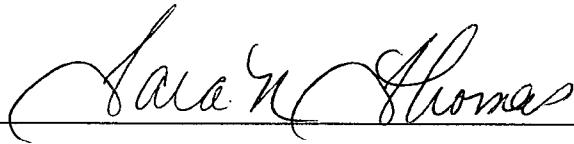
VERIFICATION

Sara N. Thomas

hereby states that s/he is

of Advanta Mortgage servicing agent for Plaintiff in this matter, that s/he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in

~~Ejectment~~
~~Mortgage Foreclosure~~ Complaint are true and correct to the best of her/his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.



DATE: 1/30/01

FILED

SP FEB 05 2004
7:52 AM
William A. Shaw
Prothonotary

Rec'd
cc Sherry

LAW OFFICES OF PULEO & D'EMILIO

660 Sentry Parkway, Suite 210
Blue Bell, PA 19422
(610) 941-3600

By: Thomas I. Puleo, Esquire

Identification No. 27615

Attorney for PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or
Trustee,
Plaintiff

NO. 01-177-CD

v.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife,
Defendant

FILED

JUN 20 2002

ml:221nc
William A. Shaw
Prothonotary


AFFIDAVIT OF SERVICE

I, Lucy Fuentes, Legal Assistant to Thomas I. Puleo, Esquire, attorney for plaintiff, being duly sworn according to law, deposes and says that he mailed by ordinary mail a Notice of Sale pursuant to Pa.R.C.P 3129.2 upon the persons listed below on the 31st day of *may*, 2002 as evidenced by the U.S. Postal Service Certificate of Mailing (Form 3817), which is attached hereto as Exhibit "A":

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

Commonwealth of PA
Department of Public Welfare
P. O. Box 2675
Harrisburg, PA 17105

Beneficial Cons. Disc. Co. dba
Beneficial Mtg. Co. of PA
90 Beaver Dr., Ste 114C
DuBois, PA 15801


LUCY FUENTES, Legal assistant to
Thomas I. Puleo

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 31st DAY
OF *may*, 2002.


NOTARY PUBLIC

NOTARIAL SEAL
KRISTEN L. VERITY, Notary Public
Springfield Twp., Delaware County
My Commission Expires May 12, 2003

Chase

Ferguson

me and address Sender
THOMAS I. PULEO, ESQUIRE
620 Sentry Parkway, Suite 100

BLUE BELL, PA 19422

Article Number Name of Addressee, Street, and Post Office Address

Indicate type of mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured ☐ Init Recorded Del.
☐ COD ☐ Express Mail
☐ Certified

Check appropriate block for
☐ Registered Mail:
☐ With Postal Insurance
☐ Without Postal Insurance

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

Postmark and Date of Receipt

Due Sender If COD R. R. Fee S. D. Fee S. H. Fee

Rest. Del. Fee Remarks

Domestic Relations

Clearfield County Courthouse

230 E. Market Street

Clearfield, PA 16830

Commonwealth of PA

Department of Public Welfare

P. O. Box 2675

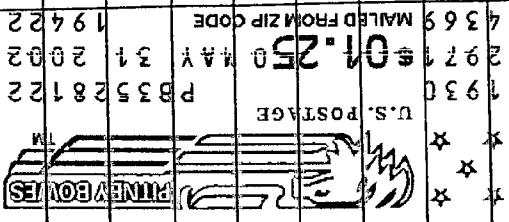
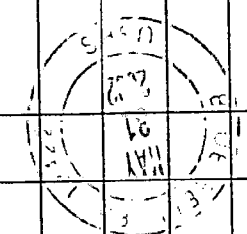
Harrisburg, PA 17105

Beneficial Cons. Disc. Co. dba

Beneficial Mtg. Co. of PA

90 Beaver Dr., Ste 114C

Dubuois, PA 15801



Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender If COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee	Remarks
1	Domestic Relations Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830											
2	Commonwealth of PA Department of Public Welfare P. O. Box 2675 Harrisburg, PA 17105											
3	Beneficial Cons. Disc. Co. dba Beneficial Mtg. Co. of PA 90 Beaver Dr., Ste 114C Dubois, PA 15801											
4												
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6												
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11												
12												
13												
14												
15												

Total Number of Pieces Received at Post Office: 23

Postmaster, Per (Name of Receiving Employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, §913, and §921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12377

BANKERS TRUST CO OF CALIFORNIA

01-177-CD

VS.

FERGUSON, DARL C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, AUGUST 15, 2002 AT 12:45 A LEVY WAS TAKEN ON THE PROPERTY
OF THE DEFENDANTS. PROPERTY ALSO POSTED THIS DATE.**

A SALE WAS SET FOR JULY 12, 2002 AT 10:00 A.M.

**NOW, MAY 1, 2002 AT 1:00 P.M. SHERIFF DEPUTY OF CLEARFIELD COUNTY,
PENNSYLVANIA SERVED THE WIRT OF EXECUTION, NOTICE OF SALE AND COPY
OF LEVY FOR BOTH DEFENDANTS TO BONNIE FERGUSON, WIFE OF DEFENDANT BY
HANDING TO BONNIE FERGUSON, 524 CHESTNUT AVENUE, DUBOIS, PENNSYLVANIA
A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTON, NOTICE OF SALE AND
COPY OF THE LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, JULY 12, 2002 AT 10:00 A. M. O'CLOCK A SALE WAS HELD ON THE
PROPERTY OF DARL C. FERGUSON, JR AND BONNIE L. FERGUSON. THE
PROPERTY WAS PRUCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, JULY 22, BILLED ATTORNEY FOR ADDITONAL COSTS NOT COVERED BY THE
INITIAL ADVANCE.**

NOW, AUGUST 2, 2002 RECEIVED CHECK FROM ATTORNEY FOR ADDITONAL COSTS.

NOW, AUGUST 15, 2002 PAID COSTS FROM ATTORNEY CHECK AND ADVANCE.

**NOW, OCTOBER 25, 2002 RETURNED WRIT AS SALE BEING HELD. PROPERTY
PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

NOW, OCTOBER 25 , 2002 DEED WAS FILED

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

12377

BANKERS TRUST CO OF CALIFORNIA

01-177-CD

VS.

FERGUSON, DARL C.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

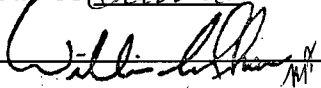
SHERIFF HAWKINS \$220.14

SURCHARGE \$40.00

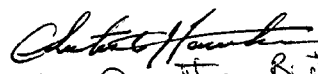
PAID BY ATTORNEY

Sworn to Before Me This

25 Day Of October 2002


Notary Public

So Answers,


by Cynthia Butler - aughorlaugh
Chester A. Hawkins
Sheriff

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME FERGUSON NO. 01-177-CD

NOW, 12-Jul-02 , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the court House in Clearfield on the 12TH day of JULY 2002, I exposed the within described real estate of DARL C. FERGUSON, JR AND BONNIE L. FERGUSON, HIS WIFE to public venue or outcry at which time and place I sold the same to BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS CUSTODIAN OR TRUSTEE 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	12.35
LEVY	15.00
MIELAGE	12.35
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	
TOTAL SHERIFF COSTS	220.14

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	18.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	18.50

DEBIT & INTEREST:

DEBT-AMOUNT DUE	21,203.40
INTEREST	
TO BE ADDED	

TOTAL DEBT & INTEREST	21,203.40
----------------------------------	------------------

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	536.34
LATE CHARGES & FEES	
TAXES - collector	428.29
TAXES - tax claim TO AUGUST	2,502.85
DUE	
COST OF SUIT -TO BE ADDED	
LIST OF LIENS & MORTGAGE SEARCH	140.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	18.50
ATTORNEY COMMISSION	
SHERIFF COSTS	220.14
LEGAL JOURNAL AD	63.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	406.60

SATISFACTION FEE

ESCROW DEFICIENCY
MUNICIPAL LIEN

TOTAL COSTS	4,320.72
--------------------	-----------------

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

BANKERS TRUST COMPANY OF
CALIFORNIA, N.A., As Custodian or
Trustee

COURT OF COMMON PLEAS

NO. 01-177-CD

vs.

DARL C. FERGUSON, JR. and
BONNIE L. FERGUSON, his wife

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Real Property situated at:

524 Chestnut Street, DuBois, Clearfield County

Tax Parcel Identification Number: 7.2-013-000-3777

As more fully described in Exhibit "A"
attached hereto and made a part hereof.

AMOUNT DUE

\$21,203.40

INTEREST FROM
March 16, 2001

\$ _____

(Costs to be added)

\$ 406.60

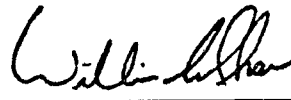
Prothonotary

RECEIVED APR 10 2002

@ 8:59 AM

Chester A. Hawkins
by Margaret N. Putt

By



Clerk

Date

4-9-02

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

BOUNDED on the North by Chesnut Avenue; on the East by Lot No. 287; on the South by an alley; and on the West by Lot No. 285. Said lot being 50 feet wide on the South side of Chesnut Avenue by 150 feet deep to an alley, and 50 feet wide on said alley. Known and described as Lot No. 286 as per A. R. Var. Tassel's Addition to DuBois.

(Identified as Clearfield County Assessment Map #013-000-03777.