

01-1140-CD  
U.S. BANK NATIONAL ASSOCIATION etal -vs- PENNY KOUCHER etal

Richard M. Squire, Esquire  
I.D. No. 04267  
Richard M. Squire & Associates, LLC.  
7919 Washington Lane  
Wyncote, PA 19095  
Telephone: 215-886-6354  
Fax: 215-886-1355  
Attorneys for Plaintiff

U.S. Bank National Association, as Trustee for  
the registered holders of Salomon Brothers  
Mortgage Securities VII, Inc., New Century  
Asset-Backed Floating Rate Certificates, Series  
1998-NC3 under the applicable pooling and  
Servicing agreement,

PLAINTIFF,

v.

Penny Kougher  
Tom E. Kougher  
Box 154 Wood Street  
Coalport, Pa 16627

DEFENDANTS.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 01-1140-CO

CIVIL ACTION

MORTGAGE FORECLOSURE

FILED

JUL 16 2001

William A. Shaw  
Prothonotary

**COMPLAINT - CIVIL ACTION  
NOTICE TO DEFEND**

**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 of 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.**

**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 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 tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, 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 edades 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 TELFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTANCIA LEGAL.**

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DEFENDANTS.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO:

CIVIL ACTION

MORTGAGE FORECLOSURE

### COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, U.S. Bank National Association, as Trustee for the registered holders of Salomon Brothers Mortgage Securities VII, Inc., New Century Asset-Backed Floating Rate Certificates, Series 1998-NC3 under the applicable pooling and Servicing agreement, through its attorney, Richard M. Squire, Esquire, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, U.S. Bank National Association, as Trustee for the registered holders of Salomon Brothers Mortgage Securities VII, Inc., New Century Asset-Backed Floating Rate Certificates, Series 1998-NC3 under the applicable pooling and Servicing agreement ("Plaintiff"), is a corporation with a principal place of business at c/o New Century Mortgage Corp., 17701 Cowan St., Suite 100, Irvine, CA 92614.

2. The Name and mailing address of each Defendant is :  
  
Penny Kouher Box 154 Wood Street, Coalport, Pa 16627.  
  
Tom Kouher Box 154 Wood Street, Coalport, Pa 16627.
3. On 05/20/1998 Tom E. Kouher and Penny Kouher made, executed and delivered a mortgage upon the premises hereinafter described to New Century Mortgage Corporation, which mortgage is recorded in the Office of the Recorder of Clearfield County, in Mortgage Book No. 1936, Page 350. By Assignment of Mortgage recorded 09/16/2000 the mortgage was assigned to Plaintiff, which Assignment is recorded in Instrument No. 200008482.
4. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original mortgagee, or is the present holder of the Mortgage by virtue of the above-described assignments.
5. Each Mortgagor named in paragraph 3 above executed a note as evidence of the debt secured by the Mortgage (the "Note"), and is incorporated herein by reference as though fully set forth at length.
6. The real property which is subject to the Mortgage is generally known as Box 154 Wood Street, Coalport, PA 16627, (the "Mortgaged Premises"). The legal description of the Mortgaged Premises is attached hereto and marked as Exhibit "A" and is incorporated herein by reference as though fully set forth at length.
7. The interest of each individual Defendant is as Mortgagor, Real Owner or both.
8. If any Defendant above-named is deceased, this action shall proceed against the deceased Defendant's heirs, assigns, successors, administrators, personal representatives and/or executors through his/her estate, however, the estate of said Defendant is hereby released from liability for the debt secured by the Mortgage.

9. The Mortgage is in default because the monthly payment of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of 03/01/2001 and have not been paid. Upon failure to make such payments when due, the whole of the principal, together with the charges specifically itemized below, are immediately due and payable.

The following amounts are due as of July 9, 2001:

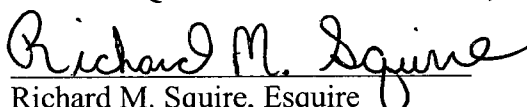
Principal of Mortgage debt due and unpaid	\$21,197.97
Interest due and owing from 02/01/2001 to 07/9/2001 at 11%, \$6.39 per diem	1,009.62
Plus Late Charges of \$13.13 per month, assessed on the 16 <sup>th</sup> day after payment is due	52.52
Other Fees	10.00
Corporate Advance	250.00
Escrow Advance	1,023.27
Attorney's Fees	1,059.89
<b>TOTAL</b>	<b><u>\$24,603.27</u></b>

10. Interest accrues at a per diem rate of \$6.39 and late charges accrue at a monthly rate of \$13.13, assessed on the 16<sup>th</sup> day payment is past due for each date after the payment due date, and Plaintiff may incur additional attorney's fees and costs as well as other expenses, costs and charges collectable under the Note and Mortgage.

11. Notice of intention to Foreclose pursuant to 41 P.S. § 403 and Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq. was mailed to each individual Defendant via regular and certified mail, return receipt requested, on 05/04/2001. A true and correct copy of said notice is attached hereto and marked as Exhibit "B" and is incorporated herein by reference as though fully set forth at length.

WHEREFORE, Plaintiff demands judgment against Defendants Tom E. Kougher and Penny Kougher, for foreclosure and sale of the Mortgaged Premises in the amounts due as set forth in paragraph 09, namely \$24,603.27 plus the following amounts accruing after 7/9/01, to the date of judgment : (i) interest at a per diem rate of \$6.39; (ii) late charges of \$13.13 per month assessed on the 16<sup>th</sup> day payment is past due; and (iii) additional attorney's fees hereafter incurred and costs of suit.

**RICHARD M. SQUIRE & ASSOCIATES, LLC**

By:   
Richard M. Squire, Esquire  
7919 Washington Lane  
Wyncote, PA 19095  
215-886-6354  
Attorneys for Plaintiff

Date: July 9, 2001

**UNLESS YOU NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PART OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

## VERIFICATION

I, Marie Ponce Shulda, as the representative of the Plaintiff corporation within named, hereby certify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

*Marie Ponce Shulda*

Marie Ponce Shulda

Date: 7/9/2001



**ALL THAT CERTAIN** piece or parcel of land situate in the Borough of Coalport, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pipe at the Southeast intersection of Wood Street and Wood Street Extension; thence N 24° 37' 00" E a distance of 139.09 feet to an iron pipe; thence S 06° 48' 07" E a distance of 257.42 feet to an iron pipe; thence S 82° 10' 00" W a distance of 70.00 feet to an iron pipe; thence N 07° 50' 00" W a distance of 140.00 feet to an iron pipe; said pin being the point of beginning. Containing 0.327 acres.

**EXCEPTING AND RESERVING** from the portion of the above parcel of land which are carved out of the premises conveyed all the coal, clay, oil, gas, casing head gas and other hydrocarbons and other minerals with the full and free privilege to explore for and to mine and remove the same by deep mining methods now employed I the mining of coal or hereafter developed and with the right to explore for, drill for and produce the said oil, gas, casing head gas and other hydrocarbons. The portion of the above parcel, which carved out the tract conveyed, is subject to all prior exceptions, reservations and conditions as appear in prior deeds in the chain of title.

Exhibit "A"

Notice of Intent to Foreclose

May 04, 2001

Penny Kouger  
Box 154 Wood St  
Coalport, PA 16627

RE: Loan Number: 0000129312

Dear Mortgagor:

The Mortgage held by New Century Mortgage Corporation (hereinafter we, us, or ours) on your property located at:  
Box 154 Wood St, Coalport PA 16627,  
is in serious default because you have not paid the monthly payment and other charges for the months of 03-01-01 through 05-01-01 as follows:

Monthly Installments	\$	949.89
Monthly Late Charges	\$	13.13
Uncollected Late Charges	\$	26.26
Uncollected Fees	\$	384.27
Corporate Advances	\$	250.00
Less Credits	\$ (	.00 )
TOTAL DUE	\$	1,610.42

The total amount now required to cure this default, or in other words, get caught up on your payments, as of the date of this letter is \$ 1,610.42.

You may cure this default within thirty (30) days of the date of this letter, by paying us the above amount of \$ 1,610.42, plus any additional monthly payments and late charges which may fall due during this period. Please issue a Cashier's check, or money order to be made payable to New Century Mortgage, Attn: Cashiering, PO Box 60428, Los Angeles, CA 90060-0428 or by Western Union Quick Collect to code city: COWAN, CA.

If you do not cure the default within thirty (30) days, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount in default is not made within thirty (30) days, we also intend to instruct our attorney to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorney, but you cure the default

Exhibit "B"



LOAN SERVICING DEPARTMENT, 17701 COWAN, 2ND FLOOR, IRVINE, CA 92614 (888) 788-7306

Notice of Intent to Foreclose

May 04, 2001

Tom E Kougher

Box 154 Wood St  
Coalport, PA 16627

RE: Loan Number: 0000129312

Dear Mortgagor:

The Mortgage held by New Century Mortgage Corporation (hereinafter we, us, or ours) on your property located at:  
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however, if legal proceedings are started against you, you will have to pay the reasonable attorneys' fees even if they are well over \$50.00. Any attorneys' fees will be added to whatever you owe us, which may include our reasonable costs. If you cure the default within the thirty (30) day period, you will not be required to pay attorneys' fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. 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 foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and any other requirements under the mortgage).

It is estimated that such a Sheriff's sale could be held approximately six (6) months from the date of this notice. A notice of the 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 1-888-788-7306. This payment must be in Certified funds payable at the address mentioned previously.

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 protect your interest in the property. You have the right to sell the property, to obtain money to pay off the mortgage debt, or to borrow money from another lending institution to pay off this debt. You may have the right to sell or transfer the property, subject to the mortgage, to a buyer or transferee who will assume the mortgage debt, provided that all outstanding payments, charges, and attorneys' fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied. Contact us to determine under what circumstances this might exist. You have the right to have this default cured by any third party acting on your behalf.

If you cure the default, the mortgage will be restored to the same position prior to the default occurring. However, you are not entitled this right to cure your default more than three (3) times



NEW CENTURY<sup>SM</sup>  
MORTGAGE CORPORATION

LOAN SERVICING DEPARTMENT, 17701 COWAN, 2ND FLOOR, IRVINE, CA 92614 (888) 788-7306

in any calendar year.

Should you need additional assistance, please contact our office at 1-888-788-7306, between 8:30 a.m. to 5:30 p.m., Monday through Friday, Pacific Time.

Sincerely,

Nancy Ravelo  
Collections

This is an attempt to collect upon a debt. Any information obtained will be used for that purpose. In the event you have been discharged from a Chapter 7 Bankruptcy, we recognize in this an in future communications that we are not seeking personal liability with regards to this loan, but recovery as to the property.

XC008\005 NR2

May 04, 2001

Loan Number: 0000129312

Penny Kougher  
Box 154 Wood St  
Coalport, PA 16627

**ACT 91 NOTICE  
TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

THIS IS AN OFFICIAL NOTICE THAT THE MORTGAGE ON YOUR HOME IS IN DEFAULT, AND THE LENDERS INTENDS TO FORECLOSE. SPECIFIC INFORMATION ABOUT THE NATURE OF THE DEFAULT IS PROVIDED IN THE ATTACHED PAGES.

THE HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP SAVE YOUR HOME. THIS NOTICE EXPLAINS HOW THE PROGRAM WORKS. TO SEE IF HEMAP CAN HELP, YOU MUST MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. TAKE THIS NOTICE WITH YOU WHEN YOU MEET WITH THE COUNSELING AGENCY.

THE NAME, ADDRESS, AND PHONE NUMBER OF CONSUMER CREDIT COUNSELING AGENCIES SERVICING YOUR COUNTY ARE LISTED AT THE END OF THIS NOTICE. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE PENNSYLVANIA HOUSING FINANCE AGENCY TOLL FREE AT (800) 342-2397. (PERSONS WITH IMPAIRED HEARING CAN CALL (717) 780-1869.

THIS NOTICE CONTAINS IMPORTANT LEGAL INFORMATION. IF YOU HAVE ANY QUESTIONS, REPRESENTATIVES AT THE CONSUMER CREDIT COUNSELING AGENCY MAY BE ABLE TO HELP EXPLAIN IT. YOU MAY ALSO WANT TO CONTACT ANY ATTORNEY IN YOUR AREA. THE LOCAL BAR ASSOCIATION MAY BE ABLE TO HELP YOU FIND A LAWYER.

LA NOTIFICATION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICATION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADA ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

May 04, 2001

Tom E Kougher

Loan Number: 0000129312

Box 154 Wood St  
Coalport, PA 16627

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**HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

You may be eligible for financial assistance which can save your home from foreclosure and help you make future mortgage payments.

If you comply with the provision of the Homeowner's Emergency Mortgage Assistance Act of 1993 (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 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

**APPLICATION FOR MORTGAGE ASSISTANCE:** Your mortgage is in default for the reasons set forth later in this notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance 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.

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 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 Box 154 Wood St, Coalport PA 16627 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 from	\$	949.89
	03-01-01 through 05-01-01		
	(@ \$ 316.63 per month from 03-01-01 through 12-00-01)		
	(@ \$ 262.55 per month from 00-00-00 through 05-01-01)		
b)	Previous late charges:	\$	26.26
c)	Other charges; Escrow, Property		
	Inspections, NSF Checks:	\$	384.27
d)	Other provisions of the mortgage		
	obligation, if any:	\$	250.00
	Less funds in suspense account:	\$	.00

TOTAL AMOUNT REQUIRED AS OF 05-04-01: \$ 1,610.42

B. YOU HAVE FAILED TO MAKE THE FOLLOWING ACTION:

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 INDICATED ABOVE, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

NEW CENTURY MORTGAGE CORPORATION  
17701 COWAN STREET, STE.100  
IRVINE, CA 92614  
ATTN: PAYMENT PROCESSING

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

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 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 cured 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. Any attorney's fees will be added to the amount you owe to the lender, which may also include other reasonable costs. IF YOU CURE THE DEFAULT WITHIN THE THIRTY (30) DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to ONE HOUR before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale, any other costs connected with the Sheriff's Sale as specified in writing by the lender, and by performing any other requirements under the mortgage. CURING YOUR DEFAULT IN THE MANNER SET FORTH IN THIS NOTICE WILL RESTORE YOUR MORTGAGE TO THE SAME POSITION AS IF YOU HAD NEVER DEFAULTED.



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

HOW TO CONTACT THE LENDER:

NEW CENTURY MORTGAGE CORPORATION  
17701 COWAN STREET, STE 100  
IRVINE, CA 92614  
PHONE NUMBER: (888) 788-7306, X 8493  
FAX NUMBER: (949) 794-8375  
CONTACT PERSON: PAUL TRAN

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 sell 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 the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- \* To sell the property to obtain money to pay off the mortgage debt or to borrow money from another lending institution to pay off this debt.
- \* To have this default cured by any third party acting on your behalf.
- \* To have the mortgage restored to the same position as if no default had occurred, if you cure the default. (However, you do not have this right to cure your default more than three times in any calendar year.)
- \* To assert the non-existence of a default in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents.



NEW CENTURY<sup>SM</sup>  
MORTGAGE CORPORATION

LOAN SERVICING DEPARTMENT, 17701 COWAN, 2ND FLOOR, IRVINE, CA 92614 (888) 788-7306

- \* To assert any other defense you believe you may have to such action by the lender.
- \* To seek protection under the Federal Bankruptcy Law.

0000129312

XC012/003 NR2

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

7099 3400 0017 5164 3010

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

Postmark  
Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)

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

City, State, ZIP+4

PS Form 3800, February 2000

See Reverse for Instructions

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

Sheriff Docket # 11256

U.S. BANK NATIONAL ASSOCIATION

01-1140-CD

VS.

KOUGH, PENNY & TOM E.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JULY 20, 2001 AT 10:12 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PENNY KOUGH, DEFENDANT AT RESIDENCE, BOX 154, WOOD ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PENNY KOUGH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING

NOW JULY 20, 2001 AT 10:12 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TOM E. KOUGH, DEFENDANT AT RESIDENCE, BOX 154, WOOD ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PENNY KOUGH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING

**Return Costs**

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

**FILED**  
012:27:31  
JUL 31 2001

William A. Shaw  
Prothonotary

Sworn to Before Me This

31<sup>st</sup> Day Of July 2001

WILLIAM A. SHAW

Prothonotary

My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

Richard M. Squire & Associates, LLC  
By: Richard M. Squire, Esquire  
ID No. 04267  
One Jenkintown Station, Suite 104  
115 West Avenue  
Jenkintown, Pa 19046  
Telephone: 215-886-8790  
Fax: 215-886-8791  
Attorneys for Plaintiff

U.S. Bank National Association, as Trustee  
for the registered holders of Salomon Brothers  
Mortgage Securities VII, Inc., New Century  
Asset-Backed Floating Rate Certificates,  
Series 1998-NC3 under the applicable pooling  
and Servicing agreement

PLAINTIFF,

v.

Penny Kouger  
Tom E. Kouger  
Box 154 Wood Street  
Coalport, Pa 16627

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO: 01-1140-CD

CIVIL ACTION

**FILED**

SEP 04 2001

William A. Shaw  
Prothonotary

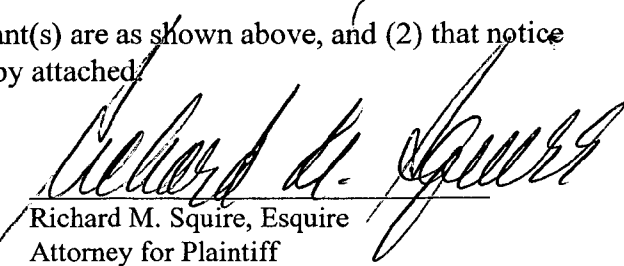
**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against Tom E. Kouger and Penny Kouger, Defendant(s) for their failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for Foreclosure and Sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in the Complaint	\$24,603.27
Interest from 7/16/01 to 8/28/01	\$ 274.77
<b>TOTAL</b>	<b>\$24,878.04</b>

I hereby certify that (1) the address of the Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

  
Richard M. Squire, Esquire  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 9/4/01

  
PROTHONOTARY

Richard M. Squire, Esquire  
I.D. No. 04267  
Richard M. Squire & Associates, LLC.  
7919 Washington Lane  
Wyncote, PA 19095  
Telephone: 215-886-6354  
Fax: 215-886-1355  
Attorneys for Plaintiff

**U.S. Bank National Association, as Trustee  
for the registered holders of Salomon  
Brothers Mortgage Securities VII, Inc., New  
Century Asset-Backed Floating Rate  
Certificates, Series 1998-NC3 under the  
applicable pooling and Servicing agreement,**

**Court of Common Pleas**

**Civil Division**

**Clearfield County**

**v.**

**No. 01-1140-CD**

**Penny Kougher  
Tom E. Kougher  
Box 154 Wood Street  
Coalport, Pa 16627**

**To: Penny Kougher  
Box 154 Wood Street  
Coalport, Pa 16627**

**DATE OF NOTICE: August 14, 2001**

**THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

**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 (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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

**Richard M. Squire, Esquire  
Attorney for Plaintiff**



Richard M. Squire, Esquire  
I.D. No. 04267  
Richard M. Squire & Associates, LLC.  
7919 Washington Lane  
Wyncote, PA 19095  
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Certificates, Series 1998-NC3 under the  
applicable pooling and Servicing agreement,**

**Court of Common Pleas**

**Civil Division**

**Clearfield County**

**v.**

**No. 01-1140-CD**

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Tom E. Kougher  
Box 154 Wood Street  
Coalport, Pa 16627**

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Box 154 Wood Street  
Coalport, Pa 16627**

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P.O. Box 186  
Harrisburg, Pa 186  
800-692-7375**

**Richard M. Squire, Esquire  
Attorney for Plaintiff**

Richard M. Squire & Associates, LLC  
By: Richard M. Squire, Esquire  
One Jenkintown Station, Suite 104  
115 West Avenue  
Jenkintown, Pa 19046  
Telephone: 215-886-8790  
Fax: 215-886-8791

Attorneys for Plaintiff

U.S. Bank National Association, as Trustee for  
the registered holders of Salomon Brothers  
Mortgage Securities VII, Inc., New Century  
Asset-Backed Floating Rate Certificates, Series  
1998-NC3 under the applicable pooling and  
Servicing agreement

PLAINTIFF,

v.

Penny Kouger  
Tom E. Kouger

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 01-1140-CD

CIVIL ACTION

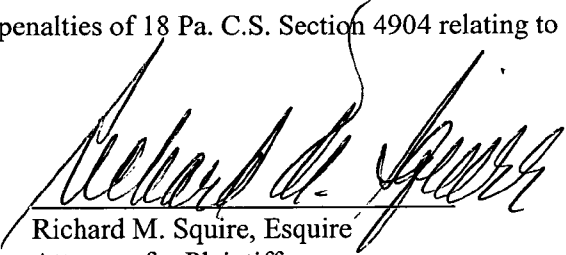
VERIFICATION OF NON-MILITARY SERVICE

Richard M. Squire, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that Defendant(s) Tom E. Kouger and Penny Kouger are over 18 years of age and reside at Box 154 Wood Street, Coalport, Pa 16627.

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

  
Richard M. Squire, Esquire  
Attorney for Plaintiff

FILED

SEP 04 2001

M13501att  
William A. Shaw  
Prothonotary

Square PD \$20.00

notice to Dy.

Get Statement to City.

Office of the  
**PROTHONOTARY**  
Clearfield County  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641

COPIES

Date 9.4.01

U.S. Bank National Association, as Trustee for  
the registered holders of Salomon Brothers  
Mortgage Securities VII, Inc., New Century  
Asset-Backed Floating Rate Certificates, Series  
1998-NC3 under the applicable pooling and  
Servicing agreement

PLAINTIFF,

v.

Penny Kougher  
Tom E. Kougher

DEFENDANTS.

**NOTICE**

**TO:** Tom E. Kougher  
Box 154 Wood Street  
Coalport, Pa 16627

Pursuant to requirements of Pennsylvania Rules of Civil Procedure, Rule 236, notice is hereby given that  
on September 4, 2001, a judgment(degree)(order) was entered against you in this office in the  
proceeding as indicated above.



Prothonotary

Deputy Prothonotary

Date Mailed: 9.4.01

Office of the  
**PROTHONOTARY**  
Clearfield County  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641

COPY

Date 9.4.01

U.S. Bank National Association, as Trustee for  
the registered holders of Salomon Brothers  
Mortgage Securities VII, Inc., New Century  
Asset-Backed Floating Rate Certificates, Series  
1998-NC3 under the applicable pooling and  
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PLAINTIFF,

v.

Penny Kougher  
Tom E. Kougher

DEFENDANTS.

**NOTICE**

**TO:** Penny Kougher  
Box 154 Wood Street  
Coalport, Pa 16627

Pursuant to requirements of Pennsylvania Rules of Civil Procedure, Rule 236, notice is hereby given that  
on September 4, 2001, a judgment(decree)(order) was entered against you in this office in the  
proceeding as indicated above.

  
Prothonotary

\_\_\_\_\_  
Deputy Prothonotary

Date Mailed: 9.4.01

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

US Bank National Association  
Salomon Brothers Mortgage Securities VII,  
Inc.  
Plaintiff(s)

No.: 2001-01140-CD

Real Debt: \$28,878.04

Atty's Comm:

Vs.

Costs: \$

Int. From:

Penny Kouger  
Tom E. Kouger  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 4, 2001

Expires: September 4, 2006

Certified from the record this 4th of September, 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