

01-1358-CD  
HOMERQ SERVICING CORPORATION etal -vs- HELEN KOENIG etal

1

2

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

HomeEq Servicing Corporation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store,

PLAINTIFF,

v.

Helen Koenig  
Scott D. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

DEFENDANTS.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 01-1358-CO

CIVIL ACTION

MORTGAGE FORECLOSURE

**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

**FILED**

AUG 20 2001

William A. Shaw  
Prothonotary

### **AVISO**

**LE HAN DEMANDADO A USTED EN LA CORTE.** Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta 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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CLEARFIELD COUNTY, PENNSYLVANIA

NO:

CIVIL ACTION

MORTGAGE FORECLOSURE

### COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, HomeEq Servicing Corporation, f/k/a TMS Mortgage Inc., d/b/a The Money Store, through its attorney, Richard M. Squire, Esquire, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, HomeEq Servicing Corporation, f/k/a TMS Mortgage Inc., d/b/a The Money Store ("Plaintiff"), is a corporation with a principal place of business at c/o Rosicki, Rosicki & Associates, One Old Country Road, Suite 429, Carle Place, NY 11514.
2. The Name and mailing address of each Defendant is :  
  
Helen Koenig 1512 Constellation 401, Woodbridge, VA 22191.  
  
Scott Koenig 1512 Constellation 401, Woodbridge, VA 22191.

3. On 01/07/2000 Scott D. Koenig and Helen Koenig made, executed and delivered a mortgage upon the premises hereinafter described to TMS Mortgage Inc., d/b/a The Money Store, which mortgage is recorded in the Office of the Recorder of Clearfield County, in Instrument Number 200000426. Plaintiff is in the process of preparing a legal Assignment.
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 114 Lingle Street, Osceola Mills, PA 16666, (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 04/15/2001 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 August 14, 2001:

Principal of Mortgage debt due and unpaid	\$19,189.30
Interest due and owing from 03/15/2001 to 08/14/2001 at 11.6%, \$6.10 per diem	927.20
Plus Late Charges of \$14.68 per month, assessed on the 11 <sup>th</sup> day after payment is due	58.72
NSF Fee	15.00
Corporate Advance	121.28
Escrow Advance	1,017.81
Attorney's Fees	959.47
<b>TOTAL</b>	<b><u>\$22,288.78</u></b>

10. Interest accrues at a per diem rate of \$6.10 and late charges accrue at a monthly rate of \$14.68, assessed on the 11<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 06/18/2001. 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 Scott D. Koenig and Helen Koenig, for foreclosure and sale of the Mortgaged Premises in the amounts due as set forth in paragraph 09, namely \$22,288.78 plus the following amounts accruing after August 14, 2001, to the date of judgment : (i) interest at a per diem rate of \$6.10; (ii) late charges of \$14.68 per month assessed on the 11<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: 

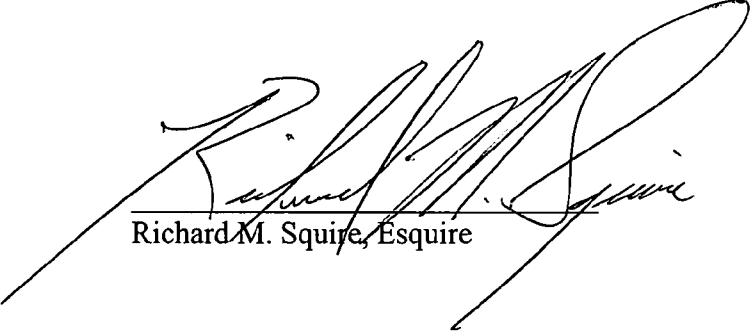
Richard M. Squire, Esquire  
7919 Washington Lane  
Wyncote, PA 19095  
215-886-6354  
Attorneys for Plaintiff

Date: August 14, 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, Richard M. Squire, hereby certify that I am an attorney for Plaintiff and am authorized to make this verification on its behalf. I verify that the facts and statements set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Richard M. Squire, Esquire

Date: August 14, 2001

ALL THAT CERTAIN lot or piece of ground situated in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the Public Road leading from Osceola Mills to Philipsburg, at the corner of Lot No. 1, according to the General Plan of Osceola Borough; thence in a Westerly direction along line of said Lot No. 1, one hundred fifty (150) feet to a post on the line of Millward Alley; thence in a Northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an Easterly direction along the line of said Lot No. 3, one hundred fifty (150) feet to a post on the Public Road; thence in a Southerly direction along the line of said Public Road, fifty (50) feet to the post and corner of Lot No. 1 and place of beginning. Being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mills, Pennsylvania.

EXCEPTING AND RESERVING nevertheless, all the stone, coal and mineral beneath the surface of the soil, together with the right of free ingress, egress and regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

Exhibit A



DF985

HELEN KOENIG

1512 CONSTELLATION 401  
WOODBIDGE, VA 22191

June 18, 2001

NBRC 0080883077

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

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

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

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

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

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

HOMEOWNERS NAME(S): **HELEN KOENIG**  
PROPERTY ADDRESS: **114 LINGLE STREET**  
**OSCEOLA MILLS, PA 16666**

LOAN ACCOUNT NUMBER: **0080883077**  
CURRENT LENDER/SERVICER: **HomEq Servicing Corporation**

Exhibit B



DF985

SCOTT D KOENIG

114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

June 18, 2001

NBRC 0080883077

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HOMEOWNERS NAME(S): SCOTT D KOENIG  
PROPERTY ADDRESS: 114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

LOAN ACCOUNT NUMBER: 0080883077  
CURRENT LENDER/SERVICER: HomeEq Servicing Corporation

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**

## 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 1983 (THE "ACT") YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at

114 LINGLE STREET OSCEOLA MILLS, PA 16666 OSCEOLA MILLS PA 16666

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) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$880.89
c) Late Charges:	\$ 29.36
d) Recoverable Corporate Advances	\$ 10.00
e) Other Charges and Advances	\$ 35
f) Less funds in Suspense:	\$ 0.00
e) Total amount required as of (due date)	\$ 955.25

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

**HOW TO CURE THE DEFAULT** - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 955.25 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail  
HomEq Servicing Corporation  
P.O. Box 96053 Charlotte, NC 28296-0053

Overnight  
FUNB Lockbox 96053  
1525 West W.T. Harris Blvd.  
Charlotte, NC 28262-00

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

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**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its 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 OF THE LETTER DATE, HomEq Servicing Corporation also intends to instruct their attorneys to start a legal action to **foreclose upon your mortgaged property.**

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

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

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

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**

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

**HOW TO CONTACT THE LENDER BY TELEPHONE OR MAIL:**

Name of Lender:	HomEq Servicing Corporation
Address:	P.O Box 13716 Sacramento, CA95853
Telephone Number:	800 795-5125 Ext. 10302
Fax Number:	916-339-6910

**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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

**YOU MAY ALSO HAVE THE RIGHT**

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

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

Sincerely,

HomEq Servicing Corporation

RECEIVED  
JAN 24 2008  
10:00 AM  
SACRAMENTO, CA  
HOMESIDE

11-9-01 Document  
Reinstated/~~Reinstated~~ to Sheriff/Attorney  
for service.

*[Signature]*  
Deputy Prothonotary

FILED

AUG 20 2001

*[Signature]*  
William A. Shaw  
Prothonotary

*[Signature]*  
City Square Rd  
\$80.00

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(800)692-7375

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

AUG 20 2001

Attest.

*William L. Han*  
Prothonotary

### **AVISO**

**LE HAN DEMANDADO A USTED EN LA CORTE.** Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta 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.

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### COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, HomeEq Servicing Corporation, f/k/a TMS Mortgage Inc., d/b/a The Money Store, through its attorney, Richard M. Squire, Esquire, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, HomeEq Servicing Corporation, f/k/a TMS Mortgage Inc., d/b/a The Money Store ("Plaintiff"), is a corporation with a principal place of business at c/o Rosicki, Rosicki & Associates, One Old Country Road, Suite 429, Carle Place, NY 11514.
2. The Name and mailing address of each Defendant is :  
  
Helen Koenig 1512 Constellation 401, Woodbridge, VA 22191.  
  
Scott Koenig 1512 Constellation 401, Woodbridge, VA 22191.

3. On 01/07/2000 Scott D. Koenig and Helen Koenig made, executed and delivered a mortgage upon the premises hereinafter described to TMS Mortgage Inc., d/b/a The Money Store, which mortgage is recorded in the Office of the Recorder of Clearfield County, in Instrument Number 200000426. Plaintiff is in the process of preparing a legal Assignment.
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 114 Lingle Street, Osceola Mills, PA 16666, (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 04/15/2001 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 August 14, 2001:

Principal of Mortgage debt due and unpaid	\$19,189.30
Interest due and owing from 03/15/2001 to 08/14/2001 at 11.6%, \$6.10 per diem	927.20
Plus Late Charges of \$14.68 per month, assessed on the 11 <sup>th</sup> day after payment is due	58.72
NSF Fee	15.00
Corporate Advance	121.28
Escrow Advance	1,017.81
Attorney's Fees	959.47
<b>TOTAL</b>	<b><u>\$22,288.78</u></b>

10. Interest accrues at a per diem rate of \$6.10 and late charges accrue at a monthly rate of \$14.68, assessed on the 11<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 06/18/2001. 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 Scott D. Koenig and Helen Koenig, for foreclosure and sale of the Mortgaged Premises in the amounts due as set forth in paragraph 09, namely \$22,288.78 plus the following amounts accruing after August 14, 2001, to the date of judgment : (i) interest at a per diem rate of \$6.10; (ii) late charges of \$14.68 per month assessed on the 11<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: 

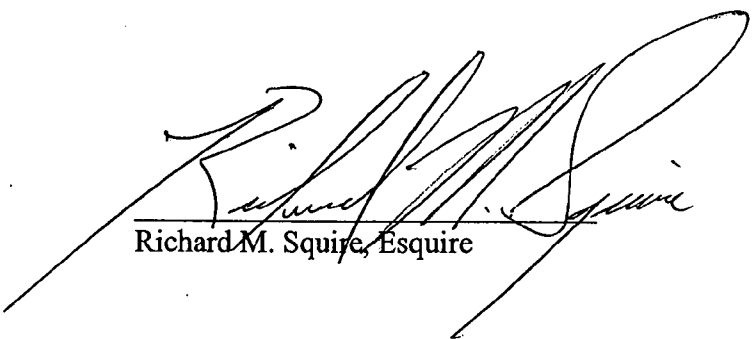
Richard M. Squire, Esquire  
7919 Washington Lane  
Wyncote, PA 19095  
215-886-6354  
Attorneys for Plaintiff

Date: August 14, 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, Richard M. Squire, hereby certify that I am an attorney for Plaintiff and am authorized to make this verification on its behalf. I verify that the facts and statements set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Richard M. Squire, Esquire

Date: August 14, 2001

ALL THAT CERTAIN lot or piece of ground situated in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the Public Road leading from Osceola Mills to Philipsburg, at the corner of Lot No. 1, according to the General Plan of Osceola Borough; thence in a Westerly direction along line of said Lot No. 1, one hundred fifty (150) feet to a post on the line of Millward Alley; thence in a Northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an Easterly direction along the line of said Lot No. 3, one hundred fifty (150) feet to a post on the Public Road; thence in a Southerly direction along the line of said Public Road, fifty (50) feet to the post and corner of Lot No. 1 and place of beginning. Being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mills, Pennsylvania.

EXCEPTING AND RESERVING nevertheless, all the stone, coal and mineral beneath the surface of the soil, together with the right of free ingress, egress and regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

Exhibit A



DF985

HELEN KOENIG

1512 CONSTELLATION 401  
WOODBIDGE, VA 22191

June 18, 2001

NBRC 0080883077

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

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

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

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

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

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

HOMEOWNERS NAME(S): HELEN KOENIG  
PROPERTY ADDRESS: 114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

LOAN ACCOUNT NUMBER: 0080883077  
CURRENT LENDER/SERVICER: HomeEq Servicing Corporation

Exhibit B



DF985

SCOTT D KOENIG

114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

June 18, 2001

NBRC 0080883077

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

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HOMEOWNERS NAME(S): SCOTT D KOENIG  
PROPERTY ADDRESS: 114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

LOAN ACCOUNT NUMBER: 0080883077  
CURRENT LENDER/SERVICER: HomeEq Servicing Corporation

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**

## 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 1983 (THE "ACT") YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at

114 LINGLE STREET OSCEOLA MILLS, PA 16666 OSCEOLA MILLS PA 16666

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) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$880.89
c) Late Charges:	\$ 29.36
d) Recoverable Corporate Advances	\$ 10.00
e) Other Charges and Advances	\$ 35
f) Less funds in Suspense:	\$ 0.00
e) Total amount required as of (due date)	\$ 955.25

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

**HOW TO CURE THE DEFAULT** - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 955.25 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:

Regular Mail  
HomEq Servicing Corporation  
P.O. Box 96053 Charlotte, NC 28296-0053

Overnight  
FUNB Lockbox 96053  
1525 West W.T. Harris Blvd.  
Charlotte, NC 28262-00

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

---

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its 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 OF THE LETTER DATE, HomEq Servicing Corporation also intends to instruct their attorneys to start a legal action to foreclose upon your mortgaged property.

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

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

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

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**

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

**HOW TO CONTACT THE LENDER BY TELEPHONE OR MAIL:**

Name of Lender:	HomEq Servicing Corporation
Address:	P.O Box 13716
	Sacramento, CA95853
Telephone Number:	800 795-5125 Ext. 10302
Fax Number:	916-339-6910

**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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

**YOU MAY ALSO HAVE THE RIGHT**

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

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

Sincerely,

HomEq Servicing Corporation

Richard M. Squire, Esquire  
Richard M. Squire & Associates, LLC  
Attorney ID#04267  
One Jenkintown Station, Suite 104  
115 West Avenue  
Jenkintown, Pa 19046  
(215) 886-8790  
Fax: (215) 886-8791  
Attorneys for Plaintiff

HomeEq Servicing Corporation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store,

PLAINTIFF,

v.

Helen Koenig  
Scott D. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

DEFENDANTS.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

No. 01-1358-CD

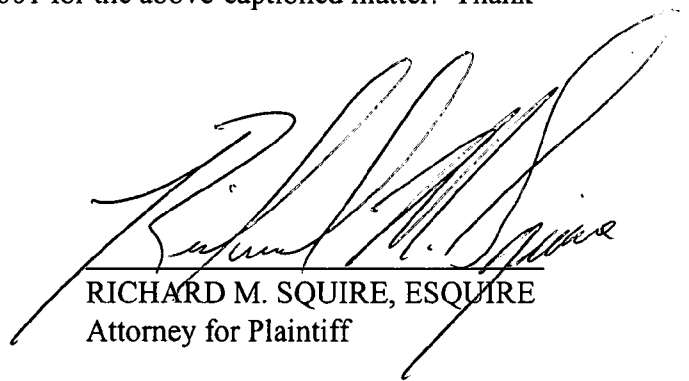
CIVIL ACTION

MORTGAGE FORECLOSURE

**PRAECIPE TO REINSTATE COMPLAINT**

To the Prothonotary:

Kindly reinstate the Complaint filed on August 20, 2001 for the above-captioned matter. Thank you for your attention to this matter.



RICHARD M. SQUIRE, ESQUIRE  
Attorney for Plaintiff

**FILED**

NOV 09 2001

William A. Shaw  
Prothonotary

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

Sheriff Docket # 11410

HOMEEQ SERVICING CORPORATION f/k/a TMS MORTGAGE IND

01-1358-CD

VS.

KOENIG, HELEN & SCOTT D.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW OCTOBER 9, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
HELEN KOENIG & SCOTT D. KOENIG, DEFENDANTS. MOVED, LEFT NO  
FORWARDING ADDRESS.

**Return Costs**

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

**FILED**

OCT 15 2001  
013.19 pm  
William A. Shaw  
Prothonotary

*[Signature]*

Sworn to Before Me This

15th Day of October 2001

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

So Answers,

*[Signature]*  
*[Signature]*  
Chester A. Hawkins  
Sheriff

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

HomeEq Servicing Corporation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store,

PLAINTIFF,

v.

Helen Koenig  
Scott D. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

DEFENDANTS.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 01-1358-CO

CIVIL ACTION

MORTGAGE FORECLOSURE

**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

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

AUG 20 2001

Attest.

*William C. Proth*  
Proth

### **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. Ademàs, 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 ASISTENCIA LEGAL.**

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

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

HomeEq Servicing Corporation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store,

PLAINTIFF,

v.

Helen Koenig  
Scott D. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

DEFENDANTS.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO:

CIVIL ACTION

MORTGAGE FORECLOSURE

### COMPLAINT IN MORTGAGE FORECLOSURE

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1. Plaintiff, HomeEq Servicing Corporation, f/k/a TMS Mortgage Inc., d/b/a The Money Store ("Plaintiff"), is a corporation with a principal place of business at c/o Rosicki, Rosicki & Associates, One Old Country Road, Suite 429, Carle Place, NY 11514.
2. The Name and mailing address of each Defendant is :  
  
Helen Koenig 1512 Constellation 401, Woodbridge, VA 22191.  
  
Scott Koenig 1512 Constellation 401, Woodbridge, VA 22191.

3. On 01/07/2000 Scott D. Koenig and Helen Koenig made, executed and delivered a mortgage upon the premises hereinafter described to TMS Mortgage Inc., d/b/a The Money Store, which mortgage is recorded in the Office of the Recorder of Clearfield County, in Instrument Number 200000426. Plaintiff is in the process of preparing a legal Assignment.
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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 04/15/2001 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 August 14, 2001:

Principal of Mortgage debt due and unpaid	\$19,189.30
Interest due and owing from 03/15/2001 to 08/14/2001 at 11.6%, \$6.10 per diem	927.20
Plus Late Charges of \$14.68 per month, assessed on the 11 <sup>th</sup> day after payment is due	58.72
NSF Fee	15.00
Corporate Advance	121.28
Escrow Advance	1,017.81
Attorney's Fees	959.47
<b>TOTAL</b>	<b><u>\$22,288.78</u></b>

10. Interest accrues at a per diem rate of \$6.10 and late charges accrue at a monthly rate of \$14.68, assessed on the 11<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 06/18/2001. 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 Scott D. Koenig and Helen Koenig, for foreclosure and sale of the Mortgaged Premises in the amounts due as set forth in paragraph 09, namely \$22,288.78 plus the following amounts accruing after August 14, 2001, to the date of judgment : (i) interest at a per diem rate of \$6.10; (ii) late charges of \$14.68 per month assessed on the 11<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: 

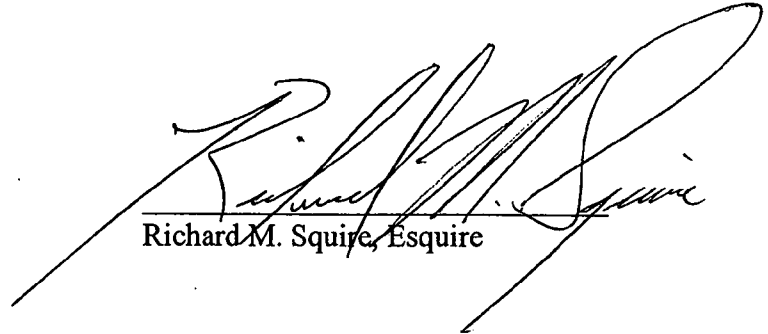
Richard M. Squire, Esquire  
7919 Washington Lane  
Wyncote, PA 19095  
215-886-6354  
Attorneys for Plaintiff

Date: August 14, 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, Richard M. Squire, hereby certify that I am an attorney for Plaintiff and am authorized to make this verification on its behalf. I verify that the facts and statements set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Richard M. Squire, Esquire

Date: August 14, 2001

ALL THAT CERTAIN lot or piece of ground situated in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the Public Road leading from Osceola Mills to Philipsburg, at the corner of Lot No. 1, according to the General Plan of Osceola Borough; thence in a Westerly direction along line of said Lot No. 1, one hundred fifty (150) feet to a post on the line of Millward Alley; thence in a Northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an Easterly direction along the line of said Lot No. 3, one hundred fifty (150) feet to a post on the Public Road; thence in a Southerly direction along the line of said Public Road, fifty (50) feet to the post and corner of Lot No. 1 and place of beginning. Being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mills, Pennsylvania.

EXCEPTING AND RESERVING nevertheless, all the stone, coal and mineral beneath the surface of the soil, together with the right of free ingress, egress and regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

Exhibit A



DF985

HELEN KOENIG

1512 CONSTELLATION 401  
WOODBIDGE, VA 22191

June 18, 2001

NBRC 0080883077

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

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

The HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

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

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

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

HOMEOWNERS NAME(S): HELEN KOENIG  
PROPERTY ADDRESS: 114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

LOAN ACCOUNT NUMBER: 0080883077  
CURRENT LENDER/SERVICER: HomeEq Servicing Corporation

Exhibit B



DF985

SCOTT D KOENIG

114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

June 18, 2001

NBRC 0080883077

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

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

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

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

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HOMEOWNERS NAME(S): SCOTT D KOENIG  
PROPERTY ADDRESS: 114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

LOAN ACCOUNT NUMBER: 0080883077  
CURRENT LENDER/SERVICER: HomEq Servicing Corporation

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**

## 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 1983 (THE "ACT") YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at

114 LINGLE STREET OSCEOLA MILLS, PA 16666 OSCEOLA MILLS PA 16666

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) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$880.89
c) Late Charges:	\$ 29.36
d) Recoverable Corporate Advances	\$ 10.00
e) Other Charges and Advances	\$ 35
f) Less funds in Suspense:	\$ 0.00
e) Total amount required as of (due date)	\$ 955.25

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

**HOW TO CURE THE DEFAULT** - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 955.25 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail  
HomEq Servicing Corporation  
P.O. Box 96053 Charlotte, NC 28296-0053

Overnight  
FUNB Lockbox 96053  
1525 West W.T. Harris Blvd.  
Charlotte, NC 28262-00

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

---

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its 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 OF THE LETTER DATE, HomEq Servicing Corporation also intends to instruct their attorneys to start a legal action to **foreclose upon your mortgaged property.**

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

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

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

**IMPORTANT INFORMATION ON THE BACK OF THIS PAGE**

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

**HOW TO CONTACT THE LENDER BY TELEPHONE OR MAIL:**

Name of Lender:	HomEq Servicing Corporation
Address:	P.O Box 13716 Sacramento, CA95853
Telephone Number:	800 795-5125 Ext. 10302
Fax Number:	916-339-6910

**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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

**YOU MAY ALSO HAVE THE RIGHT**

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

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

Sincerely,

HomEq Servicing Corporation

Richard M. Squire, Esquire  
Richard M. Squire & Associates, LLC  
Attorney ID#04267  
One Jenkintown Station, Suite 104  
115 West Avenue  
Jenkintown, Pa 19046  
(215) 886-8790  
Fax: (215) 886-8791  
Attorneys for Plaintiff

HomeEq Servicing Corporation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store

Plaintiff,

V.

Helen Koenig  
Scott D. Koenig

Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO. 01-1358-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

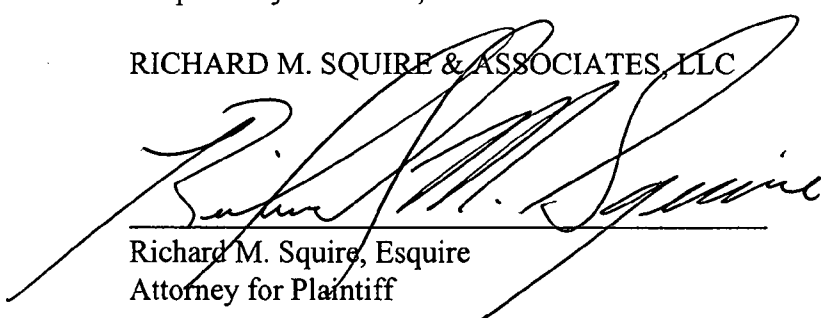
**RETURN OF SERVICE**

TO THE PROTHONOTARY:


Kindly file and docket the attached Affidavit of Service for the above captioned matter.

Respectfully submitted,

RICHARD M. SQUIRE & ASSOCIATES, LLC

  
Richard M. Squire, Esquire  
Attorney for Plaintiff

**FILED**

JAN 09 2002  
17:43 NOCC  
William A. Shaw  
Prothonotary 

**Premier Process Services, LLC**  
**Po Box 8271**  
**Cherry Hill, NJ 08002-02**  
**Phone (856) 262-0474 Fax (856) 740-3651**  
**Verification of Service**

Plaintiff(s):  
HomeEq Servicing Corporation  
Vs.  
Helen Koenig  
Scott D. Koenig

Court Term & No.  
01-1358- CD  
County  
Clearfield

Name of Defendant(s) to Serve:  
**Helen Koenig**

☒ Civil Action Complaint in Mortgage Foreclosure  
☐ Notice of Sheriff Sale  
☒ Other Complaint  
☐ Writ of Execution

Serve at:  
**1512 Constellation 401**  
**Woodbridge, VA 22191**

Special Instructions Please serve complaint on defendants they are out of the State

Served & Made Known To Helen Koenig

On the 13 day of November, 2001, at 6:25 O'clock P m,

At 1512 Constellation 401 Woodbridge, VA 22191 County of \_\_\_\_\_  
Commonwealth of Virginia, in the manner described below:

☐ Defendant personally served  
☒ Adult family member with whom Defendant(s) reside(s). Relationship is Chris Koenig  
☐ Adult in charge of Defendant(s) residence who refused to give name of relationship.  
☐ Posted Property  
☐ Other \_\_\_\_\_

Description	Age	Height	Weight	Race	Sex
*****					

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M,

Defendant Not Found Because: Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer \_\_\_\_\_ Vacant \_\_\_\_\_ Other \_\_\_\_\_  
Attempts Made & Comments:

\*\*\*\*\*  
Thomas Hunt The undersigned understands that the statements herein set forth  
above are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Thomas Hunt  
Process server/Competent Adult  
Date 11/13/01

\*\*\*\*\*  
RS

**Premier Process Services, LLC**  
**Po Box 8271**  
**Cherry Hill, NJ 08002-02**  
**Phone (856) 262-0474 Fax (856) 740-3651**  
**Verification of Service**

Plaintiff(s):  
 HomeEq Servicing Corporation

Court Term & No.  
 01-1358- CD

Vs.  
 Helen Koenig  
 Scott D. Koenig

County  
 Clearfield

Name of Defendant(s) to Serve:  
 Scott D. Koenig

☒ Civil Action Complaint in Mortgage Foreclosure  
☐ Notice of Sheriff Sale  
☒ Other Complainant  
☐ Writ of Execution

Serve at:  
 1512 Constellation 401  
 Woodbridge, VA 22191

Special Instructions Please serve complaint on defendants they are out of the State

Served & Made Known To Scott D. Koenig

On the 13 day of November, 2001, at 6:25 O'clock P m,

At 1512 Constellation 401, Woodbridge, VA 22191 County of \_\_\_\_\_  
 Commonwealth of Virginia, in the manner described below:

☐ Defendant personally served  
☒ Adult family member with whom Defendant(s) reside(s). Relationship is Chris Koenig  
☐ Adult in charge of Defendant(s) residence who refused to give name of relationship.  
☐ Posted Property  
☐ Other \_\_\_\_\_

Description	Age	Height	Weight	Race	Sex
*****					
On the _____ day of _____, 20____, at _____ o'clock _____ M,					

Defendant Not Found Because: Moved \_\_\_\_\_ Unknown \_\_\_\_\_ No Answer \_\_\_\_\_ Vacant \_\_\_\_\_ Other \_\_\_\_\_  
 Attempts Made & Comments:

\*\*\*\*\*  
Thomas Hunt The undersigned understands that the statements herein set forth  
 above are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Thomas Hunt  
 Process server/Competent Adult

Date 11/13/01

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

HomeEq Servicing Corporation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store  
PLAINTIFF,

v.

Helen Koenig  
Scott D.. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO 01-1358-CD

CIVIL ACTION

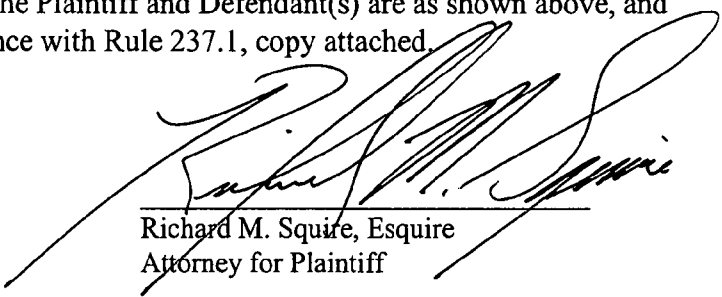
**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against Scott D. Keonig and Helen Koenig, Defendants 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	\$22,288.78
Interest from 08/14/2001 to 1/24/02	\$ 994.30
TOTAL	\$23,283.08

I hereby certify that (1) the addresses of the Plaintiff and 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: 1-31-02

  
PROTHONOTARY

**FILED**

IAN 31 2002

11/2:34 p.m.

William A. Shaw  
Prothonotary

20 pd by  
Attg  
notice to def's  
Statement to Attg

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

HomeEq Servicing Corporation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store  
PLAINTIFF,

v.

Helen Koenig  
Scott D.. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO 01-1358-CD

CIVIL ACTION

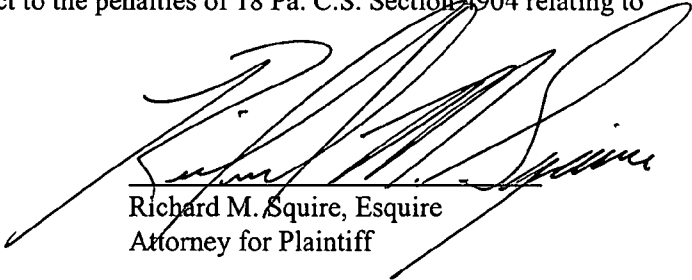
**VERIFICATION OF NON-MILITARY SERVICE**

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 defendants 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 Defendants Scott D. Keonig and Helen Koenig are over 18 years of age and reside at 114 Lingle Street, Osceola Mills, PA 16666.

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

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

**HomeEq Servicing Corporation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store,**

**v.**

**Helen Koenig  
Scott D.. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191**

**Court of Common Pleas**

**Civil Division**

**Clearfield County**

**No. 01-1358-CD**

**To: Helen Koenig  
1512 Constellation 401  
Woodbridge, VA 22191**

**DATE OF NOTICE: January 14, 2002**

**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.  
One Jenkintown Station, Suite 104  
115 West Avenue  
Jenkintown, Pa 19046  
Telephone: 215-886-8790  
Fax: 215-886-8791  
Attorneys for Plaintiff

**HomeEq Servicing Corporation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store,**

**v.**

**Helen Koenig  
Scott D.. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191**

**Court of Common Pleas**

**Civil Division**

**Clearfield County**

**No. 01-1358-CD**

**To: Scott D. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191**

**DATE OF NOTICE: January 14, 2002**

**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**

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

Date 1-31-02

HomeEq Servicing Corporation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store  
PLAINTIFF,

v.

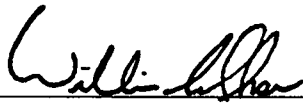
Helen Koenig  
Scott D.. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

DEFENDANTS.

**NOTICE**

**TO:** Helen Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

Pursuant to requirements of Pennsylvania Rules of Civil Procedure, Rule 236, notice is hereby given that on January 31, 2002 a judgment(decree)(order) was entered against you in this office in the proceeding as indicated above.

  
Prothonotary

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

Date Mailed: 1-31-02

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

Date 1-31-02

HomeEq Servicing Corportation, f/k/a TMS  
Mortgage Inc., d/b/a The Money Store  
PLAINTIFF,

v.

Helen Koenig  
Scott D.. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

DEFENDANTS.

**NOTICE**

**TO:** Scott D. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

Pursuant to requirements of Pennsylvania Rules of Civil Procedure, Rule 236, notice is hereby given that on January 31, 2002, a judgment(decree)(order) was entered against you in this office in the proceeding as indicated above.

\_\_\_\_\_  
Prothonotary

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

Date Mailed: 1-31-02

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

HomeEq Servicing Corporation  
Plaintiff(s)

No.: 2001-01358-CD

Real Debt: \$23,283.08

Atty's Comm:

Vs.

Costs: \$

Int. From:

Helen Koenig  
Scott D. Koenig  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 31, 2002

Expires: January 31, 2007

Certified from the record this 31st day of January, 2002

---

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

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

HomeEq Servicing Corporation, f/k/a  
TMS Mortgage Inc., d/b/a The Money  
Store

PLAINTIFF,

v.

Helen Koenig  
Scott D. Koenig

DEFENDANTS.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO01-1358-CD

CIVIL ACTION

**WRIT OF EXECUTION**  
(Mortgage Foreclosure)

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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


(See attached legal description)

AMOUNT DUE	<u>\$23,283.08</u>
INTEREST FROM 01/31/02 to Date of Sale	<u>\$</u>
@6.10 per diem, plus fees and costs	<u>\$</u>
Prothonotary Costs:	\$ 169.00

PROTHONOTARY


Seal of Court

BY:

  
Deputy Prothonotary

Date 3.5.02

RECEIVED MAR 5 2002  
(@ 3:42 PM)

  
by Margaret H. Pitt

Term No. 01-1358-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

HomeEq Servicing Corporation  
Plaintiff,

v.

Helen Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

Scott D.. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

Defendant.

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed: 3.5.02

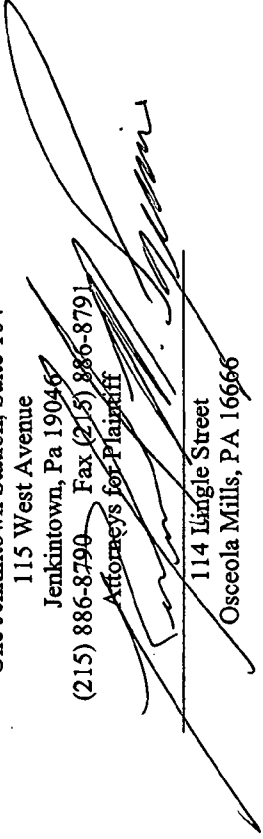
Richard M. Squire, Esquire  
Richard M. Squire & Associates, LLC  
One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, Pa 19046

(215) 886-8790 Fax (215) 886-8791

Attorneys for Plaintiff

  
114 Lingle Street

Osceola Mills, PA 16666

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

Sheriff Docket # 12273

HOMW EQ SERVICING CORP ET AL

01-1358-CD

VS.

KOENIG, HELEN

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, MARCH 27, 2002, AT 2:01 PM O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, JUNE 7, 2002, AT 10:00 AM O'CLOCK.

NOW, MARCH 27, 2002, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND  
COPY OF LEVY BY REGULAR AND CERTIFIED MAIL #7001 1940 0001 9405 9864  
TO SCOTT D. KOENIG, DEFENDANT, AT 1512 CONSTELLATION 401, WOODBRIDGE,  
VA, 22191.

NOW, MARCH 27, 2002, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND  
COPY OF LEVY BY REGULAR AND CERTIFIED MAIL #7001 1940 0001 9405 9857  
TO HELEN KOENIG, DEFENDANT, AT 1512 CONSTELLATION 401, WOODBRIDGE,  
VA, 22191.

NOW, MARCH 30, 2002, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND  
COPY OF LEVY ON CHRIS KOENIG, FOR SCOTT D. KOENIG, DEFENDANT, AT  
1512 CONSTELLATION 401, WOODBRIDGE, VA, 22191, BY CERTIFIED MAIL  
#7001 1940 0001 9405 9864.

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

Sheriff Docket # 12273

HOMW EQ SERVICING CORP ET AL

01-1358-CD

VS.

KOENIG, HELEN

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, MARCH 30, 2002, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON CHRIS KOENIG, FOR HELEN KOENIG, DEFENDANT, AT 1512 CONSTELLATION 401, WOODBRIDGE, VA, 22191, BY CERTIFIED MAIL #7001 1940 0001 9405 9857.

NOW, APRIL 11, 2002, RECEIVED NOTICE FROM BANK THAT PLAINTIFF'S CHECK FOR OUR ADVANCE FEE WAS RETURNED FOR INSUFFICIENT FUNDS.

NOW, APRIL 12, 2002, HAD OUR SOLICITOR, PETER F. SMITH, WRIT A LETTER TO RICHARD SQUIRE ABOUT PROBLEMS WE HAVE HAD WITH HIS OFFICE.

NOW, APRIL 18, 2002, MAILED LETTERS TO THE PROGRESS AND CLEARFIELD COUNTY LEGAL JOURNAL STOPPING ADVERTISING FOR SALE, WE WILL RESCHEDULE SALE WHEN MONEY IS RECEIVED.

NOW, APRIL 19, 2002, MAILED LETTER TO RICHARD SQUIRE, ATTORNEY FOR THE PLAINTIFF, REQUESTING THAT ADVANCE BE SENT THIS OFFICE USING ONLY CASH, MONEY ORDER OR CERTIFIED CHECK. LETTER WAS SENT BY CERTIFIED MAIL #7001 1940 0001 9408 2794.

NOW, APRIL 22, 2002, SERVED LETTER TO RICHARD SQUIRE BY CERTIFIED MAIL #7001 1940 0001 9408 2794, THIS WAS SIGNED BY STEVE KNOWLES.

NOW, MAY 3, 2002, RECEIVED A PHONE CALL FROM ERIC SQUIRE STATING THAT MONEY WILL BE SENT TO COVER SHERIFF COSTS ON SALE AND THAT SALE IS TO BE CANCELLED.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12273

HOMW EQ SERVICING CORP ET AL

01-1358-CD

VS.

KOENIG, HELEN

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 9, 2002, RECEIVED CERTIFIED CHECK #54 03430 IN THE AMOUNT  
OF TWO HUNDRED DOLLARS AND FORTY-TWO CENTS (\$200.42) FOR COSTS  
DUE THIS OFFICE.

NOW, MAY 21, 2002, RETURN WRIT AS NO SALE HELD, PLAINTIFF CANCELLED.  
PAID COSTS FROM MONEY RECEIVED FROM PLAINTIFF.

SHERIFF HAWKINS \$200.42  
SURCHARGE \$ 40.00  
PAID BY PLAINTIFF

FILED

MAY 22 2002

018:50

William A. Shaw  
Prothonotary

Sworn to Before Me This

2nd Day Of May 2002

*William A. Shaw*

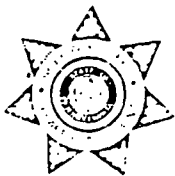
WILLIAM A. SHAW  
Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
by Margaret H. Pratt

Chester A. Hawkins  
Sheriff



# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX  
(814) 765-6000

5415

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

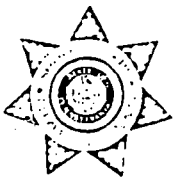
APRIL 17, 2002

Sharon,

Please cancel the ad for HomeEq Servicing Corporation, f/k/a TMS Mortgage Inc., d/b/a The Money Store VS Helen Koenig and Scott D. Koenig, scheduled for the June 7, 2002, sale date.

Thanks,

COPY



# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-~~6000~~

5915

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

APRIL 18, 2002

Cheryl,

Please cancel the ad for HomeEq Servicing Corporation, f/k/a TMS Mortgage Inc., d/b/a The Money Store VS Helen Koenig and Scott D. Koenig, scheduled for June 7, 2002, sale and to be advertised May 2, 9 and 16, 2002.

Thanks,

COPY

REAL ESTATE SALE

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NAME KOENIG

NO 01-1358-CD

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 for the date, time and place of sale at the Court House in Clearfield on the \_\_\_\_\_ day of \_\_\_\_\_ 2002, 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		15.50
LEVY		15.00
MILEAGE		15.50
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE	2.04	<del>4.00</del> + 14.58
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		<del>45.00</del>
ADD'L SERVICE		15.00
DEED		<del>30.00</del>
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING	\$15.00 + 5.00	
BILLING - PHONE - FAX		
MONEY OWED FOR COMPLAINT		8.10
<b>TOTAL SHERIFF COSTS</b>	\$	<b>200.42</b>

## DEED COSTS:

REGISTER & RECORDER	\$	<del>15.50</del>
ACKNOWLEDGEMENT	****	<del>5.00</del>
TRANSFER TAX 2%		
<b>TOTAL DEED COSTS</b>	\$	

## DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 23,283.08
INTEREST 1-31-02 TO DATE OF SALE	
@\$6.10 PER DIEM	

## TOTAL DEBT & INTEREST

\$

## COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$
LATE CHARGES & FEES	\$
TAXES-Collector	\$
TAXES-Tax Claim	\$
COSTS OF SUIT-To Be Added	\$
LIST OF LIENS AND MORTGAGE SEARCH	\$
FORCLOSURE FEES / ESCROW DEFICIT	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$ 200.42
LEGAL JOURNAL AD	\$
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 169.00

## TOTAL COSTS

\$

200.42

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

**THE LAW OFFICE OF MICHAEL J. MILSTEAD, LLC**

By: Eric Meth, Esquire  
Attorney ID#59439  
325 New Albany Road  
Moorestown, NJ 08057  
(856) 222-1508  
Attorneys for Plaintiff

**HomEq Servicing Corporation f/k/a TMS  
Mortgage, Inc. d/b/a The Money Store  
Plaintiff**

**vs.**

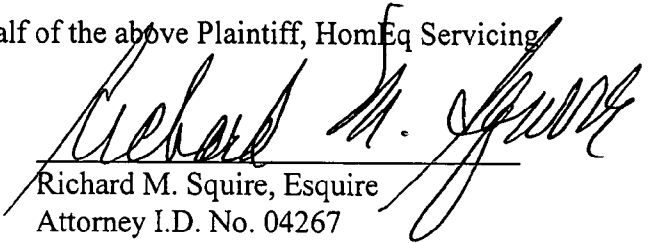
**Helen Koenig  
Scott D. Koenig  
Defendant(s)**

**: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
:  
:  
: No.: 01-1358-CD  
:  
:  
:  
:**

**WITHDRAWAL OF APPEARANCE**

**TO THE COURT:**

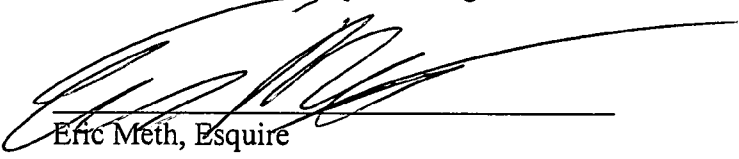
Kindly withdraw my appearance on behalf of the above Plaintiff, HomEq Servicing Corporation, et al.

  
Richard M. Squire, Esquire  
Attorney I.D. No. 04267

**ENTRY OF APPEARANCE**

**TO THE COURT:**

Kindly enter my appearance on behalf of the above Plaintiff, HomEq Servicing Corporation, et al.

  
Eric Meth, Esquire  
Attorney ID No. 59439

**FILED**

NOV 18 2002

William A. Shaw  
Prothonotary

**THE LAW OFFICE OF MICHAEL J. MILSTEAD, LLC**

By: Eric Meth, Esquire  
Attorney ID# 59439  
325 New Albany Road  
Moorestown, New Jersey 08057  
(856) 222-1508  
Attorneys for Plaintiff

---

HomeEq Servicing Corporation, f/k/a	:	<b>COURT OF COMMON PLEAS</b>
TMS Mortgage Inc., d/b/a The Money	:	<b>CLEARFIELD COUNTY</b>
Store	:	
	:	
	:	
<b>Plaintiff</b>	:	
	:	
	:	<b>No. 01-1358-CD</b>
	:	
<b>vs.</b>	:	
	:	
Helen Koenig and	:	
Scott D. Koenig	:	
	:	
<b>Defendant</b>	:	

---

**WITHDRAWAL OF APPEARANCE**

**TO THE COURT:**

Kindly withdrawal my appearance on behalf of the above Plaintiff, HomeEq Servicing Corp., et al.

  
Attorney I.D. No. 01/26/04

**ENTRY OF APPEARANCE**

**TO THE COURT:**

Kindly enter my appearance on behalf of the above Plaintiff, HomeEq Servicing Corp., et al.

**FILED**

NOV 25 2002

William A. Shaw  
Prothonotary

  
Attorney ID No. 59439

HomeEq Servicing Corporation f/k/a TMS  
Mortgage, Inc., d/b/a The Money Store

vs

Helen Koenig and Scott D. Koenig

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

NO. 01-1358-CD

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

FILED

FEB 25 2003

To the Prothonotary:

Issue writ of execution in the above matter,

William A. Shaw  
Prothonotary

(1). directed to the Sheriff of Clearfield County;

(2). against the following property 114 Lingle Street, Osceola Mills, PA 16666 - see  
attached legal description

\_\_\_\_\_ of defendant(s) and

(3). against the following property in the hands of (name) \_\_\_\_\_ garnishee;

(4). and index this writ

(a) against Helen Koenig and Scott D. Koenig

\_\_\_\_\_ defendant(s) and

(b) against \_\_\_\_\_, as garnishee,

as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Specifically describe property)

(If space insufficient, attach extra sheets)

(5). Amount due \$ 23,283.08

Interest from \$ \_\_\_\_\_

Costs (to be added) \_\_\_\_\_

Prothonotary costs \$ 147.00



Attorney for Plaintiff(s)

ERIC METH, ESQ

ALL THAT CERTAIN lot or piece of ground situated in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the Public Road leading from Osceola Mills to Philipsburg, at the corner of Lot No. 1, according to the General Plan of Osceola Borough; thence in a Westerly direction along line of said Lot No. 1, one hundred fifty (150) feet to a post on the line of Millward Alley; thence in a Northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an Easterly direction along the line of Said Lot No. 3, one hundred fifty (150) feet to a post on the Public Road; thence in a Southerly direction along the line of said Public Road, fifty (50) feet to the post and corner of Lot No. 1 and place of beginning. Being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mills, Pennsylvania.

EXCEPTING AND RESERVING nevertheless, all the stone, coal and mineral beneath the surface of the soil, together with the right of free ingress, egress, and regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

SEIZED, taken in execution to be sold as the property of Helen Koenig and Scott D. Koenig, husband and wife at the suit of HomeEq Servicing Corporation, f/k/a TMS Mortgage d/b/a The Money Store.

PARCEL ID NO.: 16-013-377-102

COPY

WRIT OF EXECUTION and/or ATTACHMENT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL, ACTION - LAW

HomeEq Servicing Corporation f/k/a  
TMS Mortgage, Inc. d/b/a The Money  
Store

VS

NO: 01-1358-CD

Helen Koenig and  
Scott D. Koenig

TO THE SHERIFF OF \_\_\_\_\_ COUNTY:

To satisfy the debt, interest and costs due HomeEq Servicing  
Corporation f/k/a TMS Mortgage Inc. d/b/a The Money Store \_\_\_\_\_ PLAINTIFF(S)  
from Helen Koenig and Scott D. Koenig \_\_\_\_\_

DEFENDANT(S)  
(1) You are directed to levy upon the property of the defendant(s) and  
to sell interest(s) therein: 114 Lingle Street, Osceola Mills, PA 16666 - see  
attached legal description

(2) You are also directed to attach the property of the defendant(s) not  
levied upon in the possession of \_\_\_\_\_ GARNISHEE(S) as follows:

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

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

AMOUNT DUE 23,283.08  
INTEREST \_\_\_\_\_

ATTY'S COMM % \_\_\_\_\_

DATE: February 25, 2003

RECEIVED WRIT THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ A.D. 19 \_\_\_\_  
AT \_\_\_\_\_ A.M. P.M.

SHERIFF

ATTORNEY PAID \_\_\_\_\_  
SHERIFF'S COSTS \_\_\_\_\_  
PROTH/COSTS \$147.00  
OTHER COSTS \_\_\_\_\_

PROTHONOTARY/CLERK CIVIL DIVISION  
by: \_\_\_\_\_

Deputy

REQUESTING PARTY:  
NAME: Eric Meth

ALL THAT CERTAIN lot or piece of ground situated in the Borough of Osceola Mills, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the Public Road leading from Osceola Mills to Philipsburg, at the corner of Lot No. 1, according to the General Plan of Osceola Borough; thence in a Westerly direction along line of said Lot No. 1, one hundred fifty (150) feet to a post on the line of Millward Alley; thence in a Northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an Easterly direction along the line of Said Lot No. 3, one hundred fifty(150) feet to a post on the Public Road; thence in a Southerly direction along the line of said Public Road, fifty (50) feet to the post and corner of Lot No. 1 and place of beginning. Being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mills, Pennsylvania.

EXCEPTING AND RESERVING nevertheless, all the stone, coal and mineral beneath the surface of the soil, together with the right of free ingress, egress, an regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

SEIZED, taken in execution to be sold as the property of Helen Koenig and Scott D. Koenig, husband and wife at the suit of HomeEq Servicing Corporation, f/k/a TMS Mortgage d/b/a The Money Store.

PARCEL ID NO.: 16-013-377-102

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

HomeEq Servicing Corporation, f/k/a  
TMS Mortgage Inc., d/b/a The Money  
Store

PLAINTIFF,

v.

Helen Koenig  
Scott D. Koenig

DEFENDANTS.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 01-1358-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

**PRAECIPE FOR WRIT OF EXECUTION**

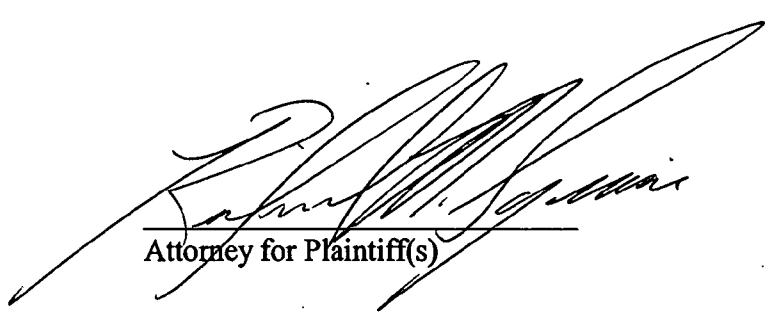
(Mortgage Foreclosure)

To the Prothonotary:

Issue Writ of Execution in the above matter.

Amount Due	\$23,283.08
Interest From 01/31/02 to Date of Sale	\$ _____
@ \$6.10 per diem	\$ _____
* plus fees and costs	

Dated 3.5.02

  
\_\_\_\_\_  
Attorney for Plaintiff(s)

**FILED**

MAR 05 2002

m/10.4/atty Squire  
William A. Shaw ps 20.00  
Prethonotary  
G. Lewis Sheriff  
KCS

No.01-1358-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
HomeEq Servicing Corporation,

v.

Helen Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

Scott D.. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191

Defendant.

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed: 3.5.02

Richard M. Squire, Esquire  
Richard M. Squire & Associates, LLC  
One Jenkintown Station, Suite 104  
115 West Avenue  
Jenkintown, Pa 19045  
(215) 886-8790 Fax (215) 886-8791

Attorneys for Plaintiff

Attorney for Plaintiff(s)

**Richard M. Squire, Esquire**  
**I.D. No. 04267**  
**One Jenkintown Station, Suite 104**  
**115 West Avenue**  
**Jenkintown, Pa 19046**  
**Telephone: 215-886-8790**  
**Fax: 215-886-8791**  
**Attorneys for Plaintiff**

COPY

**HomeEq Servicing Corporation, f/k/a  
TMS Mortgage Inc., d/b/a The Money  
Store**

PLAINTIFF,

**V.**

**Helen Koenig**  
**Scott D. Koenig**

**DEFENDANTS.**

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO01-1358-CD

CIVIL ACTION

# WRIT OF EXECUTION (Mortgage Foreclosure)

**COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD:**

**TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:**

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

(See attached legal description)

**AMOUNT DUE**

**\$23,283.08**

**INTEREST FROM 01/31/02 to Date of Sale**

\$

**@6.10 per diem, plus fees and costs**

\$

Prothonotary Costs:

**\$ 169.00**

**PROTHONOTARY**

Seal of Court

**BY:**

William L. Brown

~~Deputy~~ Prothonotary

Date 3.5.02

Term No. 01-1358-CD

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

**HomeEq Servicing Corporation  
Plaintiff,**

**v.**

**Helen Koenig  
1512 Constellation 401  
Woodbridge, VA 22191**

**Scott D.. Koenig  
1512 Constellation 401  
Woodbridge, VA 22191**

**Defendant.**

**WRIT OF EXECUTION  
(Mortgage Foreclosure)**

Filed: \_\_\_\_\_

**Richard M. Squire, Esquire  
Richard M. Squire & Associates, LLC  
One Jenkintown Station, Suite 104**

**115 West Avenue**

**Jenkintown, Pa 19046**

**(215) 886-8790 Fax (215) 886-8791**

**Attorneys for Plaintiff**

**114 Lingle Street**

**Osceola Mills, PA 16666**

MILSTEAD & ASSOCIATES, LLC  
By: Corina M. Caniz, Esquire  
Attorney ID#83509  
325 New Albany Road  
Moorestown, NJ 08057  
(856) 222-1508  
Attorneys for Plaintiff

HomeEq Servicing Corporation, f/k/a TMS Mortgage  
Inc., d/b/a The Money Store  
Plaintiff

vs.

Helen Koenig and  
Scott D. Koenig  
Defendants

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY

:  
:  
: No.: 01-1358-CD

:  
:  
:  
: AFFIDAVIT PURSUANT TO  
: RULE 3129.2

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD)

I, Corina Caniz, Esquire, of full age, being duly sworn according to law, upon  
my oath, depose and say:

1. I am a member of the firm of Michael J. Milstead, LLC, attorney for the Plaintiff in  
the above entitled cause of action.

2. On June 19, 2003, a copy of the Notice of Sheriff's Sale of Real Property was served  
on the defendant, Helen Koenig and Scott Koenig by certified mail, return receipt requested. A  
copy of the certified cards are attached hereto and made part hereof as Exhibit "A".

3. On or about May 30, 2003, a Notice of Sheriff's Sale was sent to all lien holders of  
record by registered mail, return receipt requested. Copies of the proof of mailings are attached  
hereto and made a part hereof as Exhibit "B".

**FILED**

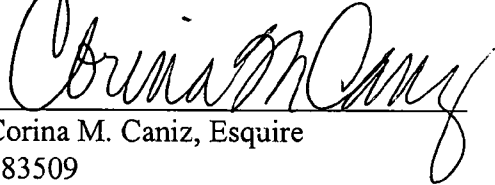
JUL 21 2003

William A. Shaw  
Prothonotary

4. A Notice of Intention to Foreclose Mortgage and a Notice of Homeowners'

Emergency Mortgage Assistance was sent to the defendant by regular and certified mail on June 18, 2001.

Law Office of Michael J. Milstead, LLC

  
Corina M. Caniz, Esquire  
#83509

Sworn and Subscribed to

before me this 16 Day

of July, 2003

  
Notary Public

**DAWN HOFFMAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 1/9/2007**

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Helen Koenig  
2698 Seville Circle  
Woodbridge, VA 22191-3109

## 2. Article Number

(Transfer from service label)

7001 1940 0000 7092 8420

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2506

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *Helen Koenig* ☒ Agent ☐ Addressee

B. Received by (Printed Name) - C. Date of Delivery

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

## 3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Scott D. Koenig  
2698 Seville Circle  
Woodbridge, VA 22191-3109

## 2. Article Number

(Transfer from service label)

7001 1940 0000 7092 8437

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2506

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *Scott D. Koenig* ☒ Agent ☐ Addressee

B. Received by (Printed Name) - C. Date of Delivery

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

## 3. Service Type

☐ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

ME AND ADDRESS OF SENDER  
 Office of Michael J. Milstead, L.L.C.  
 New Albany Road  
 Westtown, NJ 08057

INDICATE TYPE OF MAIL

CHECK APPROPRIATE BLOCK FOR

POSTMARK AND DATE OF RECEIPT

☒ Registered Mail  
☐ Insured  
☐ COD  
☐ Certified Mail  
☐ Express Mail

☐ With Postal Insurance  
☐ Without Postal Insurance

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

Number of Article

Name of Addressee, Street, and Post-Office Address

Postage

Fee

Handling Charge

Act. Value (if Regis.)

Insured Value

Due Sender If C.O.D.

R.R. Fee

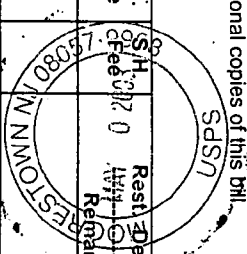
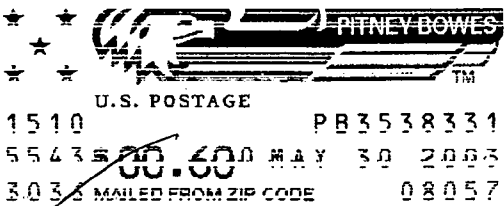
S.D. Fee

S.H. Fee

Rest Del. Fee

Remarks

Occupant  
 114 Lingle Street  
 Osceola Mills, PA 16666  
 Child Support Enforcement Agency /  
 Domestic Relations  
 Clearfield County  
 230 E. Market Street  
 Clearfield, PA 16830



If Number of Articles Listed by Sender

POSTMASTER, PER (Name of receiving employee)

2

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for Registered Mail, \$500 for COD and \$500 for Insured Mail. Special handling charges apply only to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.

FORM 3877

FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL

02-5-0108(1)

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

Sheriff Docket # 13888

HOMEEQ SERVICING CORPORATION F/K/A TMS MORTGAGE, INC. D/B/A 01-1358-CD

VS.

KOENING, SCOTT D.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, APRIL 17, 2003 @ 10:05 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF JUNE 6, 2003 WAS SET

**FILED**  
01/3:40-01  
SEP 25 2003

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, APRIL 21, 2003 MAILED BY REGULAR AND CERTIFIED MAIL, WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY TO 1512 CONSTELLATION 401, WOODBRIDGE, VA 22191.

NOW, APRIL 28, 2003 RECEIVED REGULAR AND CERTIFIED MAIL BACK UNCLAIMED BY THE DEFENDANTS. CERT #700202030000068730811 & 70022030000068730804

NOW, APRIL 29, 2003 MAILED BY REGULAR AND CERTIFIED MAIL, WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY TO 2698 SEVILLE CIRCLE, WOODBRIDGE, VA 22192-3109.

NOW, MAY 28, 2003 RECEIVED A FAX FROM THE PLAINTIFF ATTORNEY TO CONTINUE THE SALE SCHEDULED FOR JUNE 6, 2003 TO AUGUST 1, 2003.

NOW, JUNE 9, 2003 RECEIVED THE CERTIFIED MAIL BACK UNCLAIMED BY THE DEFENDANTS. CERT #70022030000068730835 & 70022030000068730828\_

NOW, JULY 7, 2003 RECEIVED 3129.2 AFFADAVIT FOR SERVICE. THE ATTORNEY ACQUIRED SERVICE BY CERTIFIED MAIL ON JUNE 19, 2003 OF THE NOTICE OF SALE.\_

NOW, JULY 30, 2003 RECEIVED A FAX FROM THE PLAINTIFF ATTORNEY TO\_ PROCEED WITH THE SALE.

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

Sheriff Docket # 13888

HOMEEQ SERVICING CORPORATION F/K/A TMS MORTGAGE, INC. D/B/A 01-1358-CD

VS.

KOENING, SCOTT D.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, AUGUST 1, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.  
THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$3,000.00 + COSTS.

NOW, SEPTEMBER 24, 2003 PAID COSTS FROM THE ADVANCE AND MADE A  
REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

NOW, SEPTEMBER 25, 2003 RETURN WRIT AS A SALE BEING HELD ON THE  
PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE  
PLAINTIFF FOR \$3,000.00 + COSTS.

NOW, SEPTEMBER 25, 2003 A DEED WAS FILED.

SHERIFF HAWKINS \$309.17  
SURCHARGE \$40.00  
PAID BY ATTORNEY

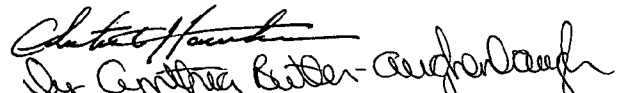
Sworn to Before Me This

25<sup>th</sup> Day Of Sept. 2003



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

So Answers,

  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION and/or ATTACHMENT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL, ACTION - LAW

HomeEq Servicing COrporation f/k/a  
TMS Mortgage, Inc. d/b/a The Money  
Store

vs

NO: 01-1358-CD

Helen Koenig and  
Scott D. Koenig

TO THE SHERIFF OF \_\_\_\_\_ COUNTY:

To satisfy the debt, interest and costs due HomeEq Servicing  
COrporation f/k/a TMS Mortgage Inc. d/b/a The Money Store \_\_\_\_\_ PLAINTIFF(S)  
from Helen Koenig and Scott D. Koenig \_\_\_\_\_ DEFENDANT(S)

(1) You are directed to levy upon the property of the defendant(s) and  
to sell interest(s) therein: 114 Lingle Street, Osceola Mills, PA 16666 - see  
attached legal description

(2) You are also directed to attach the property of the defendant(s) not  
levied upon in the possession of \_\_\_\_\_ GARNISHEE(S) as follows:

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

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

AMOUNT DUE 23,283.08  
INTEREST \_\_\_\_\_  
ATTY'S COMM %

DATE: February 25, 2003

RECEIVED WRIT THIS 26th DAY  
OF February A.D. 2003  
AT 9:00 A.M. P.M.

Chesler A. Humpheys  
SHERIFF By Cynthia Butler Aughenbaugh

ATTORNEY PAID \_\_\_\_\_  
SHERIFF'S COSTS \_\_\_\_\_  
PROTH/COSTS \$147.00  
OTHER COSTS \_\_\_\_\_

Willie L. Hargis  
PROTHONOTARY/CLERK CIVIL DIVISION  
by: \_\_\_\_\_

Deputy-  
REQUESTING PARTY:  
NAME: Eric Meth

ALL THAT CERTAIN lot or piece of ground situated in the Borough of Osceola mills, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on the Public Road leading from Osceola Mills to Philipsburg, at the corner of Lot No. 1, according to eh General Plan of Osceola Borough; thence in a Westerly direction along line of said Lot No. 1, one hundred fifty (150) feet to a post on the line of Millward Alley; thence in a Northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an Easterly direction along the line of Said Lot No. 3, one hundred fifty(150) feet to a post on the Public Road; thence in a Southerly direction along the line of said Public Road, fifty (50) feet to the post and corner of Lot No. 1 and place of beginning. Being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mils, Pennsylvania.

EXCEPTING AND RESERVING nevertheless, all the stone, coal and mineral beneath the surface of the soil, together with the right of free ingress, egress, an regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

SEIZED, taken in execution to be sold as the property of Helen Koenig and Scott D. Koenig, husband and wife at the suit of HomeEq Servicing Corporation, f/k/a TMS Mortgage d/b/a The Money Store.

PARCEL ID NO.: 16-013-377-102

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME KOENIG NO. 01-1358-CD

NOW, August 1, 2003, 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 1ST day of AUGUST 3, I exposed the within described real estate of HELEN KOENIG AND SCOTT D. KOENIG to public venue or outcry at which time and place I sold the same to HOMEEQ SERVICING CORPORATION F/K/A TMS MORTGAGE, INC. D/B/A THE MONEY STORE he/she being the highest bidder, for the sum of \$3,000.00 + COSTS and made the following appropriations, viz:

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	13.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	60.00
POSTAGE	26.17
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	\$3,000.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	20.00
<b>TOTAL SHERIFF COSTS</b>	<b>309.17</b>

## DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.50</b>

## PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	23,283.08
INTEREST	
TO BE ADDED	TO SALE DATE
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>23,283.08</b>

## COSTS:

ADVERTISING	355.95
TAXES - collector	TO 1/04
TAXES - tax claim	PD 9/22/03
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	309.17
LEGAL JOURNAL AD	81.00
PROTHONOTARY	147.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>1,330.82</b>

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

## THE LAW OFFICE OF MICHAEL J. MILSTEAD, LLC

## FACSIMILE TRANSMITTAL SHEET

TO:	Cindy- Real Estate Dept.	FROM:	Wendy Bobo
COMPANY:	Clearfield County Sheriff's Office	DATE:	5/28/2003
FAX NUMBER:	1-814-765-5915	TOTAL NO. OF PAGES INCLUDING COVER:	1
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	02-5-01086
RE:	Koenig Sale	YOUR REFERENCE NUMBER:	Case #01-1358-CD

URGENT FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE RECYCLE

## NOTES/COMMENTS:

Please accept this fax as authorization to postpone the sheriff sale on the above referenced matter from 6/6/03 until 8/1/03. We need to complete service on the lien holders and the defendants.

Thank you for your attention to this matter.

Wendy Bobo

325 NEW ALBANY ROAD, MOORESTOWN, NJ 08057

PHONE: (856) 222-1508

FAX: (856) 222-1580

MILSTEAD & ASSOCIATES, LLC

FACSIMILE TRANSMITTAL SHEET

TO:	Cindy- Real Estate Dept.	FROM:	Lisa Ann Thomas
COMPANY:	Clearfield County Sheriff's Office	DATE:	7/30/2003
FAX NUMBER:	1-814-765-5915	TOTAL NO. OF PAGES INCLUDING COVER:	6
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:	KOENIG Sale	YOUR REFERENCE NUMBER:	Case # 01-1358-CD

URGENT      FOR REVIEW      ☐ PLEASE COMMENT      ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Please find a copy of the 3129.2 Affidavit for the above referenced sheriff's sale showing proof of signed certified mail service for each of the defendants for notice of sale.

Please proceed with the sale as scheduled for Friday. I am contacting Rick Lhota for attendance at the sale on our behalf.

Thank you for your attention to this matter.

325 NEW ALBANY ROAD, MOORESTOWN, NJ 08057

PHONE: (856) 222-1508

FAX: (856) 222-1580

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Helen Koenig  
2698 Seville Circle  
Woodbridge, VA 22191-3109

2. Article Number

(Transfer from service label)

7001 1940 0000 7092 8420

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2501

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Chris Koenig*

B. Received by (Printed Name)

C. Date of Delivery

JUN 19 2001

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

USPS

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Scott D. Koenig  
2698 Seville Circle  
Woodbridge, VA 22191-3109

2. Article Number

(Transfer from service label)

7001 1940 0000 7092 8437

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2501

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Chris Koenig*

B. Received by (Printed Name)

C. Date of Delivery

JUN 19 2001

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

USPS

3. Service Type

☐ Certified Mail ☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

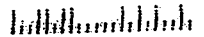


HELEN KOENIG  
1512 CONSTELLATION 401  
WOODBIDGE, VA 22191

*Received  
4-28-03*

KOENS12 221912098 1402 36 09  
FORWARD TIME EXP RTN TO SEND  
KOENIG  
2698 SEVILLE CIR  
WOODBIDGE VA 22192-3109  
RETURN TO SENDER

221912098 1402 36 09



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

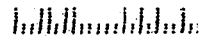
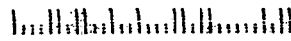


SCOTT D. KOENIG  
1512 CONSTELLATION 401  
WOODBIDGE, VA 22191

*Received  
4-28-03*

KOENS12 221912098 1402 36 09  
FORWARD TIME EXP RTN TO SEND  
KOENIG  
2698 SEVILLE CIR  
WOODBIDGE VA 22192-3109  
RETURN TO SENDER

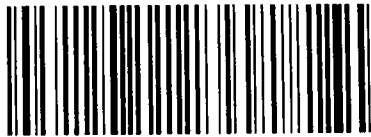
221912098 1402 36 09



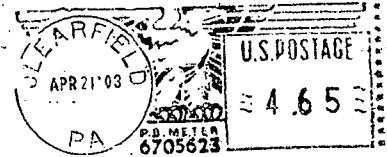


CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED MAIL™



7002 2030 0000 6873 0804



SCOTT D. KOENIG  
1512 CONSTELLATION 401  
WOODBIDGE, VA 22191

KOENIG 221912008 1402 55 04/25/03  
FORWARD TIME EXP RYN TO SEND  
KOENIG  
2698 SEVILLE CIR  
WOODBIDGE VA 22192-3109

RETURN TO SENDER

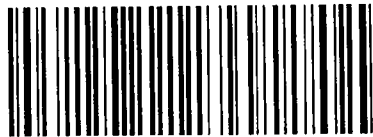
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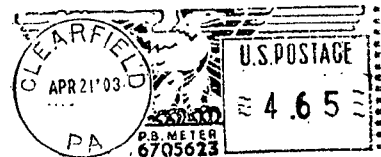
CERTIFIED MAIL™



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7002 2030 0000 6873 0811



HELEN KOENIG  
1512 CONSTELLATION 401  
WOODBIDGE, VA 22191

KOENIG 221912008 1402 55 04/25/03  
FORWARD TIME EXP RYN TO SEND  
KOENIG  
2698 SEVILLE CIR  
WOODBIDGE VA 22192-3109

RETURN TO SENDER

Received  
4-28-03

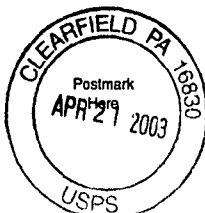
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Certified Fee	
Return Receipt Fee (Endorsement Required)	\$4.65
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Total Postage & Fees	\$ 4.65



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Woodbridge, VA 22191

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or PO Box No. 1512 Constellation 401  
City, State, ZIP+4  
Woodbridge, VA 22191

PS Form 3800, June 2002

See Reverse for Instructions



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

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SCOTT D. KOENIG  
2698 SEVILLE CIRCLE  
WOODBIDGE, VA 22192-3109

LN  
TB  
5-2

5-8  
5-19

Received  
6-9-03

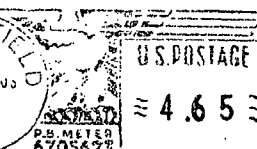
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CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7002 2030 0000 6873 0828



**UNCLAIMED**

HELEN KOENIG  
2698 SEVILLE CIRCLE  
WOODBIDGE, VA 22192-3109

LN  
TB  
5-2

5-8  
5-19

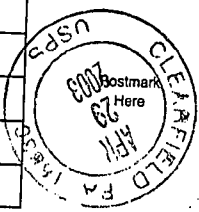
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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



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