

01-1350-CD
HOMEEQ SERVICING CORPORATION et al -vs- HELEN KOENIG et al

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. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus 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.

**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

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 th 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
TOTAL	<u>\$22,288.78</u>

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 11th 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 11th day payment is past due; and (iii) additional attorney's fees hereafter incurred and costs of suit.

RICHARD M. SQUIRE & ASSOCIATES, LLC

By:

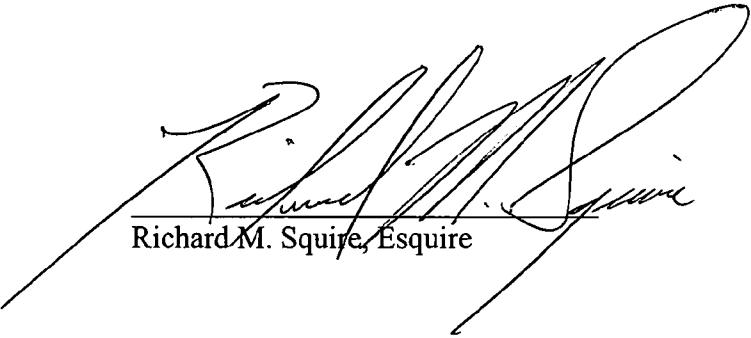
Richard M. Squire, Esquire
7919 Washington Lane
Wyncote, PA 19095
215-886-6354
Attorneys for Plaintiff

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
WOODBRIDGE, 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 NOTIFICAION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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

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 NOTIFICAION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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): 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 you 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
Telephone Number:	Sacramento, CA95853
Fax Number:	800 795-5125 Ext. 10302
	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

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

Prothonotary

FILED

AUG 20 2001

013:53 AM Sheriff

William A. Shaw

Prothonotary

City Square Pd

\$80.00

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

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

AUG 20 2001

Attest.

William S. Shan
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. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus edades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE 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.

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

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:

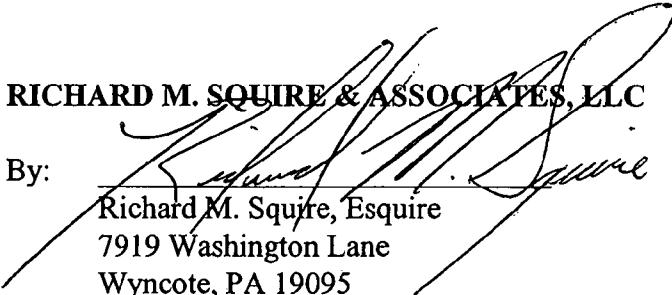
Principal of Mortgage debt due and unpaid	\$19,189.30
Interest due and owing from 03/15/2001 to 08/14/2001 at 11.6%, \$6.10 per diem	927.20
Plus Late Charges of \$14.68 per month, assessed on the 11 th day after payment is due	58.72
NSF Fee	15.00
Corporate Advance	121.28
Escrow Advance	1,017.81
Attorney's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

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 11th 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 11th day payment is past due; and (iii) additional attorney's fees hereafter incurred and costs of suit.

RICHARD M. SQUIRE & ASSOCIATES, LLC

By:

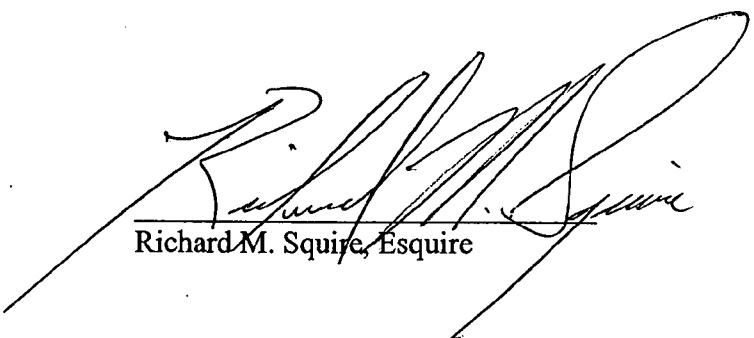

Richard M. Squire, Esquire
7919 Washington Lane
Wyncote, PA 19095
215-886-6354
Attorneys for Plaintiff

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
WOODBRIDGE, 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 NOTIFICAION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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

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 NOTIFICAION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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): 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 you 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
FNUB 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
Telephone Number:	Sacramento, CA95853
Fax Number:	800 795-5125 Ext. 10302
	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

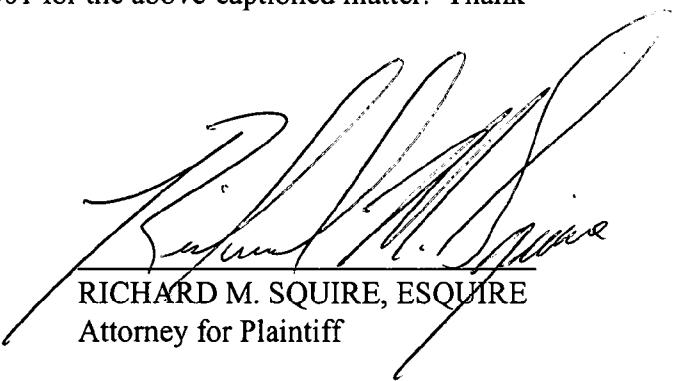
CIVIL ACTION

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

HOME EQ 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
03.19 pm
William A. Shaw
Prothonotary

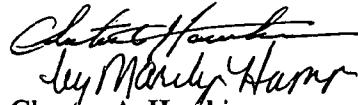


Sworn to Before Me This

15th Day of Oct 2001

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

So Answers,


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 P. 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. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus 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.

**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

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.

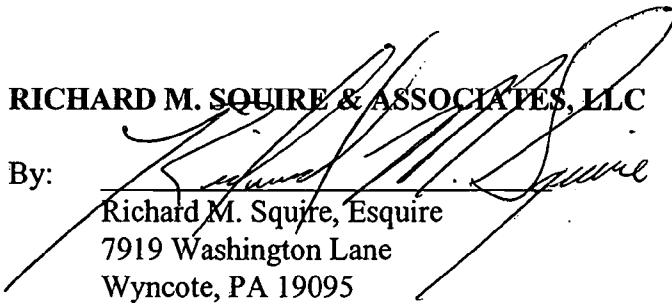
The following amounts are due as of August 14, 2001:

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 th 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
TOTAL	<u>\$22,288.78</u>

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 11th 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 11th day payment is past due; and (iii) additional attorney's fees hereafter incurred and costs of suit.

RICHARD M. SQUIRE & ASSOCIATES, LLC

By: 

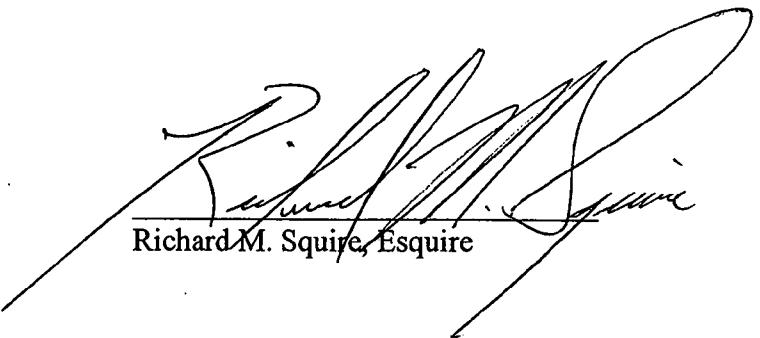
Richard M. Squire, Esquire
7919 Washington Lane
Wyncote, PA 19095
215-886-6354
Attorneys for Plaintiff

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
WOODBRIDGE, 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 NOTIFICAION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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

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 NOTIFICAION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE 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): 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
Telephone Number:	Sacramento, CA95853
Fax Number:	800 795-5125 Ext. 10302
	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
in 12143 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):	Court Term & No.
<u>HomeEq Servicing Corporation</u>	01-1358- CD
Vs.	County
<u>Helen Koenig</u>	Clearfield
<u>Scott D. Koenig</u>	

Name of Defendant(s) to Serve: Helen Koenig

xx 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): <u>HomeEq Servicing Corporation</u>	Court Term & No. <u>01-1358- CD</u>
Vs. <u>Helen Koenig</u> <u>Scott D. Koenig</u>	County <u>Clearfield</u>

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

RS

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

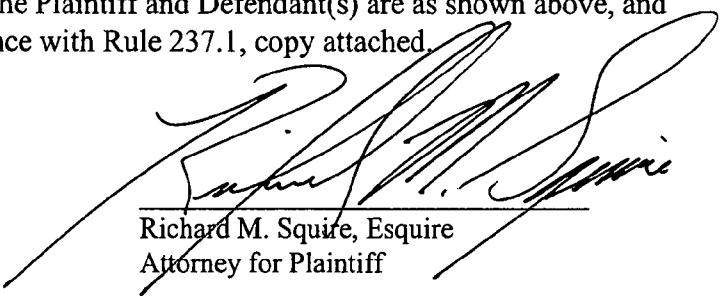
**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against Scott D. Koenig 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

*20 pd by
Attg
notice to let's 1/2/02 3:34 p.m.
Statement to Attg
IAN 31 2002
William A. Shaw
Prothonotary*

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. Koenig 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.

Court of Common Pleas

Civil Division

Clearfield County

No. 01-1358-CD

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

**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.

Court of Common Pleas

Civil Division

Clearfield County

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

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(decrees)(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 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: 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(decrees)(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):

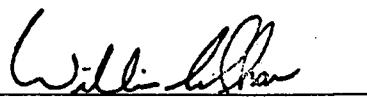
(See attached legal description)

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:	<u>\$ 169.00</u>

PROTHONOTARY

Seal of Court

BY:

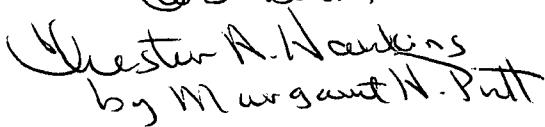


Deputy Prothonotary

Date 3/5/02

RECEIVED MAR 5 2002

(@ 3:42 PM


by M. Margaret N. Pult

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, WOODBRIGDE, 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

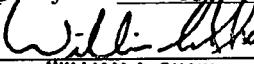
MAY 22 2002

01850


**William A. Shaw
Prothonotary**

Sworn to Before Me This

2nd Day Of May 2002


William A. Shaw

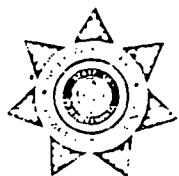
Prothonotary

**My Commission Expires
1st Monday in Jan. 2006**

Clearfield Co., Clearfield, PA

So Answers,


**Chester A. Hawkins
by Margaret H. Pitt
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

MARILYN HAMM
DEPT. CLERK

MARGARET PUTT
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

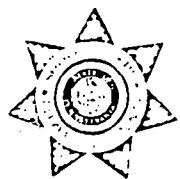
APRIL 17, 2002

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,

Daly
COPY



Sheriff's Office Clearfield County

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

CLEARFIELD COUNTY FAX

(814) 765-6299

5915

CHESTER A. HAWKINS
SHERIFF

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

DARLENE SHULTZ
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

MARGARET PUTT
OFFICE MANAGER

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,

A handwritten signature in cursive ink that appears to read "Cheryl".

CO^{PY}

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION
NAME KOENIG NO 01-1358-CD

REAL ESTATE SALE

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2002, I exposed the within described real estate of _____ to public view 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
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	
RETURNS/DEPUTIZE	
COPIES / BILLING	\$ 15.00 + 5.00
BILLING - PHONE - FAX	
MONEY OWED FOR COMPLAINT	8.10
TOTAL SHERIFF COSTS	\$ 200.42

DEED COSTS:

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

DEBT & INTEREST:

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

TOTAL DEBT & INTEREST

<u>COSTS:</u>	
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	\$
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 OFFICE 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

: **COURT OF COMMON PLEAS**

: **CLEARFIELD COUNTY**

:

: **No.: 01-1358-CD**

:

Helen Koenig

Scott D. Koenig

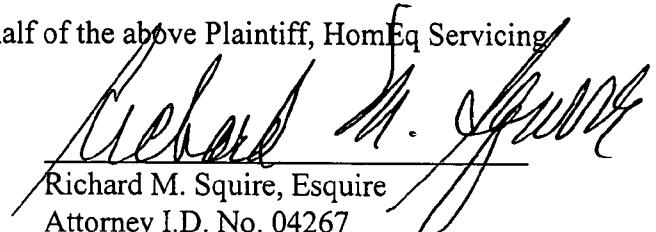
Defendant(s)

:

WITHDRAWAL OF APPEARANCE

TO THE COURT:

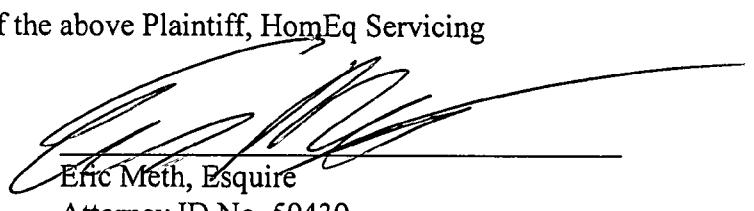
Kindly withdraw my appearance on behalf of the above Plaintiff, HomEq Servicing Corporation, et al.


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

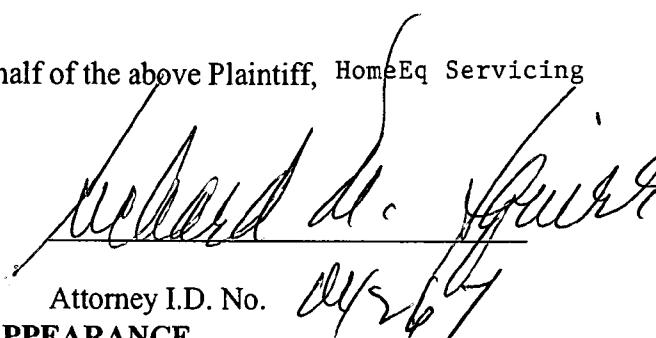
By: Eric Meth, Esquire
Attorney ID# 59439
325 New Albany Road
Moorestown, New Jersey 08057
(856) 222-1508
Attorneys for Plaintiff

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

WITHDRAWAL OF APPEARANCE

TO THE COURT:

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



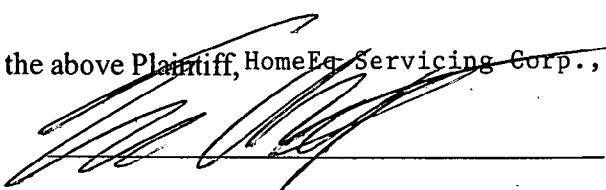
Michael J. Milstead

Attorney I.D. No. 01-1358-CD

ENTRY OF APPEARANCE

TO THE COURT:

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



Michael J. Milstead

Attorney ID No. 59439

NOV 25 2002

William A. Shaw
Prothonotary

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

To the Prothonotary:

FEB 25 2003

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 \$ 117.00

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

WRIT OF EXECUTION and/or ATTACHMENT

COPY

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 _____

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

ATTORNEY PAID

SHERIFF'S COSTS

PROTH/COSTS \$147.00

OTHER COSTS

ATTACHMENT 3 COMM _____

Mr. Allen

Willi Litscher 871

PROTHONOTARY/CLERK CIVIL DIVISION

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

PROTHONOTARY, CLERK CIVIL DIVISION
by:

By: _____
Deputy

REQUESTING PARTY:

NAME: Eric Meth

SHERIFF

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

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

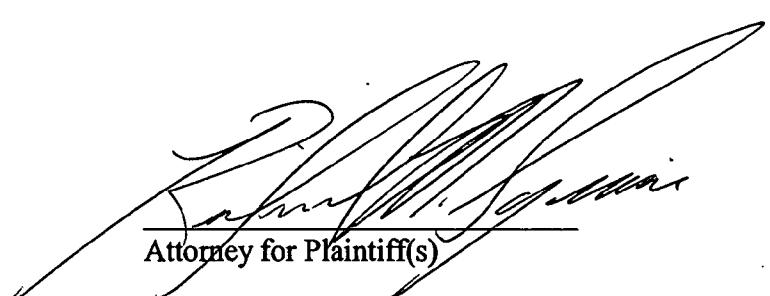
(Mortgage Foreclosure)

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

1104/atty, Squire
William A. Shaw pd 20.00
Prothonotary

Lowrie Sheriff
KOB

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.

PRAECLPICE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed: 3.5.08

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

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
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(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:

Willie L. Brown

Deputy Prothonotary

Date **3.5.02**

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
[Handwritten signature]

114 Single 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	:	COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY
vs.	:	
	:	No.: 01-1358-CD
Helen Koenig and	:	
Scott D. Koenig	:	
Defendants	:	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".

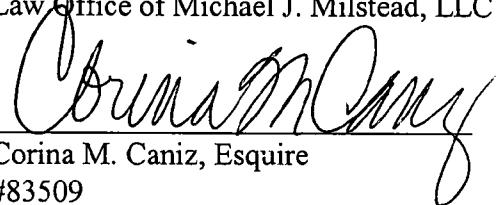
FILED

JUL 21 2003

William A. Shaw
Prothonotary

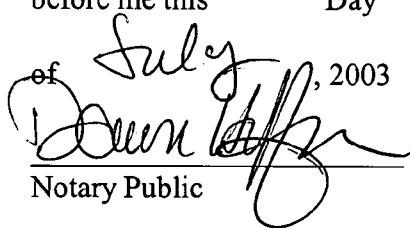
4. A Notice of Intention to Foreclose Mortgage and a Notice of Homeowners' Emergency Mortgage Assistance was sent to the defendant by regular and certified mail on June 18, 2001.

Law Office of Michael J. Milstead, LLC


Corina M. Caniz, Esquire
#83509

Sworn and Subscribed to

before me this 16 Day

of July, 2003

Dawn Hoffman
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

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X *Cris Koenig*

Agent Addressee

B. Received by (Printed Name) S.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

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

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number**

(Transfer from service label)

7001 1940 0000 7092 8420

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-250

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

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X *Cris Koenig*

Agent Addressee

B. Received by (Printed Name) S.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

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

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number**

(Transfer from service label)

7001 1940 0000 7092 8437

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-250

ME AND ADDRESS OF SENIOR
Office of Michael J. Millstead, L.L.C.
New Albany Road
Weststown, NJ 08057

INDICATE TYPE OF MAIL

CHECK APPROPRIATE BLOCK FOR

POSTMARK AND DATE OF RECEIPT

New Albany Road
Weston, NJ 08057

With Postal Insurance

or for additional copies of this bill.
Sd/SN

Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge

Postage Fee Handlim
Charge

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

Postage Fee Handlim
Charge

	Occupant 114 Lingle Street Osceola Mills, PA 16666
	Child Support Enforcement Agency / Domestic Relations Clearfield County 230 E. Market Street Clearfield, PA 16630

If Number of
Lines Listed by
POSMASTER, PER
(Name of receiving empl)

—
oyee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for non-negotiable

for COD, the maximum insuring premium is \$2500 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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13888

HOME EQ 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
10/3/03
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

25th 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
Day: Amitha Butler-Caughran
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. Hawkins

SHERIFF Cynthia Butler Auger-Cough

ATTORNEY PAID

SHERIFF'S COSTS

PROTH/COSTS \$147.00

OTHER COSTS

Willie Auger
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 regres 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
TOTAL SHERIFF COSTS	309.17
DEED COSTS:	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	29.50

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	
TOTAL DEBT & INTEREST	23,283.08
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	
TOTAL COSTS	1,330.82

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

MILSTEAD & ASSOCIATES, LLC

FACSIMILE TRANSMITTAL SHEET

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

URGENT FOR REVIEW PLEASE COMMENT PLEASE RECYCLE

NOTES/COMMENTS:

Please find a copy of the 3129.2 Affadavit 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
3698 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-250

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**

Agent Addressee
Helen Koenig

B. Received by (Printed Name)

JUN 19 2001

C. Date of Delivery

Yes
If YES, enter delivery address below: No

USPS

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
3698 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-250

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**

Agent Addressee
Scott D. Koenig

B. Received by (Printed Name)

JUN 19 2001

C. Date of Delivery

Yes
If YES, enter delivery address below: No

USPS

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



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



HELEN KOENIG
1512 CONSTELLATION 401
WOODBRIDGE, VA 22191

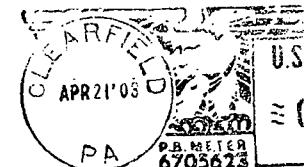
*Received
4-28-03*

KOENIG 221912098 1402 36 04
FORWARD TIME EXP RTN TO SEND
KOENIG
2698 SEVILLE CIR
WOODBRIDGE VA 22192-3109
RETURN TO SENDER

221912098 1402 36 04



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



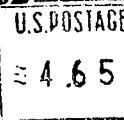
SCOTT D. KOENIG
1512 CONSTELLATION 401
WOODBRIDGE, VA 22191

*Received
4-28-03*

KOENIG 221912098 1402 36 04
FORWARD TIME EXP RTN TO SEND
KOENIG
2698 SEVILLE CIR
WOODBRIDGE VA 22192-3109
RETURN TO SENDER

221912098 1402 36 04

OF THE RETURN ADDRESS FOLLOWS DOTTED LINE
CERTIFIED MAIL™



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

7002 2030 0000 6873 0804

SCOTT D. KOENIG
1512 CONSTELLATION 401
WOODBRIDGE, VA 22191

KOENIG 1512 CONSTELLATION 401 04/25/03
FORWARD TIME EXP RTN TO SEND
KOENIG
2890 SEVILLE CIR
WOODBRIDGE VA 22192-3109

RECEIVED
4-28-03

RETURN TO SENDER

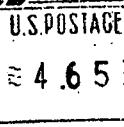
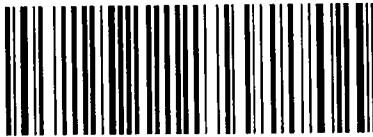
16830/2424



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

7002 2030 0000 6873 0811

CERTIFIED MAIL™



HELEN KOENIG
1512 CONSTELLATION 401
WOODBRIDGE, VA 22191

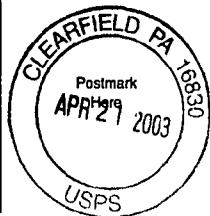
KOENIG 1512 CONSTELLATION 401 04/25/03
FORWARD TIME EXP RTN TO SEND
KOENIG
2890 SEVILLE CIR
WOODBRIDGE VA 22192-3109

RECEIVED
4-28-03

RETURN TO SENDER

22192-3109

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.60
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65
Sent To	
Helen Koenig	
Street, Apt. No., or PO Box No. 1512 Constellation 401	
City, State, ZIP+4 Woodbridge, VA 22191	



U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.60
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65
Sent To	
Scott D. Koenig	
Street, Apt. No., or PO Box No. 1512 Constellation 401	
City, State, ZIP+4 Woodbridge, VA 22191	



CERTIFIED MAIL™**CHESTER A. HAWKINS****SHERIFF**

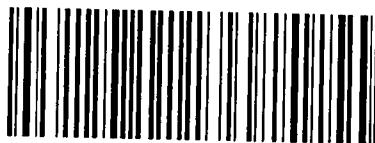
COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

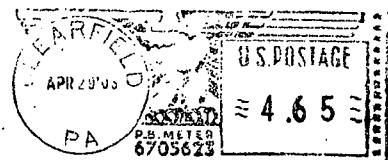
7002 2030 0000 6873 0835

 **UNCLAIMED**SCOTT D. KOENIG
2698 SEVILLE CIRCLE
WOODBRIDGE, VA 22192-3109LN
TB
S-25-8
5-19Received
6-9-03**CERTIFIED MAIL™****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
WOODBRIDGE, VA 22192-3109LN
TB
S-25-8
5-19Received
6/13/03**U.S. Postal Service™****CERTIFIED MAIL™ RECEIPT***(Domestic Mail Only; No Insurance Coverage Provided)*For delivery information visit our website at www.usps.com**OFFICIAL USE**0828
6873
0000
0000
2030
2002

Postage

Certified Fee

Return-Receipt Fee

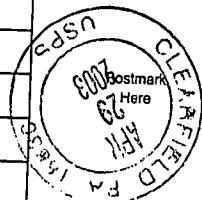
(Endorsement Required)

Restricted Delivery Fee

(Endorsement Required)

Total Postage & Fees

\$ 4.65

**U.S. Postal Service™****CERTIFIED MAIL™ RECEIPT***(Domestic Mail Only; No Insurance Coverage Provided)*For delivery information visit our website at www.usps.com**OFFICIAL USE**0828
6873
0000
0000
2030
2002

Postage

Certified Fee

Return-Receipt Fee

(Endorsement Required)

Restricted Delivery Fee

(Endorsement Required)

Total Postage & Fees

\$ 4.65



Sent To

Scott D. Koenig

Street, Apt. No.,

or PO Box No.

2698 Seville Circle

City, State, ZIP+4

Woodbridge, VA 22192-3109

Sent To

Helen Koenig

Street, Apt. No.,

or PO Box No.

2698 Seville Circle

City, State, ZIP+4

Woodbridge, VA 22192-3109

PS Form 3800, June 2002

See Reverse for Instructions

PS Form 3800, June 2002

See Reverse for Instructions