

01-1015-CD
LASALLE NATIONAL BANK -vs- WILLIAM GRAHAM et al

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

LASALLE NATIONAL BANK,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

COURT OF COMMON PLEAS
CIVIL DIVISION

v.

Plaintiff

TERM

NO. 01. 1815 CO

CLEARFIELD COUNTY

FILED

NOV 02 2001

Defendant(s)

William A. Shaw
Prothonotary

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE
NOTICE

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. **

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

1. Plaintiff is

LASALLE NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

2. The name(s) and last known address(es) of the Defendant(s) are:

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 6/4/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage INSTRUMENT# 199909763. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 11/9/99 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$23,826.34
Interest	4,425.59
10/9/99 through 10/1/01	
(Per Diem \$7.67)	
Attorney's Fees	800.00
Cumulative Late Charges	392.00
6/4/99 to 10/1/01	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$29,993.93
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
TOTAL	
	\$29,993.93

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
 - (ii) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$29,993.93, together with interest from 10/1/01 at the rate of \$7.67 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.


 /s/ Frank Federman
 FRANK FEDERMAN, ESQUIRE
 Attorney for Plaintiff

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: July 18, 2001

TO: William Graham
RR 1 Box 173A Shiloh Road
Woodland, PA 16881

Mary Graham
RR 1 Box 173 A Shiloh Road
Woodland, PA 16881

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): William Graham and Mary Graham
PROPERTY ADDRESS: RR 1 Box 173 A - Woodland, PA 16881
LOAN ACCT. NO.: 0801837980
ORIGINAL LENDER: Alliance Funding, A Division of Superior Bank
CURRENT LENDER/SERVICER: Superior Bank, Servicing Division

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM **YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME** **FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

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

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty three (33) 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 credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty three (33) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty three (33) days of your face-to-face meeting.

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE 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: **RR 1 Box 173 A Shiloh Road - Woodland, PA 16881** 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: Start/End: 11/9/00 thru 7/9/01 at \$340.87 per month.

Monthly Payments Plus Late Charges Accrued	\$3,221.19
NSF:	\$0.00
Inspections:	\$0.00
Other:	\$54.36
(Suspense):	<u>\$239.08</u>
Total amount to cure default	\$3,036.47

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,036.47, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400, Philadelphia, PA 19103-1814, attention: Reinstatement Department.

You can cure any other default by taking the following action within THIRTY THREE (33) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY THREE(33) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. The 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable

costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) 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: Attorney Representing Lender:

FEDERMAN AND PHELAN
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Ste.1400
Philadelphia, PA 19103-1814 (215)563-7000
Contact Person: Janette Mahoney, Reinstatement Dept.

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

EXHIBIT "A"

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty three (33) days from the date of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty three (33) days from the date of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

FEDERMAN AND PHELAN, LLP

Cc: Superior Bank, Servicing Division
Attn: Christine O'Dwyer

Account No.: 0801837980

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number

7106 4575 1294 4769 3343

SENDERS RECORD

Certified Article Number

7106 4575 1294 4769 3329

SENDERS RECORD

EXHIBIT "A"

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES
(REV. 8/00)**

CHESTER COUNTY

Acorn Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866 FAX (215) 375-7830

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.
439 East King Street
Lancaster, PA 17602
(717) 397-5182 or (800) 788-5602 (H.O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

845 Coates Street
Coatesville, PA 19320
(888) 212-6741

American Credit Counseling Institute

144 E. Dekalb Pike
King Of Prussia, PA 19406
(610) 971-2210 FAX (610) 265-4814

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7020

Community Housing Counseling, Inc.
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-3682

Philadelphia Council For Community Adv.
100 North 17th Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 963-9941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 FAX (215) 744-2012

CCCS of Delaware Valley(Marshall Bldg.)
790 E. Market St., Suite 215
West Chester, PA 19382
(215) 563-5665

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9429 FAX (215) 956-6344

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Bader, PA 16001
(412) 282-7812

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

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 FAX (814) 944-5747

CLEARFIELD COUNTY

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657 FAX (724) 465-5118

CCCS of Northeastern PA
1631 South Atherton St, Suite 100
State College, PA 16801
(814) 238-3668 FAX (814) 238-3669

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

BEGINNING at an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey, which point is the southernmost point of the property herein conveyed; thence North forty-eight degrees, nine minutes, three seconds West (N 48°, 09' 03" W) a distance of four hundred five and seven one hundredths feet (405.07') through an iron pin set on the southeastern side of the right-of-way line of Township road T-232 to a point near the center line of said roadway; thence following the center line of said roadway North forty-one degrees, fifty minutes, fifty-seven seconds East (N 41°, 50' 57" E) a distance of three hundred fifty-one and nineteen one-hundredths feet (351.19') to a point; thence still following the center line of said roadway or an existing dirt roadway extending therewith North forty-one degrees, eleven minutes, fifty-three seconds East (N 41°, 11' 53" E) a distance of two hundred thirty-three and ninety-four one hundredths feet (233.94') to a point; thence through an iron pin set on the southeastern side of the right-of-way line of said Township roadway or dirt roadway extending therewith South forty-eight degrees, forty-eight minutes, seven seconds East (S 48°, 48' 07" E) a distance of three hundred and twenty-one and two one hundredths feet (321.02') to an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey; thence South thirty-three degrees, twenty-eight minutes, nine seconds West (S 38°, 28' 09" W) along the line of lands of Lynn H. Forcey and David D. Forcey a distance of five hundred ninety-five and eleven one hundredths feet (595.11') to an iron rebar and the place of beginning. Containing 4.661 acres as shown by a certain survey and sub-division map to be filed or having been filed in conjunction herewith, said survey being dated August 4, 1998 and having been prepared by Curry and Associates Surveyors, and this parcel being designated thereon as Lot 6. Said survey being made a part herewith by reference thereto.

EXCEPTING AND RESERVING therefrom the entire width of the right-of-way of Township road T-232 and also excepting and reserving unto Grantors, their heirs, successors and assigns, both future and past, the right to ingress and egress over Township road T-232 and also over the existing dirt roadway extending therewith, the width of the right-of-way of said dirt roadway being approximately thirty three feet (33'). A similar right to use said Township roadway and the dirt roadway extending therewith nevertheless being also granted unto the Grantees herein.

PREMISES: RR-1-BOX-173A

VERIFICATION

STATEMENT OF ATTORNEY OR COUNSEL FOR PLAINTIFF
RECEIVED

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure is based upon information supplied by Plaintiff and is true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

DATE: 11-1-01

FFO. 7 2002 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Willie
Deputy Prothonotary

FILED

NOV 02 2001

John M. LaFave/Cathy Fiedelman pd \$80.00
William A. Shaw
Prothonotary

2cc Sheriff

FEDERMAN AND PHELAN
BY: FRANK FEDERMAN, ESQUIRE
Identification No. 12248
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

LASALLE NATIONAL BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: Clearfield County

WILLIAM GRAHAM
MARY GRAHAM

: No. 01-1815-CD

Defendants

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure
with reference to the above captioned matter.


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Date: December 17, 2001

KMK, Svc Dept.

FILED

FEB 6 2002

1/8/02/wm
William A. Shaw
Prothonotary

7.00



BY ATTS

1 cent - REINSTATE CONCURING
TO SHERIFFS

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11719

LASALLE NATIONAL BANK

01-1815-CD

VS.
GRAHAM, WILLIAM & MARY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW DECEMBER 10, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO WILLIAM GRAHAM AND MARY GRAHAM, DEFENDANTS. NEVER RECEIVED ADDL. SURCHARGE FROM ATTORNEY.

Return Costs

Cost	Description
19.00	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.
10.00	SURCHARGE PAID BY: atty

Sworn to Before Me This

20th Day Of February 2002
William A. Shaw

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED

FEB 20 2002

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

LASALLE NATIONAL BANK,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

COURT OF COMMON PLEAS
CIVIL DIVISION

v.

Plaintiff

TERM

NO. 01-1815-CO

CLEARFIELD COUNTY

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE
NOTICE

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

Loan #: 0801837980

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

NOV 02 2001

Attest.

*William J. Mohan
Prothonotary*

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

1. Plaintiff is

LASALLE NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

2. The name(s) and last known address(es) of the Defendant(s) are:

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 6/4/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage INSTRUMENT# 199909763. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 11/9/99 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$23,826.34
Interest	4,425.59
10/9/99 through 10/1/01	
(Per Diem \$7.67)	
Attorney's Fees	800.00
Cumulative Late Charges	392.00
6/4/99 to 10/1/01	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$29,993.93
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
TOTAL	\$29,993.93

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
 - (ii) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$29,993.93, together with interest from 10/1/01 at the rate of \$7.67 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

/s/ Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: July 18, 2001

TO: William Graham
RR 1 Box 173A Shiloh Road
Woodland, PA 16881

Mary Graham
RR 1 Box 173 A Shiloh Road
Woodland, PA 16881

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet 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) 780-1369).

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): William Graham and Mary Graham
PROPERTY ADDRESS: RR 1 Box 173 A - Woodland, PA 16881
LOAN ACCT. NO.: 0801837980
ORIGINAL LENDER: Alliance Funding, A Division of Superior Bank
CURRENT LENDER/SERVICER: Superior Bank, Servicing Division

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM **YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME** **FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

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

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty three (33) 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 credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty three (33) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty three (33) days of your face-to-face meeting.

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE 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: RR 1 Box 173 A Shiloh Road - Woodland, PA 16881 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: Start/End: 11/9/00 thru 7/9/01 at \$340.87 per month.

Monthly Payments Plus Late Charges Accrued	\$3,221.19
NSF:	\$0.00
Inspections:	\$0.00
Other:	\$54.36
(Suspense):	<u>\$239.08</u>
Total amount to cure default	\$3,036.47

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,036.47, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400, Philadelphia, PA 19103-1814, attention: Reinstatement Department.

You can cure any other default by taking the following action within THIRTY THREE (33) DAYS of the date of this letter. (Do not use if not applicable). N/A.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY THREE (33) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable

costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) 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: Attorney Representing Lender:

FEDERMAN AND PHELAN
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Ste.1400
Philadelphia, PA 19103-1814 (215)563-7000
Contact Person: Janette Mahoney, Reinstatement Dept.

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

EXHIBIT "A"

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty three (33) days from the date of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty three (33) days from the date of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

FEDERMAN AND PHELAN, LLP

Cc: Superior Bank, Servicing Division
Attn: Christine O'Dwyer

Account No.: 0801837980

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number

7106 4575 1294 4769 3343

SENDERS RECORD

Certified Article Number

7106 4575 1294 4769 3329

SENDERS RECORD

EXHIBIT "A"

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES
(REV. 8/00)**

CHESTER COUNTY

Acorn Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866 FAX (215) 375-7830

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.
439 East King Street
Lancaster, PA 17602
(717) 397-5182 or (800) 788-5602 (H.O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

845 Coates Street
Coatesville, PA 19320
(888) 212-6741

CHESTER COUNTY

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7020

Community Housing Counseling, Inc.
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-3682

Philadelphia Council For Community Adv.
100 North 17th Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 963-9941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 FAX (215) 744-2012

CCCS of Delaware Valley(Marshall Bldg.)
790 E. Market St., Suite 215
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
(412) 282-7812

144 E. Dekalb Pike
King Of Prussia, PA 19406
(610) 971-2210 FAX (610) 265-4814

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9429 FAX (215) 956-6344

CLARION COUNTY

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

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 FAX (814) 944-5747

CLEARFIELD COUNTY

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657 FAX (724) 465-5118

CCCS of Northeastern PA
1631 South Atherton St, Suite 100
State College, PA 16801
(814) 238-3668 FAX (814) 238-3669

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

BEGINNING at an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey, which point is the southernmost point of the property herein conveyed; thence North forty-eight degrees, nine minutes, three seconds West (N 48°, 09', 03" W) a distance of four hundred five and seven one hundredths feet (405.07) through an iron pin set on the southeastern side of the right-of-way line of Township road T-232 to a point near the center line of said roadway; thence following the center line of said roadway North forty-one degrees, fifty minutes, fifty-seven seconds East (N 41°, 50', 57" E) a distance of three hundred fifty-one and nineteen one-hundredths feet (351.19) to a point; thence still following the center line of said roadway or an existing dirt roadway extending therewith North forty-one degrees, eleven minutes, fifty-three seconds East (N 41°, 11', 53" E) a distance of two hundred thirty-three and ninety-four one hundredths feet (233.94) to a point; thence through an iron pin set on the southeastern side of the right-of-way line of said Township roadway or dirt roadway extending therewith South forty-eight degrees, forty-eight minutes, seven seconds East (S 48°, 48', 07" E) a distance of three hundred and twenty-one and two one hundredths feet (321.02') to an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey; thence South thirty-three degrees, twenty-eight minutes, nine seconds West (S 38°, 28', 09" W) along the line of lands of Lynn H. Forcey and David D. Forcey a distance of five hundred ninety-five and eleven one hundredths feet (595.11) to an iron rebar and the place of beginning. Containing 4.661 acres as shown by a certain survey and sub-division map to be filed or having been filed in conjunction herewith, said survey being dated August 4, 1998 and having been prepared by Curry and Associates Surveyors, and this parcel being designated thereon as Lot 6. Said survey being made a part hereof by reference thereto.

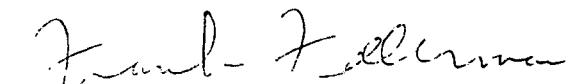
EXCEPTING AND RESERVING therefrom the entire width of the right-of-way of Township road T-232 and also excepting and reserving unto Grantors, their heirs, successors and assigns, both future and past, the right to ingress and egress over Township road T-232 and also over the existing dirt roadway extending therewith, the width of the right-of-way of said dirt roadway being approximately thirty three feet (33'). A similar right to use said Township roadway and the dirt roadway extending therewith nevertheless being also granted unto the Grantees herein.

PREMISES: RR 1 BOX 173A

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure is based upon information supplied by Plaintiff and is true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.



Frank Federman, Esquire
Attorney for Plaintiff

DATE: 11-1-01

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

LASALLE NATIONAL BANK,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

Plaintiff
v.

TERM
NO. 01-1815-CO

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881

CLEARFIELD COUNTY

Defendant(s)

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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

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

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

Loan #: 0801837980

Attest.

William J. Pheasant
Prothonotary

NOV 02 2001

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

1. Plaintiff is

LASALLE NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

2. The name(s) and last known address(es) of the Defendant(s) are:

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 6/4/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage INSTRUMENT# 199909763. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 11/9/99 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$23,826.34
Interest	4,425.59
10/9/99 through 10/1/01	
(Per Diem \$7.67)	
Attorney's Fees	800.00
Cumulative Late Charges	392.00
6/4/99 to 10/1/01	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$29,993.93
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$29,993.93

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
 - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$29,993.93, together with interest from 10/1/01 at the rate of \$7.67 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

/s/ Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: July 18, 2001

TO: William Graham
RR 1 Box 173A Shiloh Road
Woodland, PA 16881

Mary Graham
RR 1 Box 173 A Shiloh Road
Woodland, PA 16881

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet 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) 780-1369).

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): William Graham and Mary Graham
PROPERTY ADDRESS: RR 1 Box 173 A - Woodland, PA 16881
LOAN ACCT. NO.: 0801837980
ORIGINAL LENDER: Alliance Funding, A Division of Superior Bank
CURRENT LENDER/SERVICER: Superior Bank, Servicing Division

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM **YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME** **FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

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

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty three (33) 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 credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty three (33) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty three (33) days of your face-to-face meeting.

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE 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: **RR 1 Box 173 A Shiloh Road - Woodland, PA 16881** 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: Start/End: 11/9/00 thru 7/9/01 at \$340.87 per month.

Monthly Payments Plus Late Charges Accrued	\$3,221.19
NSF:	\$0.00
Inspections:	\$0.00
Other:	\$54.36
(Suspense):	<u>\$239.08</u>
Total amount to cure default	<u>\$3,036.47</u>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): **N/A**

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$3,036.47**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400, Philadelphia, PA 19103-1814, attention: Reinstatement Department.

You can cure any other default by taking the following action within THIRTY THREE (33) DAYS of the date of this letter. (Do not use if not applicable.) **N/A**

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY THREE (33) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable

costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) 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: Attorney Representing Lender:

FEDERMAN AND PHELAN
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Ste.1400
Philadelphia, PA 19103-1814 (215)563-7000
Contact Person: Janette Mahoney, Reinstatement Dept.

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

EXHIBIT "A"

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty three (33) days from the date of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty three (33) days from the date of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

FEDERMAN AND PHELAN, LLP

Cc: Superior Bank, Servicing Division
Attn: Christine O'Dwyer

Account No.: 0801837980

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number

7106 4575 1294 4769 3343

SENDERS RECORD

Certified Article Number

7106 4575 1294 4769 3329

SENDERS RECORD

EXHIBIT "A"

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES
(REV. 8/00)

CHESTER COUNTY

Acorn Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866 FAX (215) 375-7830

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.
439 East King Street
Lancaster, PA 17602
(717) 397-5182 or (800) 788-5602 (H.O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

845 Coates Street
Coatesville, PA 19320
(888) 212-6741

American Credit Counseling Institute

144 E. Dekalb Pike
King Of Prussia, PA 19406
(610) 971-2210 FAX (610) 265-4814

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7020

Community Housing Counseling, Inc.
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-3682

Philadelphia Council For Community Adv.
100 North 17th Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 963-9941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 FAX (215) 744-2012

CCCS of Delaware Valley(Marshall Bldg.)
790 E. Market St., Suite 215
West Chester, PA 19382
(215) 563-5665

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9429 FAX (215) 956-6344

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
(412) 282-7812

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

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 FAX (814) 944-5747

CLEARFIELD COUNTY

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657 FAX (724) 465-5118

CCCS of Northeastern PA
1631 South Atherton St, Suite 100
State College, PA 16801
(814) 238-3668 FAX (814) 238-3669

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

BEGINNING at an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey, which point is the southernmost point of the property herein conveyed; thence North forty-eight degrees, nine minutes, three seconds West (N 48°, 09', 03" W) a distance of four hundred five and seven one hundredths feet (405.07) through an iron pin set on the southeastern side of the right-of-way line of Township road T-232 to a point near the center line of said roadway; thence following the center line of said roadway North forty-one degrees, fifty minutes, fifty-seven seconds East (N 41°, 50', 57" E) a distance of three hundred fifty-one and nineteen one-hundredths feet (351.19) to a point; thence still following the center line of said roadway or an existing dirt roadway extending therewith North forty-one degrees, eleven minutes, fifty-three seconds East (N 41°, 11', 53" E) a distance of two hundred thirty-three and ninety-four one hundredths feet (233.94) to a point; thence through an iron pin set on the southeastern side of the right-of-way line of said Township roadway or dirt roadway extending therewith South forty-eight degrees, forty-eight minutes, seven seconds East (S 48°, 48', 07" E) a distance of three hundred and twenty-one and two one hundredths feet (321.02') to an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey; thence South thirty-three degrees, twenty-eight minutes, nine seconds West (S 33°, 28', 09" W) along the line of lands of Lynn H. Forcey and David D. Forcey a distance of five hundred ninety-five and eleven one hundredths feet (595.11') to an iron rebar and the place of beginning. Containing 4.661 acres as shown by a certain survey and sub-division map to be filed or having been filed in conjunction herewith, said survey being dated August 4, 1998 and having been prepared by Curry and Associates Surveyors, and this parcel being designated thereon as Lot 6. Said survey being made a part hereof by reference thereto.

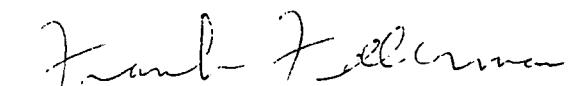
EXCEPTING AND RESERVING therefrom the entire width of the right-of-way of Township road T-232 and also excepting and reserving unto Grantors, their heirs, successors and assigns, both future and past, the right to ingress and egress over Township road T-232 and also over the existing dirt roadway extending therewith, the width of the right-of-way of said dirt roadway being approximately thirty three feet (33'). A similar right to use said Township roadway and the dirt roadway extending therewith nevertheless being also granted unto the Grantees herein.

PREMISES: RR 1 BOX 173A

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure is based upon information supplied by Plaintiff and is true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.



Frank Federman, Esquire
Attorney for Plaintiff

DATE: 11-1-01

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
One Penn Center at Suburban
Station, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

Attorney for Plaintiff

LASALLE NATIONAL BANK,
AS TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED 6/1/99,

SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

vs.

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION
: NO. 01-1815-CD

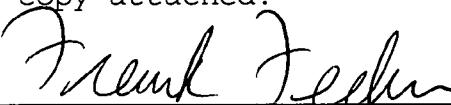
**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against
WILLIAM GRAHAM AND MARY GRAHAM, Defendant(s) for 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 Complaint	\$23,826.34
Interest - 10/1/01 TO 4/5/02	<u>\$ 1,434.29</u>
TOTAL	\$25,260.63

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.


FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 4.17.02


PRO PROTHY

FILED

APR 17 2002

11/2/02/wr

William A. Shaw
Prothonotary

PA 10
20-
BY ATT

NOTICE TO
DEFT!

FEDERMAN AND PHELAN
BY: FRANK FEDERMAN, ESQUIRE
Identification No. 12248
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

LASALLE NATIONAL BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED
6/1/99, SERIES 1999-2

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1815-CD

Plaintiff

vs.

WILLIAM GRAHAM
MARY GRAHAM

Defendant(s)

TO: WILLIAM GRAHAM
RR1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD, A/K/A RD 1,
BOX 173
WOODLAND, PA 16881

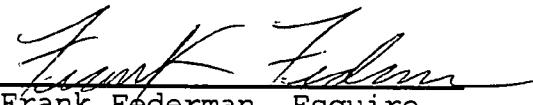
DATE OF NOTICE: MARCH 26, 2002

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed 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:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641


Frank Federman, Esquire
Attorney for Plaintiff

FEDERMAN AND PHELAN
BY: FRANK FEDERMAN, ESQUIRE
Identification No. 12248
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

LASALLE NATIONAL BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED
6/1/99, SERIES 1999-2

: COURT OF COMMON PLEAS
: CIVIL DIVISION
: CLEARFIELD COUNTY
: NO. 01-1815-CD

Plaintiff

vs.

WILLIAM GRAHAM
MARY GRAHAM

Defendant

TO: **MARY GRAHAM**
RR1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD, A/K/A RD 1,
BOX 173
WOODLAND, PA 16881

DATE OF NOTICE: MARCH 26, 2002

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE
INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY
RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS
NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A
DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed 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:

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641


Frank Federman, Esquire
Attorney for Plaintiff

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

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT

DATED 6/1/99, SERIES 1999-2

)
) NO. 01-1815-CD

Plaintiff

vs.

WILLIAM GRAHAM

)

MARY GRAHAM

)

Defendants

Notice is given that a Judgment in the above-captioned matter has been entered against you on April 17, 2002.

By: Jack, DEPUTY

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE

Attorney for Party Filing
One Penn Center at Suburban
Station, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

FEDERMAN AND PHELAN
By: FRANK FEDERMAN
Identification No. 12248
One Penn Center at Suburban
Station, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

Attorney for Plaintiff

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT

DATED 6/1/99, SERIES 1999-2

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

vs.

: NO. 01-1815-CD

WILLIAM GRAHAM
MARY GRAHAM

:

VERIFICATION OF NON-MILITARY SERVICE

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

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

(b) that defendant WILLIAM GRAHAM is over 18 years of age and resides at RR 1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA 16881.

(c) that defendant MARY GRAHAM is over 18 years of age, and resides at RR 1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA 16881.

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


FRANK FEDERMAN, ESQUIRE

PRAECLPICE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

LASALLE NATIONAL BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED
6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

: CLEARFIELD COUNTY
:
: COURT OF COMMON
: PLEAS
:
: CIVIL DIVISION
:
: NO. 01-1815-CD

Plaintiff

vs.

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A, A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

:
:
:
:
:

Defendant(s)

TO THE DIRECTOR OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due \$ 25,260.63

Interest from \$ _____ and Costs
4/6/02 (sale date)
(per diem - \$4.15) PROTHONOTARY \$ 166.00

Frank Federman

FRANK FEDERMAN, ESQUIRE
ONE PENN CENTER AT SUBURBAN STATION
SUITE 1400
PHILADELPHIA, PA 19103
Attorney for Plaintiff

Note: Please attach description of property.

FILED *(Kwan)*

APR 17 2002

PO.

on 12:00pm

20.-

William A. Shaw
Prothonotary

6 WMTS to SHFF

No. 01-1815-CD Term
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 6/1/99, SERIES
1999-2

vs.

WILLIAM GRAHAM
MARY GRAHAM

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Mark Deuler
Attorney for Plaintiff

Address:

RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

Where papers may be served.

- ALL THAT CERTAIN piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey, which point is the southernmost point of the property herein conveyed; thence North forty-eight degrees, nine minutes, three seconds (N 480, 00' 03" W) a distance of four hundred five and seven one hundredths feet (405.07') through an iron pin set on the southeastern side of the right-of-way line of Township road T-232 to a point near the center line of said roadway; thence following the center line of said roadway North forty-one degrees, fifty minutes, fifty-seven seconds East (N 410, 50', 57" E) a distance of three hundred fifty-one and nineteen one-hundredths feet (351.19') to a point; thence still following the center line of said roadway or an existing dirt, roadway extending therefrom North forty-one degrees, eleven minutes, fifty-three seconds East (N 410, 11' 53" E) a distance of two hundred thirty-three and ninety-four one hundredths feet (233.94') to a point; thence through an iron pin set on the southeastern side of the right-of-way line of said Township road way or dirt roadway extending therefrom South forty-eight degrees, forty-eight minutes, seven seconds East (S 480, 48', 07" E) a distance of three hundred and twenty-one and two one hundredths feet (321.02') to an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey; thence South thirty-three degrees, twenty-eight minutes, nine seconds West (S 380.28', 09" W) along the line of lands of Lynn H. Forcey and David D. Forcey a distance of five hundred ninety-five and eleven one hundredths feet (595.11') to an iron rebar and the place of beginning. Containing 4.661 acres as shown by a certain survey and sub-division map to be filed or having been filed in conjunction herewith, said survey being dated August 4, 1998 and having been prepared by Curry and Associates Surveyors, and this parcel being designated thereon as Lot 6. Said survey being made a part hereof by reference thereto.

EXCEPTING AND RESERVING therefrom the entire width of the right-of-way of Township road T-232 and also excepting and reserving unto Grantors, theirs heirs, successors and assigns, both future and past, the right to ingress and egress over Township road T-232 and also over the existing dirt roadway extending therefrom, the width of the right-of-way of said dirt roadway being approximately thirty three feet (33') A similar right to use said Township roadway and the dirt roadway extending therefrom nevertheless being also granted unto the Grantees herein.

ALSO EXCEPTING AND RESERVING unto Grantors, their heirs, successors and assigns, whether future or past, a ten (10) foot permanent easement to support a sewage system staring at the end of the existing culvert of Township road T-232, extending through the property herein being conveyed and continuing near the northeastern edge of the property as shown on the above referenced survey and sub-division map.

FURTHER BEING the same premises designated as Lot 6 on a certain subdivision map dated August 4, 1998 prepared by Curry & Associates to be recorded concurrently herewith.

TAX PARCEL #106-07-0-126

TITLE TO SAID PREMISES IS VESTED IN William Graham and Mary Graham, his wife, by Deed from John David Graham and Barbara Alice Graham, husband and wife, dated 11/16/98, recorded 11/17/98, in Deed Book/Volume 1986, Page 172.

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

LASALLE NATIONAL BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED
6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

Plaintiff

vs.

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A, A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

: CLEARFIELD COUNTY
: COURT OF COMMON
: PLEAS
: CIVIL DIVISION
: NO. 01-1815-CD

:

:

:

Defendant(s)

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 described property below):

Premises RR 1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD,
WOODLAND, PA 16881

(see attached legal description)

Amount Due	\$ 25,260.63
Interest from 4/6/02 (sale date) (per diem - \$4.15)	\$ _____
Total	\$ _____ Plus Costs as endorsed Prothonotary \$ 166.00

Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: _____
(Seal)

No. 01-1815-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 6/1/99, SERIES
1999-2

vs.

WILLIAM GRAHAM
MARY GRAHAM

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs
Office of the Prothonotary

Judge Fee

Cr.

Sat.


Mark Teller

Attorney for Plaintiff

Address:

RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

Where papers may be served.

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BEGINNING at an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey, which point is the southernmost point of the property herein conveyed; thence North forty-eight degrees, nine minutes, three seconds (N 480, 00' 03" W) a distance of four hundred five and seven one hundredths feet (405.07') through an iron pin set on the southeastern side of the right-of-way line of Township road T-232 to a point near the center line of said roadway; thence following the center line of said roadway North forty-one degrees, fifty minutes, fifty-seven seconds East (N 410, 50', 57" E) a distance of three hundred fifty-one and nineteen one-hundredths feet (351.19') to a point; thence still following the center line of said roadway or an existing dirt, roadway extending therefrom North forty-one degrees, eleven minutes, fifty-three seconds East (N 410, 11' 53" E) a distance of two hundred thirty-three and ninety-four one hundredths feet (233.94') to a point; thence through an iron pin set on the southeastern side of the right-of-way line of said Township road way or dirt roadway extending therefrom South forty-eight degrees, forty-eight minutes, seven seconds East (S 480, 48', 07" E) a distance of three hundred and twenty-one and two one hundredths feet (321.02') to an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey; thence South thirty-three degrees, twenty-eight minutes, nine seconds West (S 380.28', 09" W) along the line of lands of Lynn H. Forcey and David D. Forcey a distance of five hundred ninety-five and eleven one hundredths feet (595.11') to an iron rebar and the place of beginning. Containing 4.661 acres as shown by a certain survey and sub-division map to be filed or having been filed in conjunction herewith, said survey being dated August 4, 1998 and having been prepared by Curry and Associates Surveyors, and this parcel being designated thereon as Lot 6. Said survey being made a part hereof by reference thereto.

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TAX PARCEL #106-07-0-126

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WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

LASALLE NATIONAL BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED
6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

Plaintiff

: CLEARFIELD COUNTY
: COURT OF COMMON
: PLEAS
: CIVIL DIVISION
: NO. 01-1815-CD

vs.

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A, A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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Premises RR 1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD,
WOODLAND, PA 16881

(see attached legal description)

Amount Due	\$ 25,260.63
Interest from 4/6/02 (sale date) (per diem - \$4.15)	\$ _____
Total	\$ _____ Plus Costs as endorsed

PROTHONOTARY 166.00

Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: _____
(Seal)

No. 01-1815-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 6/1/99, SERIES
1999-2

vs.

WILLIAM GRAHAM
MARY GRAHAM

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs
Office of the Prothonotary

Judg. Fee

Cr.

Sat.

Address:

Frank Jellner
Attorney for Plaintiff
RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881
RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

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TAX PARCEL #106-07-0-126

TITLE TO SAID PREMISES IS VESTED IN William Graham and Mary Graham, his wife, by Deed from John David Graham and Barbara Alice Graham, husband and wife, dated 11/16/98, recorded 11/17/98, in Deed Book/Volume 1986, Page 172.

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

LaSalle National Bank
Plaintiff(s)

No.: 2001-01815-CD

Real Debt: \$25260.63

Atty's Comm:

Vs.

Costs: \$

Int. From:

William Graham
Mary Graham
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 17, 2002

Expires: April 17, 2007

Certified from the record this April 17, 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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11719

LASALLE NATIONAL BANK

01-1815-CD

VS.

GRAHAM, WILLIAM & MARY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 4, 2002 AT 11:32 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY GRAHAM, DEFENDANT AT RESIDENCE, RR#1 BOX 173A, A/K/A RD#1 BOX 173A, SHILOH ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY GRAHAM A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

NOW MARCH 4, 2002 AT 11:32 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM GRAHAM, DEFENDANT AT RESIDENCE, RR#1 BOX 173A, A/K/A RD#1 BOX 173A, SHILOH ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY GRAHAM, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING

Return Costs

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

FILED

01/25/2002
APR 30 2002
NO CC

✓ William A. Shaw
Prothonotary

Sworn to Before Me This

30th Day Of April 2002
- William A. Shaw

So Answers,

Chester A. Hawkins
by Marilyn Harn
Chester A. Hawkins
Sheriff

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BOULEVARD
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

LASALLE NATIONAL BANK,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

ATTORNEY FOR PLAINTIFF

COPY

COURT OF COMMON PLEAS
CIVIL DIVISION

TERM

NO. *01-1815-CO*

CLEARFIELD COUNTY

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE
NOTICE

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. **

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641

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

FEB 07 2002

We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN

Loan #: 0801837980

FEB 7 2002 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Attest.

Wes. A. R.
Prothonotary/
Clerk of Courts

Wes. A. R.
Deputy Prothonotary

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

1. Plaintiff is

LASALLE NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

2. The name(s) and last known address(es) of the Defendant(s) are:

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 6/4/99 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK, FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage INSTRUMENT# 199909763. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 11/9/99 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith. A copy of such notice is attached as Exhibit "A."

6. The following amounts are due on the mortgage:

Principal Balance	\$23,826.34
Interest 10/9/99 through 10/1/01 (Per Diem \$7.67)	4,425.59
Attorney's Fees	800.00
Cumulative Late Charges 6/4/99 to 10/1/01	392.00
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$29,993.93
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
TOTAL	\$29,993.93

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A."
9. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants, a true and correct copy of which is attached hereto as Exhibit "A"; or
 - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$29,993.93, together with interest from 10/1/01 at the rate of \$7.67 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

/s/ Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: July 18, 2001

TO: William Graham
RR 1 Box 173A Shiloh Road
Woodland, PA 16881

Mary Graham
RR 1 Box 173 A Shiloh Road
Woodland, PA 16881

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet 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) 780-1369).

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): William Graham and Mary Graham
PROPERTY ADDRESS: RR 1 Box 173 A - Woodland, PA 16881
LOAN ACCT. NO.: 0801837980
ORIGINAL LENDER: Alliance Funding, A Division of Superior Bank
CURRENT LENDER/SERVICER: Superior Bank, Servicing Division

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM **YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME** **FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

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

TEMPORARY STAY OF FORECLOSURE-Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty three (33) 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 credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty three (33) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty three (33) days of your face-to-face meeting.

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE 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: RR 1 Box 173 A Shiloh Road - Woodland, PA 16881 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: Start End: 11/9/00 thru 7/9/01 at \$340.87 per month.

Monthly Payments Plus Late Charges Accrued	\$3,221.19
NSF:	\$0.00
Inspections:	\$0.00
Other:	\$54.36
(Suspense):	<u>\$239.08</u>
Total amount to cure default	\$3,036.47

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,036.47, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FEDERMAN AND PHELAN, One Penn Center at Suburban Station, 1617 John F. Kennedy Boulevard, Suite 1400, Philadelphia, PA 19103-1814, attention: Reinstatement Department.

You can cure any other default by taking the following action within THIRTY THREE (33) DAYS of the date of this letter. (Do not use if not applicable.) N/A.

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY THREE (33) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable

costs. If you cure the default within the THIRTY THREE (33) DAY period, you will not be required to pay attorney's fees.

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) 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: Attorney Representing Lender:

FEDERMAN AND PHELAN
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Ste.1400
Philadelphia, PA 19103-1814 (215)563-7000
Contact Person: Janette Mahoney, Reinstatement Dept.

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

EXHIBIT "A"

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty three (33) days from the date of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty three (33) days from the date of this letter, the firm will send you the name and address of the original creditor if different from above.

Very truly yours,

FEDERMAN AND PHELAN, LLP

Cc: Superior Bank, Servicing Division
Attn: Christine O' Dwyer

Account No.: 0801837980

Mailed by 1st Class mail and by certified Mail No:

Certified Article Number

7106 4575 1294 4769 3343

SENDERS RECORD

Certified Article Number

7106 4575 1294 4769 3329

SENDERS RECORD

EXHIBIT "A"

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES
(REV. 8/00)**

CHESTER COUNTY

Acorn Housing Corporation
346 North Broad Street
Philadelphia, PA 19130
(215) 765-1221 FAX (215) 765-1427

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866 FAX (215) 375-7830

HACE
167 W. Allegheny Avenue, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025 FAX (215) 426-9122

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846 FAX (610) 565-8567

Tabor Community Services, Inc.
439 East King Street
Lancaster, PA 17602
(717) 397-5182 or (800) 788-5602 (H.O. only)
FAX (717) 399-4127

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

845 Coates Street
Coatesville, PA 19320
(888) 212-6741

American Credit Counseling Institute

144 E. Dekalb Pike
King Of Prussia, PA 19406
(610) 971-2210 FAX (610) 265-4814

Northwest Counseling Agency
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500 FAX (215) 324-8753

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665 FAX 563-7020

Community Housing Counseling, Inc.
P O. Box 244
Kennett Square, PA 19348
(610) 444-3682 FAX (610) 444-3682

Philadelphia Council For Community Adv.
100 North 17th Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803 FAX (215) 963-9941

Community Devel. Corp. of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990 FAX (215) 744-2012

CCCS of Delaware Valley (Marshall Bldg.)
790 E. Market St., Suite 215
West Chester, PA 19382
(215) 563-5665

755 York Rd., Suite 103
Warminster, PA 18974
(215) 444-9429 FAX (215) 956-6344

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
(412) 282-7812

Keystone Economic Development Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556 FAX (814) 539-1638

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(814) 944-8100 FAX (814) 944-5747

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657 FAX (724) 465-5113

CCCS of Northeastern PA
1631 South Atherton St. Suite 100
State College, PA 16801
(814) 238-3668 FAX (814) 238-3669

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

BEGINNING at an iron rebar set on the line of lands of Lynn H. Forcay and David D. Forcay, which point is the southernmost point of the property herein conveyed; thence North forty-eight degrees, nine minutes, thirty seconds West (N 48°, 09', 30" W) a distance of four hundred five and seven one hundredths feet (405.07) through an iron pin set on the southeastern side of the right-of-way line of Township road T-232 to a point near the center line of said roadway; thence following the center line of said roadway North forty-one degrees, fifty minutes, fifty-seven seconds East (N 41°, 50', 57" E) a distance of three hundred fifty-one and nineteen one-hundredths feet (351.19) to a point; thence still following the center line of said roadway or an existing dirt roadway extending therethrough North forty-one degrees, eleven minutes, fifty-three seconds East (N 41°, 11', 53" E) a distance of two hundred thirty-three and ninety-four one hundredths feet (233.94) to a point; thence through an iron pin set on the southeastern side of the right-of-way line of said Township roadway or dirt roadway extending therethrough South forty-eight degrees, forty-eight minutes, seven seconds East (S 48°, 48', 07" E) a distance of three hundred and twenty-one and two one hundredths feet (321.02) to an iron rebar set on the line of lands of Lynn H. Forcay and David D. Forcay; thence South thirty-three degrees, twenty-eight minutes, nine seconds West (S 33°, 28', 09" W) along the line of lands of Lynn H. Forcay and David D. Forcay a distance of five hundred ninety-five and eleven one hundredths feet (595.11) to an iron rebar and the place of beginning. Containing 4.661 acres as shown by a certain survey and sub-division map to be filed or having been filed in conjunction herewith, said survey being dated August 4, 1998 and having been prepared by Curry and Associates Surveyors, and this parcel being designated theron as Lot 6. Said survey being made a part hereof by reference thereto.

EXCEPTING AND RESERVING therefrom the entire width of the right-of-way of Township road T-232 and also excepting and reserving unto Grantors, their heirs, successors and assigns, both future and past, the right to ingress and egress over Township road T-232 and also over the existing dirt roadway extending therethrough, the width of the right-of-way of said dirt roadway being approximately thirty three feet (33'). A similar right to use said Township roadway and the dirt roadway extending therethrough nevertheless being also granted unto the Grantees herein.

PREMISES: RR 1 BOX 173A

VERIFICATION

FRANK FEDERMAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure is based upon information supplied by Plaintiff and is true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsification to authorities.

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

DATE: 11-1-01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2

Plaintiff)	CIVIL DIVISION
vs.)	
)	
WILLIAM GRAHAM)	
MARY GRAHAM)	NO. 01-1815-CD
Defendant(s))	

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 6/1/99, SERIES 1999-2, Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at RR 1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA 16881.

1. Name and address of owner(s) or reputed owner (s):

WILLIAM GRAHAM

RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

MARY GRAHAM

RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

2. Name and address of defendant(s) in the judgment:

SAME AS ABOVE

FILED

JUL 19 2002
m/a/44/no cc
William A. Shaw
Prothonotary

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Providian Financial 4900 Johnson Drive
Pleasanton, CA 94588

COMNET MORTGAGE SERVICES 2 WEST FAYETTE STREET
NORRISTOWN, PA 19401

4. Name and address of the last recorded holder of every mortgage of record:

PENNA HOUSING
FINANCE AGENCY 2101 NORTH FRONT STREET
HARRISBURG, PA

5. Name and address of every other person who has any record
lien on the property:

NONE

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

CLEARFIELD COUNTY DOMESTIC
RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

COMMONWEALTH OF PA P. O. BOX 2675
DEPT. OF WELFARE HARRISBURG, PA 17105

TENANT/OCCUPANT RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

(Attach separate sheet if more space is needed)

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. #4904 relating to unsworn falsification to authorities.

June 12, 2002
Date

Frank Federman
FRANK FEDERMAN, ESQ.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RE: LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED 6/1/99, SERIES 1999-2

) CIVIL ACTION
)

VS.

WILLIAM GRAHAM) CIVIL DIVISION
MARY GRAHAM) NO. 01-1815-CD

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:

I, FRANK FEDERMAN, ESQUIRE attorney for LASALLE NATIONAL
BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2 hereby verify that on 5/30/02 & 6/12/02 true and
correct copies of the Notice of Sheriff's sale were served by certificate of mailing to the
recorded lienholders, and any known interested party see Exhibit "A" attached hereto.
Notice of Sale was sent to the Defendant(s) on 5/30/02 by certified mail return receipt
requested see Exhibit "B" attached hereto.

DATE: August 9, 2002


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

FILED

AUG 13 2002

W/2:0/0
William A. Shaw
Prothonotary

W/C/C 

Name and
Address
of Sender

FEDERMAN & PHELAN
One Penn Center at Suburban, Suite 1400
Philadelphia, PA 19103

Line	Article Number.	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	*****	Providian Financial 4900 Johnson Drive Pleasanton, CA 94588	61	
2	****			
3	****			
4	****			
5				
6	****			
7	****			
8	****			
9	****			
10	****			
11	****			
12	****			
13	****			
14				
15		RE: Graham TMD		
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	
1				



7160 3901 9844 8034 0119

TO: WILLIAM GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH RD.
WOODLAND, PA 16881

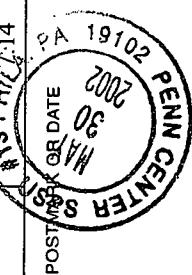
TO: MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH RD.
WOODLAND, PA 16881

SENDER: TEAM 2 NXW
REFERENCE: GRAHAM

PS Form 3800, June 2000	
RETURN RECEIPT SERVICE	Postage 34
Certified Fee	2.10
Return Receipt Fee	1.50
Restricted Delivery	3.20
Total Postage & Fees	113 PHILA 7-14

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage 34 Certified Fee 2.10 Return Receipt Fee 1.50 Restricted Delivery 3.20 Total Postage & Fees 113 PHILA 7-14
US Postal Service	POSTAGE OR DATE 30 MAY 2002 PENN CENTER PA

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTAGE OR DATE
30 MAY 2002
PENN CENTER PA

o Name and
Address
of Sender

FEDERMAN & PHELAN
ONE PENN CENTER, SUBURBAN STATION, SUITE 1400
PHILADELPHIA, PA 19102

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage
1	GMW	TENANT/OCCUPANT RR 1 BOX 173A, A/K/A 173 A SHILOH ROAD WOODLAND, PA 16881	30
2		COMMONWEALTH OF PA DEPT OF WELFARE P.O. BOX 2675 HARRISBURG, PA 17105	.50
3		CLEARFIELD COUNTY DOMESTIC RELATIONS DEPARTMENT CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830	6727654 PA PHILA ADEL
4		COMMET MORTGAGE SERVICES 2 WEST FAYETTE STREET NORRISTOWN, PA 19401	PA PHILA ADEL
5		PENNA HOUSING FINANCE AGENCY 2101 NORTH FRONT STREET HARRISBURG, PA 17110	PA PHILA ADEL
6		RONALD L. COLLINS, ESQUIRE 218 SOUTH SECOND STREET CLEARFIELD, PA 16830	PA PHILA ADEL
7			
8			
9			
10.			
11.		GRAHAM	
Total Number of Pieces Listed by Sender		Postmaster, Per (Name of Receiving Employee)	
		TEAM 2	

AFFIDAVIT OF SERVICE

PLAINTIFF

LASALLE NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2

CLEARFIELD COUNTY
No. 01-1815-CD

DEFENDANT(S)

WILLIAM GRAHAM
MARY GRAHAM

Type of Action
- Notice of Sheriff's Sale

SERVE AT

RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881

Sale Date: July 12, 2002

RUSH

SERVED

Served and made known to William Graham, Defendant, on the 8th day of June, 2002, at 12:28, o'clock P.m., at Residence,

Commonwealth of Pennsylvania, in the manner described below:

- Defendant personally served.
 Adult family member with whom Defendant(s) reside(s). Relationship is wife.
 Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant(s)'s office or usual place of business.
 an officer of said Defendant(s)'s company.
 Other: _____

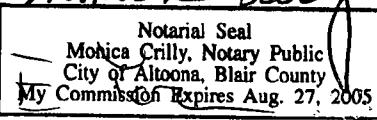
Description: Age 41 Height 5'4" Weight 200 Race W Sex M Other

I, Monica Crilly, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 8th day
of June, 2002

Notary:

By: Monica Crilly



Member, Pennsylvania Association of Notaries

NOT SERVED

On the _____ day of _____, 200____, at _____ o'clock _____.m., Defendant NOT FOUND
because:

_____ Moved _____ Unknown _____ No Answer _____ Vacant

Other:

Sworn to and subscribed
before me this _____ day
of _____, 200 _____.
Notary:

By:

FILED

Loan # 0801837980
Attorney for Plaintiff
 Frank Federman, Esquire - I.D. No. 12248
 One Penn Center at Suburban Station- Suite 1400
 Philadelphia, PA 19103
 (215) 563-7000

AUG 13 2002
 6/1 2:00 PM
 William A. Shaw
 Prothonotary

Two CERT COPIES

John

AFFIDAVIT OF SERVICE

PLAINTIFF

LASALLE NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2

CLEARFIELD COUNTY
No. 01-1815-CD

DEFENDANT(S)

WILLIAM GRAHAM
MARY GRAHAM

Type of Action
- Notice of Sheriff's Sale

SERVE AT

RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881

Sale Date: July 12, 2002

SERVED

Served and made known to May Graham, Defendant, on the 8th day of June, 2002, at 12:25, o'clock P.m., at Resident,

Commonwealth of Pennsylvania, in the manner described below:

- Defendant personally served.
 Adult family member with whom Defendant(s) reside(s). Relationship is _____.
 Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant(s)'s office or usual place of business.
 _____ an officer of said Defendant(s)'s company.
 Other: _____

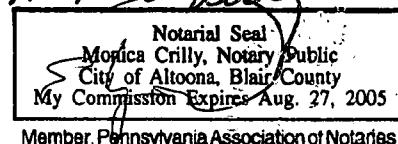
Description: Age 40 Height 52 Weight 113 Race W Sex F Other

I, Monica Crilly, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
before me this 8th day
of June, 2002

Notary:

By:

**NOT SERVED**

On the _____ day of _____, 200____, at _____ o'clock _____.m., Defendant NOT FOUND.
because:

_____ Moved _____ Unknown _____ No Answer _____ Vacant

Other:

Sworn to and subscribed
before me this _____ day
of _____, 200 _____.
Notary:

By:

Loan # 0801837980

Attorney for Plaintiff

Frank Federman, Esquire - I.D. No. 12248
One Penn Center at Suburban Station- Suite 1400
Philadelphia, PA 19103
(215) 563-7000

FILED

AUG 13 2002

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN
ONE PENN CENTER AT SUBURBAN
STATION, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

6X
COURT OF COMMON PLEAS
CIVIL DIVISION
NO: 01-1815-CD

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2

v.

WILLIAM GRAHAM
MARY GRAHAM

CLEARFIELD COUNTY

MOTION FOR POSTPONEMENT OF SHERIFF'S SALE

Plaintiff, by its counsel, Federman and Phelan, petitions this Honorable Court for a TWO month postponement of its Sheriff's Sale scheduled in the above captioned matter and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for OCTOBER 4, 2002.
2. Plaintiff has agreed to possibly modify the mortgage, which would allow the Defendant(s) to cure the mortgage default.
3. A TWO month postponement of the Sheriff's sale will enable Plaintiff and Defendant(s) to complete negotiations.

WHEREFORE, Plaintiff respectfully requests that the Sheriff's Sale of the mortgaged premises be continued to DECEMBER 6, 2002.

FILED

SEP 20 2002

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN

BY: Frank Federman
FRANK FEDERMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

FEDERMAN AND PHELAN
ONE PENN CENTER AT SUBURBAN
STATION, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
NO: 01-1815-CD

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2

v.

WILLIAM GRAHAM
MARY GRAHAM

CLEARFIELD COUNTY

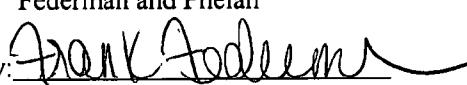
PLAINTIFF'S MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 3129.3 provides for the postponement of a Sheriff's Sale of real property by special order of Court.

In the case sub judicia, a Sheriff's Sale of the mortgaged premises has been scheduled for OCTOBER 4, 2002. However, a TWO month postponement is requested to allow Plaintiff and Defendant(s) to complete negotiations. Inasmuch as the postponement will inure to the benefit of the Defendant(s), Defendant(s) will not be injured by the granting of the relief requested.

Accordingly, Plaintiff respectfully requests a TWO month continuance of the Sheriff's Sale of the mortgaged premises to the Sheriff's Sale.

Respectfully submitted:
Federman and Phelan

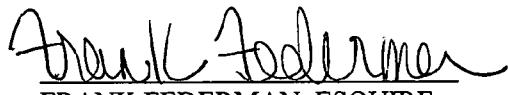
By: 
FRANK FEDERMAN, Esquire
Attorney for Plaintiff

VERIFICATION

Frank Federman, Esquire, hereby states that he is the attorney for the plaintiff in this action, that he is authorized to take this verification, and that the statements made in the foregoing **Motion for Postponement of Sheriff's Sale** are true and correct to the best of his knowledge, information and belief.

The undersigned also understands that this statement herein is made subject to the penalties of 18 Pa. Sec. 4904 relating to unsworn falsification to authorities.

Date September 24, 2002


FRANK FEDERMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

FEDERMAN AND PHELAN
ONE PENN CENTER AT SUBURBAN
STATION, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
NO: 01-1815-CD

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2

v.

WILLIAM GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173A SHILOH ROAD
WOODLAND, PA 16881

MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173A SHILOH ROAD
WOODLAND, PA 16881

CLEARFIELD COUNTY

CERTIFICATION OF SERVICE

I, Frank Federman, Esquire, hereby certify that a copy of the Motion to Postpone
Sheriff's Sale relative to the above matter has been sent to the individuals indicated below on
September 24, 2002.

WILLIAM GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173A SHILOH ROAD
WOODLAND, PA 16881

MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173A SHILOH ROAD
WOODLAND, PA 16881


FRANK FEDERMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED

Sep 1 3 3 8 AM '02
SLIP 26 2002

1cc
ASAP
J
William A. Shaw
Prothonotary
E
FEB

FEDERMAN AND PHELAN
ONE PENN CENTER AT SUBURBAN
STATION, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
NO: 01-1815-CD

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2

v.

WILLIAM GRAHAM
MARY GRAHAM

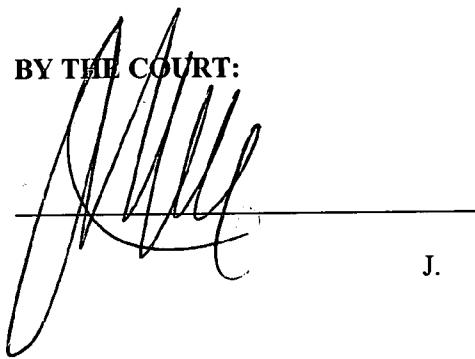
CLEARFIELD COUNTY

ORDER

AND NOW, this 27th day of September, 2002, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby ORDERED that the said sale is extended TWO month(s) to the regularly scheduled CLEARFIELD County Sheriff's Sale dated DECEMBER 6, 2002.

No further advertising or additional notice to lienholder or defendant(s) is required.

BY THE COURT:

A handwritten signature in black ink, appearing to be a stylized 'J' or 'L' shape, is written over a horizontal line. To the right of the signature, the letter 'J.' is handwritten.

FILED

SEP 30 2002

William A. Shaw
Prothonotary

FILED

Oct 30 2002

ICC
Attn: Federman
ICC Staff

William A. Shaw
Prothonotary

WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

LASALLE NATIONAL BANK, AS) CIVIL ACTION - LAW
TRUSTEE UNDER THE POOLING AND)
SERVICING AGREEMENT DATED 6/1/99,) No. 01-1815-CD
SERIES 1999-2,)
Plaintiff,) Type of Pleading:
) MOTION FOR POSTPONEMENT
) OF SHERIFF'S SALE
v.) Filed on behalf of Plaintiff
WILLIAM GRAHAM) Counsel of Record for this Party:
MARY GRAHAM,)
Defendant.) FEDERMAN AND PHELAN
) One Penn Center at Suburban Station
) Suite 1400
) Philadelphia PA 19103-1814
) (215) 569-7000

FILED

NOV 21 2002

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN
ONE PENN CENTER AT SUBURBAN
STATION, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
NO: 01-1815-CD

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2

v.

WILLIAM GRAHAM
MARY GRAHAM

CLEARFIELD COUNTY

ORDER

AND NOW, this 22nd day of November, 2002, after consideration of

Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby

ORDERED that the said sale is extended THREE month(s) to the regularly scheduled

CLEARFIELD County Sheriff's Sale dated MARCH 7, 2003.

No further advertising or additional notice to lienholder or defendant(s) is required.

BY THE COURT:



J.

FILED

NOV 22 2002

William A. Shaw
Prothonotary

FILED

11/19/02
NOV 22 2002

cc
Amy Redman
SAR

William A. Shaw
Prothonotary

FEDERMAN AND PHELAN
ONE PENN CENTER AT SUBURBAN
STATION, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
NO: 01-1815-CD

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT DATED
6/1/99, SERIES 1999-2

v.

WILLIAM GRAHAM
MARY GRAHAM

CLEARFIELD COUNTY

MOTION FOR POSTPONEMENT OF SHERIFF'S SALE

Plaintiff, by its counsel, Federman and Phelan, petitions this Honorable Court for a THREE month postponement of its Sheriff's Sale scheduled in the above captioned matter and in support thereof avers the following:

1. A Sheriff's Sale of the mortgaged property involved herein has been scheduled for DECEMBER 6, 2002.
2. Plaintiff has agreed to possibly modify the mortgage, which would allow the Defendant(s) to cure the mortgage default.
3. A THREE month postponement of the Sheriff's sale will enable Plaintiff and Defendant(s) to complete negotiations.

WHEREFORE, Plaintiff respectfully requests that the Sheriff's Sale of the mortgaged premises be continued to MARCH 7, 2003.

FEDERMAN AND PHELAN

BY: Frank Federman
FRANK FEDERMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

FEDERMAN AND PHELAN
ONE PENN CENTER AT SUBURBAN
STATION, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
NO: 01-1815-CD

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2

v.

WILLIAM GRAHAM
MARY GRAHAM

CLEARFIELD COUNTY

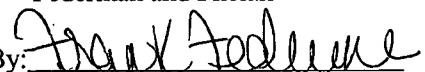
PLAINTIFF'S MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 3129.3 provides for the postponement of a Sheriff's Sale of real property by special order of Court.

In the case sub judicia, a Sheriff's Sale of the mortgaged premises has been scheduled for DECEMBER 6, 2002. However, a THREE month postponement is requested to allow Plaintiff and Defendant(s) to complete negotiations. Inasmuch as the postponement will inure to the benefit of the Defendant(s), Defendant(s) will not be injured by the granting of the relief requested.

Accordingly, Plaintiff respectfully requests a THREE month continuance of the Sheriff's Sale of the mortgaged premises to the MARCH 7, 2003 Sheriff's Sale.

Respectfully submitted:
Federman and Phelan

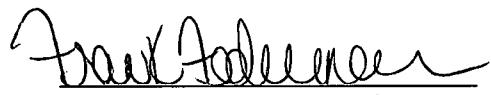
By: 
FRANK FEDERMAN, Esquire
Attorney for Plaintiff

VERIFICATION

Frank Federman, Esquire, hereby states that he is the attorney for the plaintiff in this action, that he is authorized to take this verification, and that the statements made in the foregoing **Motion for Postponement of Sheriff's Sale** are true and correct to the best of his knowledge, information and belief.

The undersigned also understands that this statement herein is made subject to the penalties of 18 Pa. Sec. 4904 relating to unsworn falsification to authorities.

Date: November 19, 2002



FRANK FEDERMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

FEDERMAN AND PHELAN
ONE PENN CENTER AT SUBURBAN
STATION, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
NO: 01-1815-CD

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2

v.

WILLIAM GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173A SHILOH ROAD
WOODLAND, PA 16881

MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173A SHILOH ROAD
WOODLAND, PA 16881

CLEARFIELD COUNTY

CERTIFICATION OF SERVICE

I, Frank Federman, Esquire, hereby certify that a copy of the Motion to Postpone
Sheriff's Sale relative to the above matter has been sent to the individuals indicated below on
November 19, 2002.

WILLIAM GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173A SHILOH ROAD
WOODLAND, PA 16881

MARY GRAHAM
RR 1 BOX 173A,
A/K/A RD 1 BOX 173A SHILOH ROAD
WOODLAND, PA 16881


FRANK FEDERMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12404

LASALLE NATIONAL BANK ETAL

01-1815-CD

VS.
GRAHAM, WILLIAM

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 14, 2003, @ 12:56 P.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 JULY 12, 2002 WAS SET.

FILED

08/4/2003
SEP 24 2003

William A. Shaw
Prothonotary/Clerk of Courts

NOW, MAY 14, 2002 @ 12:56 P.M. O'CLOCK SERVED WILLIAM GRAHAM, DEFENDANT, AT HIS RESIDENCE RR #1, BOX 173A, SHILOH ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY GRAHAM, WIFE/DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, MAY 14, 2003 @ 12:56 P.M. O'CLOCK SERVED MARY GRAHAM, DEFENDANT, AT HER RESIDENCE RR #1, BOX 173A, SHILOH ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY GRAHAM, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 9, 2002 RECEIVED A FAX FROM THE PLAINTIFF ATTORNEY TO CONTINUE THE JULY 12, 2002 SALE TO OCTOBER 4, 2002.

NOW, SEPTEMBER 24, 2002 RECEIVED A FAX FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SALE SCHEDULED FOR OCTOBER 4, 2002 TO DECEMBER 6, 2002 THEY ALSO FAXED A COURT ORDER TO CONTINUE SALE TO DECEMBER 6, 2002 WITHOUT FURTHER ADVERTISING.

NOW, NOVEMBER 19, 2002 RECEIVED A FAX FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE DECEMBER 6, 2002 SALE TO MARCH 7, 2003..

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12404

LASALLE NATIONAL BANK ETAL

01-1815-CD

VS.

GRAHAM, WILLIAM

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 7, 2003 READVERTISED THE PROPERTY FOR SALE.

NOW, MARCH 6, 2003 RECEIVED A FAX FROM THE PLAINTIFF ATTORNEY TO STAY THE SALE SCHEDULED FOR MARCH 7, 2003.

NOW, AUGUST 7, 2003 BILLED ATTORNEY FOR COSTS DUE.

NOW, AUGUST 25, 2003 RECEIVED A CHECK FROM THE ATTORNEY TO PAY THE COSTS.

NOW, SEPTEMBER 23, 2003 PAID COSTS FROM THE ADVANCE AND ATTORNEY CHECK.

NOW, SEPTEMBER 24, 2003 RETURN WRIT AS NO SALE HELD. SALE WAS STAYED BY THE PLAINTIFF ATTORNEY MARCH 6, 2003. RETURN AS TIME EXPIRED.

SHERIFF HAWKINS \$197.42

SURCHARGE \$40.00

PAID BY THE PLAINTIFF.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12404

LASALLE NATIONAL BANK ETAL

01-1815-CD

VS.

GRAHAM, WILLIAM

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

24th Day Of Sept 2003
Will Shaw

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

So Answers,

Chester A. Hawkins
By Cynthia Butterfield
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

LASALLE NATIONAL BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED
6/1/99, SERIES 1999-2
ONE RAMLAND ROAD
ORANGEBURG, NY 10962

Plaintiff

vs.

WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A, A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

: CLEARFIELD COUNTY
: COURT OF COMMON
: PLEAS
: CIVIL DIVISION
: NO. 01-1815-CD

:

:

:

Defendant(s)

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 described property below):

Premises RR 1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD,
WOODLAND, PA 16881

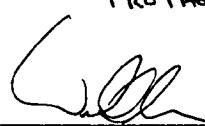
(see attached legal description)

Amount Due	\$ 25,260.63
Interest from 4/6/02 (sale date) (per diem - \$4.15)	\$ _____
Total	\$ _____ Plus Costs as endorsed

PROTHONOTARY 166.00

RECEIVED APR 17 2002

④ 2:41 pm
Wester A. Hawkins
by Margaret W. Pitt


Clerk
Office of Prothonotary
Common Pleas Court of
CLEARFIELD County, PA

Dated: 4-17-02
(Seal)

No. 01-1815-CD Term

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 6/1/99, SERIES
1999-2
vs.

WILLIAM GRAHAM
MARY GRAHAM

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs
Office of the Prothonotary

Judg. Fee

Cr.

Sat.


John Deller
Attorney for Plaintiff

Address:

RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881
RR 1 BOX 173A,
A/K/A RD 1 BOX
173 A SHILOH ROAD
WOODLAND, PA 16881

Where papers may be served.

ALL THAT CERTAIN piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey, which point is the southernmost point of the property herein conveyed; thence North forty-eight degrees, nine minutes, three seconds (N 480, 00' 03" W) a distance of four hundred five and seven one hundredths feet (405.07') through an iron pin set on the southeastern side of the right-of-way line of Township road T-232 to a point near the center line of said roadway; thence following the center line of said roadway North forty-one degrees, fifty minutes, fifty-seven seconds East (N 410, 50', 57" E) a distance of three hundred fifty-one and nineteen one-hundredths feet (351.19') to a point; thence still following the center line of said roadway or an existing dirt roadway extending therefrom North forty-one degrees, eleven minutes, fifty-three seconds East (N 410, 11' 53" E) a distance of two hundred thirty-three and ninety-four one hundredths feet (233.94') to a point; thence through an iron pin set on the southeastern side of the right-of-way line of said Township road way or dirt roadway extending therefrom South forty-eight degrees, forty-eight minutes, seven seconds East (S 480, 48', 07" E) a distance of three hundred and twenty-one and two one hundredths feet (321.02') to an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey; thence South thirty-three degrees, twenty-eight minutes, nine seconds West (S 380.28', 09" W) along the line of lands of Lynn H. Forcey and David D. Forcey a distance of five hundred ninety-five and eleven one hundredths feet (595.11') to an iron rebar and the place of beginning. Containing 4.661 acres as shown by a certain survey and sub-division map to be filed or having been filed in conjunction herewith, said survey being dated August 4, 1998 and having been prepared by Curry and Associates Surveyors, and this parcel being designated thereon as Lot 6. Said survey being made a part hereof by reference thereto.

EXCEPTING AND RESERVING therefrom the entire width of the right-of-way of Township road T-232 and also excepting and reserving unto Grantors, theirs heirs, successors and assigns, both future and past, the right to ingress and egress over Township road T-232 and also over the existing dirt roadway extending therefrom, the width of the right-of-way of said dirt roadway being approximately thirty three feet (33') A similar right to use said Township roadway and the dirt roadway extending therefrom nevertheless being also granted unto the Grantees herein.

ALSO EXCEPTING AND RESERVING unto Grantors, their heirs, successors and assigns, whether future or past, a ten (10) foot permanent easement to support a sewage system starting at the end of the existing culvert of Township road T-232, extending through the property herein being conveyed and continuing near the northeastern edge of the property as shown on the above referenced survey and sub-division map.

FURTHER BEING the same premises designated as Lot 6 on a certain subdivision map dated August 4, 1998 prepared by Curry & Associates to be recorded concurrently herewith.

TAX PARCEL #106-07-0-126

TITLE TO SAID PREMISES IS VESTED IN William Graham and Mary Graham, his wife, by Deed from John David Graham and Barbara Alice Graham, husband and wife, dated 11/16/98, recorded 11/17/98, in Deed Book/Volume 1986, Page 172.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME GRAHAM NO. 01-1815-CD

NOW, , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the day of 2002, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

he/she being the highest bidder, for the sum of appropriations, viz: and made the following

SHERIFF COSTS:

PLAINTIFF COSTS, DEBIT & INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	25,260.63
SERVICE	15.00	INTEREST FROM 4/06/02	
MILEAGE	3.25	TO BE ADDED	TO SALE DATE
LEVY	15.00	ATTORNEY FEES	
MILEAGE	3.25	PROTH. SATISFACTION	
POSTING	15.00	LATE CHARGES & FEES	
CSDS	10.00	COST OF SUIT -TO BE ADDED	
COMMISSION 2%		FORECLOSURE FEES/ESCROW DEFICIT	
POSTAGE	5.92	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED		TOTAL DEBT & INTEREST	25,260.63
ADD'L POSTING			
ADD'L MILEAGE			
ADD'L LEVY		COSTS:	
BID AMOUNT		ADVERTISING	1,025.97
RETURNS/DEPUTIZE		TAXES - collector	
COPIES/BILLING	15.00	TAXES - tax claim	
	10.00	DUE	
BILLING/PHONE/FAX	20.00	LIEN SEARCH	100.00
TOTAL SHERIFF		ACKNOWLEDGEMENT	
COSTS	197.42	DEED COSTS	0.00
DEED COSTS:		SHERIFF COSTS	197.42
ACKNOWLEDGEMENT		LEGAL JOURNAL AD	361.00
REGISTER & RECORDER		PROTHONOTARY	166.00
TRANSFER TAX 2%		MORTGAGE SEARCH	40.00
TOTAL DEED		MUNICIPAL LIEN	
COSTS	0.00	TOTAL COSTS	1,890.39

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

Law Offices
FEDERMAN AND PHELAN, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Daniel.Trautz@fedphe-pa.com

Dan G. Trautz
Judgment Department, Ext. 1298

Representing Lenders in
Pennsylvania and New Jersey

March 6, 2003

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (314) 765-5915

Re: LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2 v. WILLIAM GRAHAM MARY GRAHAM
RRI BOX 173 A
WOODLAND, PA 16881
#01-1815-CD

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for March 7, 2003.

No funds were received in consideration for the stay.

Very truly yours,


Dan G. Trautz

FEDERMAN AND PHELAN, L.L.P
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Telecopier #: (215) 563-5534

Trinity McDaniel
Legal Assistant, Ext. 1280

Representing Lenders in
Pennsylvania and New Jersey

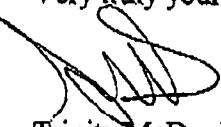
Office of the Sheriff
Clearfield County Courthouse

Re: LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED 6/1/99, SERIES 1999-2
v. WILLIAM GRAHAM and MARY GRAHAM
01-1815-CD

Dear Cindy, 814-765-5915

Our office is trying to obtain an Order of court through a Motion to Postpone Sheriff's sale. We are requesting that the December 6, 2002 sale be postponed until March 7, 2003. We have asked local counsel to present this matter to the court on our behalf.

Very truly yours,



Trinity McDaniel for
Federman and Phelan

/tnid
enclosure

Received
11-19-02

FEDERMAN AND PHELAN, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy
Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
Main Fax 215-563-5534

Trinity McDaniel
Legal Assistant, Ext. 1280

Representing Lenders in
Pennsylvania and New Jersey

September 24, 2002

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: PEGGY (814) 765-5915

Re: LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED 6/1/99, SERIES 1999-2
v. WILLIAM GRAHAM AND MARY GRAHAM
No. 01-1815-CD
Premises: RR 1 BOX 173A,
A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA 16881

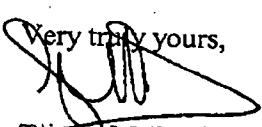
Dear CIndy:

Please postpone the Sheriff's Sale of the above referenced property, which is
scheduled for OCTOBER 4, 2002.

This file is on hold in our office.

The property is to be re-listed for the DECEMBER 6, 2002 Sheriff's Sale.

Very truly yours,


Trinity McDaniel

FEDERMAN AND PHELAN
ONE PENN CENTER AT SUBURBAN
STATION, SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
NO: 01-1815-CD

LASALLE NATIONAL BANK, AS TRUSTEE UNDER
THE POOLING AND SERVICING AGREEMENT
DATED 6/1/99, SERIES 1999-2

v.

WILLIAM GRAHAM
MARY GRAHAM

CLEARFIELD COUNTY

ORDER

AND NOW, this 27th day of September, 2002, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgaged property, it is hereby ORDERED that the said sale is extended TWO month(s) to the regularly scheduled CLEARFIELD County Sheriff's Sale dated DECEMBER 6, 2002.

No further advertising or additional notice to lienholder or defendant(s) is required.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

J.

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

SEP 30 2002

Attest.

William K. Reilly
Prothonotary/
Clerk of Courts

FEDERMAN AND PHELAN, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy
Suite 1400
Philadelphia, PA 19103-1814
215-563-7000
Main Fax 215-563-5534
Trinity.McDaniel@fedphe-pa.com

Trinity McDaniel
Legal Assistant, Ext. 1256

Representing Lenders in
Pennsylvania and New Jersey

July 9, 2002

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: PEGGY (814) 765-5915

Re: LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED 6/1/99, SERIES 1999-2
v. WILLIAM GRAHAM
No. 01-1815-CD
Premises: RR 1 BOX 173A, A/K/A RD 1 BOX 173 A SHILOH ROAD,
WOODLAND, PA 16881

Dear Peggy:

Please postpone the Sheriff's Sale of the above referenced property, which is
scheduled for JULY 12, 2002.

The postponement is necessary due to a forbearance plan.

The property is to be re-listed for the OCTOBER 4, 2002 Sheriff's Sale.

Very truly yours,



Trinity McDaniel

cc: SUPERIOR BANK, SERVICING DIVISION
Attention: FC DEPT.
FileNo. 0801837980

Received
7/9/02

**PRAECIPE FOR WRIT OF EXECUTION--(MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180-3183**

**LASALLE NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2**

vs.

**WILLIAM GRAHAM
MARY GRAHAM**

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

No. 01-1815-CD

**PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	
	<u>\$25,260.63</u>

Interest from 4/5/02 to
Date of Sale (\$4.15 per diem)

147.00 and Costs.
Prothonotary Costs

Frank Federman
Frank Federman, Esquire
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

MLD

FILED

OCT 08 2003
11:00 AM
William A. Shaw
Prothonotary/Clerk of Courts
1 court to 6
1 court + 6 wants to
SHAW

No. 01-1815-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2

vs.

WILLIAM GRAHAM
MARY GRAHAM

PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)


Mark Holman

Attorney for Plaintiff(s)

Address: RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA
16881
RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA
16881
Where papers may be served.

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180 to 3183 and Rule 3257

LASALLE NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2

vs.

WILLIAM GRAHAM
MARY GRAHAM

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 01-1815-CD

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 described property below):

Premises: RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA 16881

(See legal description attached.)

Amount Due	\$ <u>25,260.63</u>
Interest from 4/5/02 to Date of Sale (\$4.15 per diem)	\$ <u>147.00</u> Prothonotary Caster
Total	\$ <u>25,407.63</u> Plus costs as endorsed.

Dated _____
(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:
Deputy

MLD

No. 01-1815-CD

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

LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED 6/1/99, SERIES 1999-2

VS.

WILLIAM GRAHAM
MARY GRAHAM

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$25,260.63</u>
Int. from 4/5/02 to Date of Sale (\$4.15 per diem)	
Costs	
Prothy. Pd.	<u>147.00</u>
Sheriff	

Frank Feldman
Attorney for Plaintiff

Address: RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND,
PA 16881

RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND,
PA 16881

Where papers may be served.

Frank Federman, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ALL THAT CERTAIN piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey; which point is the southernmost point of the property herein conveyed; thence North forty-eight degrees, nine minutes, three seconds (N 480, 00' 03" W) a distance of four hundred five and seven one hundredths feet (405.07') through an iron pin set on the southeastern side of the right-of-way line of Township road T-232 to a point near the center line of said roadway; thence following the center line of said roadway North forty-one degrees, fifty minutes, fifty-seven seconds East (N 410, 50', 57" E) a distance of three hundred fifty-one and nineteen one-hundredths feet (351.19') to a point; thence still following the center line of said roadway or an existing dirt, roadway extending therefrom North forty-one degrees, eleven minutes, fifty-three seconds East (N 410, 11' 53" E) a distance of two hundred thirty-three and ninety-four one hundredths feet (233.94') to a point; thence through an iron pin set on the southeastern side of the right-of-way line of said Township road way or dirt roadway extending therefrom South forty-eight degrees, forty-eight minutes, seven seconds East (S 480, 48', 07" E) a distance of three hundred and twenty-one and two one hundredths feet (321.02') to an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey; thence South thirty-three degrees, twenty-eight minutes, nine seconds West (S 380.28', 09" W) along the line of lands of Lynn H. Forcey and David D. Forcey a distance of five hundred ninety-five and eleven one hundredths feet (595.11') to an iron rebar and the place of beginning. Containing 4.661 acres as shown by a certain survey and sub-division map to be filed or having been filed in conjunction herewith, said survey being dated August 4, 1998 and having been prepared by Curry and Associates Surveyors, and this parcel being designated thereon as Lot 6. Said survey being made a part hereof by reference thereto.

EXCEPTING AND RESERVING therefrom the entire width of the right-of-way of Township road T-232 and also excepting and reserving unto Grantors, theirs heirs, successors and assigns, both future and past, the right to ingress and egress over Township road T-232 and also over the existing dirt roadway extending therefrom, the width of the right-of-way of said dirt roadway being approximately thirty three feet (33') A similar right to use said Township roadway and the dirt roadway extending therefrom nevertheless being also granted unto the Grantees herein.

ALSO EXCEPTING AND RESERVING unto Grantors, their heirs, successors and assigns, whether future or past, a ten (10) foot permanent easement to support a sewage system starting at the end of the existing culvert of Township road T-232, extending through the property herein being conveyed and continuing near the northeastern edge of the property as shown on the above referenced survey and sub-division map.

FURTHER BEING the same premises designated as Lot 6 on a certain subdivision map dated August 4, 1998 prepared by Curry & Associates to be recorded concurrently herewith.

TAX PARCEL # 116-R7-3

TITLE TO SAID PREMISES IS VESTED IN William Graham and Mary Graham, his wife, by Deed from John David Graham and Barbara Alice Graham, husband and wife, dated 11/16/98, recorded 11/17/98, in Deed Book/Volume 1986, Page 172.

LASALLE NATIONAL BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED 6/1/99,
SERIES 1999-2

CLEARFIELD COUNTY

No.: 01-1815-CD

vs.

WILLIAM GRAHAM
MARY GRAHAM

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 6/1/99, SERIES 1999-2, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA 16881:

1. Name and address of Owner(s) or reputed Owner(s):

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
WILLIAM GRAHAM ROAD	RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH WOODLAND, PA 16881
MARY GRAHAM ROAD	RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH WOODLAND, PA 16881

2. Name and address of Defendant(s) in the judgment:

SAME AS ABOVE

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

October 3, 2003

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION,
SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

LASALLE NATIONAL BANK, AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED 6/1/99,
SERIES 1999-2

vs.

WILLIAM GRAHAM
MARY GRAHAM

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

CLEARFIELD COUNTY

No.: 01-1815-CD

FILED
m 1:30 PM
NOV 19 2003

William A. Shaw
Prothonotary/Clerk of Courts
No
cc
E
REC

AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE
PURSUANT TO P.R.C.P., 404(2)/403

FRANK FEDERMAN, ESQUIRE, Attorney for Plaintiff, hereby certifies that service of the NOTICE OF SHERIFF SALE was made by sending a true and correct copy by regular mail to **RONALD L. COLLINS, ESQUIRE.**, Attorney of Record for Defendant(s), **WILLIAM GRAHAM and MARY GRAHAM**, at **218 SOUTH SECOND STREET, CLEARFIELD, PA 16830**, on **11/12/03**.

The undersigned understands that this statement is made subject to the penalties of 18 PA C.S. s 4904 relating to unsworn falsification to authorities.

Frank Federma
FRANK FEDERMAN, ESQUIRE

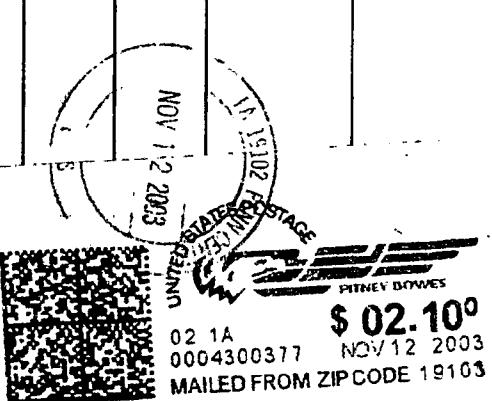
Date: November 14, 2003

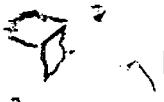
Name and
Address
Of Sender

FEDERMAN AND PHELAN, LLP
One Penn Center at Suburban Station
Philadelphia, PA 19103-1814 Suite 1400
Dan G. Trautz/MLD

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	WILLIAM GRAHAM	Tenant/Occupant, RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA 16881		
2	7319007	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4		PROVIDIAN FINANCIAL 4900 JOHNSON DRIVE PLEASANTON, CA 94588		
5		COMNET MORTGAGE SERVICES 2 WEST FAYETTE STREET NORRISTOWN, PA 19401		
6		PENNA HOUSING FINANCE AGENCY 2101 NORTH FRONT STREET HARRISBURG, PA 17110		
7		RONALD L. COLLINS, ESQUIRE 218 SOUTH SECOND STREET CLEARFIELD, PA 16830		
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$300. The maximum indemnity payable is \$25,000 for registered mail sent with optional insurance. See Domestic Mail Manual \$900.5913 and \$921 for limitations of coverage.





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14716
NO: 01-1815-CD

PLAINTIFF: LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATE
vs.
DEFENDANT: WILLIAM GRAHAM AND MARY GRAHAM

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/08/2003

LEVY TAKEN 11/13/2003 @ 10:30 AM

POSTED 11/13/2003 @ 10:30 AM

SALE HELD 03/05/2004

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED

DATE DEED FILED NOT SOLD

FILED
DQ 54861 NO CC
6K JAN 17 2005

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

11/13/2003 @ 10:30 AM SERVED WILLIAM GRAHAM

SERVED MARY GRAHAM, WIFE/DEFENDANT FOR WILLIAM GRAHAM AT THE RESIDENCE RR 1, BOX 173A
A/K/A RD #1, BOX 173A SHILOH ROAD

11/13/2003 @ 10:30 AM SERVED MARY GRAHAM

SERVED MARY GRAHAM AT THE RESIDENCE RR #1, BOX 173A A/K/A RD #1, BOX 173A SHILOH ROAD,
WOODLAND, CLEARFIELD COUNTY, PA 16881 BY HANDING TO

@ SERVED

NOW, JANUARY 8, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE
SHERIFF SALE TO MARCH 5, 2004.

@ SERVED

NOW, MARCH 2, 2004 RECEIVED FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S
SALE.

@ SERVED

NOW, JANUARY 17, 2005 RETURN WRIT AS PROPERTY NOT SOLD. SHERIFF SALE STAYED BY PLAINTIFF'S
ATTORNEY. TIME EXPIRED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14716
NO: 01-1815-CD

PLAINTIFF: LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATE
VS.
DEFENDANT: WILLIAM GRAHAM AND MARY GRAHAM

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$182.64

SURCHARGE \$40.00 PAID BY

So Answers,



Chester A. Hawkins
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)
Pa.R.C.P. 3180 to 3183 and Rule 3257

LASALLE NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT DATED 6/1/99, SERIES 1999-2

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

WILLIAM GRAHAM
MARY GRAHAM

NO.: 01-1815-CD

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 described property below):

Premises: RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA
16881

(See legal description attached.)

Amount Due

\$25,260.63

Interest from 4/5/02 to

\$

Date of Sale (\$4.15 per diem)

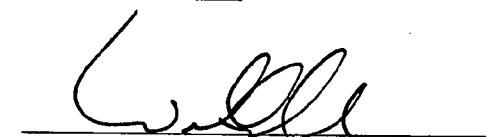
147.00

Prothonotary (or Reg)

Total

\$

Plus costs as endorsed.


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated Oct. 8, 2003

(SEAL)

Received 10-8-03 @ 2:00 PM.
Chester A. Haworth
by Cynthia Bitter-Augustaugh

By:

Deputy

MLD

No. 01-1815-CD

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

LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED 6/1/99, SERIES 1999-2

VS.

WILLIAM GRAHAM
MARY GRAHAM

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	\$25,260.63
Int. from 4/5/02 to Date of Sale (\$4.15 per diem)	
Costs	
Proth. Pd.	147.00
Sheriff	

Frank Feldman
Attorney for Plaintiff

Address: RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND,
PA 16881

RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND,
PA 16881

Where papers may be served.

Frank Federman, Esquire
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ALL THAT CERTAIN piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey; which point is the southernmost point of the property herein conveyed: thence North forty-eight degrees, nine minutes, three seconds (N 480, 00' 03" W) a distance of four hundred five and seven one hundredths feet (405.07') through an iron pin set on the southeastern side of the right-of-way line of Township road T-232 to a point near the center line of said roadway; thence following the center line of said roadway North forty-one degrees, fifty minutes, fifty-seven seconds East (N 410, 50', 57" E) a distance of three hundred fifty-one and nineteen one-hundredths feet (351.19') to a point; thence still following the center line of said roadway or an existing dirt, roadway extending therefrom North forty-one degrees, eleven minutes, fifty-three seconds East (N 410, 11' 53" E) a distance of two hundred thirty-three and ninety-four one hundredths feet (233.94') to a point; thence through an iron pin set on the southeastern side of the right-of-way line of said Township road way or dirt roadway extending therefrom South forty-eight degrees, forty-eight minutes, seven seconds East (S 480, 48', 07" E) a distance of three hundred and twenty-one and two one hundredths feet (321.02') to an iron rebar set on the line of lands of Lynn H. Forcey and David D. Forcey; thence South thirty-three degrees, twenty-eight minutes, nine seconds West (S 380.28', 09" W) along the line of lands of Lynn H. Forcey and David D. Forcey a distance of five hundred ninety-five and eleven one hundredths feet (595.11') to an iron rebar and the place of beginning. Containing 4.661 acres as shown by a certain survey and sub-division map to be filed or having been filed in conjunction herewith, said survey being dated August 4, 1998 and having been prepared by Curry and Associates Surveyors, and this parcel being designated thereon as Lot 6. Said survey being made a part hereof by reference thereto.

EXCEPTING AND RESERVING therefrom the entire width of the right-of-way of Township road T-232 and also excepting and reserving unto Grantors, theirs heirs, successors and assigns, both future and past, the right to ingress and egress over Township road T-232 and also over the existing dirt roadway extending therefrom, the width of the right-of-way of said dirt roadway being approximately thirty three feet (33') A similar right to use said Township roadway and the dirt roadway extending therefrom nevertheless being also granted unto the Grantees herein.

ALSO EXCEPTING AND RESERVING unto Grantors, their heirs, successors and assigns, whether future or past, a ten (10) foot permanent easement to support a sewage system staring at the end of the existing culvert of Township road T-232, extending through the property herein being conveyed and continuing near the northeastern edge of the property as shown on the above referenced survey and sub-division map.

FURTHER BEING the same premises designated as Lot 6 on a certain subdivision map dated August 4, 1998 prepared by Curry & Associates to be recorded concurrently herewith.

TAX PARCEL # 116-R7-3

TITLE TO SAID PREMISES IS VESTED IN William Graham and Mary Graham, his wife, by
Deed from John David Graham and Barbara Alice Graham, husband and wife, dated 11/16/98,
recorded 11/17/98, in Deed Book/Volume 1986, Page 172.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME WILLIAM GRAHAM

NO. 01-1815-CD

NOW, January 15, 2005, 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 March 05, 2004, I exposed the within described real estate of William Graham And Mary Graham to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	3.60
LEVY	15.00
MILEAGE	3.60
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$181.64

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	25,260.63
INTEREST @ 4.1500	2,905.00
FROM 04/05/2002 TO 03/05/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$28,165.63
COSTS:	
ADVERTISING	572.04
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	182.64
LEGAL JOURNAL COSTS	288.00
PROTHONOTARY	147.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,329.68

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

Law Offices
FEDERMAN AND PHELAN, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
Daniel.Trautz@fedphe-pa.com

Dan G. Trautz
Judgment Department, Ext. 1298

Representing Lenders in
Pennsylvania and New Jersey

January 8, 2004

Office of the Sheriff
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: **LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED 6/1/99, SERIES 999-2 v. WILLIAM GRAHAM MARY GRAHAM**
No. 01-1815-CD
RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA 16881

Dear Cindy:

Please postpone the Sheriff's Sale of the above reference property which is scheduled for January 9, 2004.

The property is to be relisted for the March 5, 2004 Sheriff's Sale.

Very truly yours,

DGT

Dan G. Trautz

VIA TELECOPY (814) 765-5915

CC: **WILLIAM GRAHAM
MARY GRAHAM
RR 1 BOX 173A A/K/A
RD 1 BOX 173 A SHILOH ROAD
WOODLAND, PA 16881**

Law Offices
FEDERMAN AND PHELAN, LLP
 One Penn Center at Suburban Station
 1617 John F. Kennedy Boulevard
 Suite 1400
 Philadelphia, PA 19103-1814
Daniel.Trautz@fedphe-pa.com

Dan G. Trautz
 Judgment Department, Ext. 1298

Representing Lenders in
 Pennsylvania and New Jersey

March 2, 2004

Office of the Sheriff
 Clearfield County Courthouse
 230 East Market Street
 Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

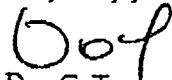
**Re: LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE POOLING AND SERVICING
 AGREEMENT DATED 6/1/99, SERIES 1999-2 v. WILLIAM GRAHAM MARY GRAHAM
 No. 01-1815-CD
 RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD, WOODLAND, PA 16881**

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for March 5, 2004, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

No funds were received in consideration for the stay.

Very truly yours,


 Dan G. Trautz

VIA TELECOPY (814) 765-5915

CC: WILLIAM GRAHAM RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD WOODLAND, PA 16881	MARY GRAHAM RR 1 BOX 173A A/K/A RD 1 BOX 173 A SHILOH ROAD WOODLAND, PA 16881	EMC CORPORATION Attn: DAS Loan No: 7319007	MORTGAGE
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