

01-1833-CD
BANK ONE N/A -vs- JEANETTE M. RALSTON

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank One N/A as Trustee f/k/a : COURT OF COMMON PLEAS
The First National Bank of : CIVIL DIVISION
Chicago as Trustee for Delta :
Funding Home Equity Loan Trust : Clearfield County
1999-3 :
C/O Moss, Codilis, Stawiarski, :
Morris, Schneider & Prior, LLP :
P.O. Box 24737 :
West Palm Beach, FL 33416-4737 :
Plaintiff :
v. :

Jeanette M. Ralston
a/k/a Jeannette M. Ralston
P.O. Box 89, Rt. 322
West Decatur, PA 16878
Defendant(s)

NO. 01-1833-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715
E-Mail: info@pabar.org
Internet: www.pabar.org

FILED

NOV 05 2001
m/3.10/att. Uden
William A. Shaw
Prothonotary

pd \$80.00
1cc Shaw

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Pennsylvania Bar Association

P.O. Box 186

Harrisburg, PA 17108

800-932-0311

717-238-6715

E-Mail: info@pabar.org

Internet: www.pabar.org

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**LAW OFFICES OF MARK J. UDREN
/s/ Mark J. Udren, Esquire
1040 N. Kings Highway, Suite 500
Cherry Hill, NJ 08034
(856) 482-6900**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Delta Funding Corporation

Assignments of Record to: Bank One, National Association, as trustee in trust for the registered holders of Delta Funding Home Equity Loan Asset Backed Certificates 1999-3, c/o Delta Funding Corporation

Recording Date: 5/19/00 Instrument No.: 200006967

Assignor: Bank One, National Association, as trustee in trust for the registered holders of Delta Funding Home Equity Loan Asset Backed Certificates 1999-3, c/o Delta Funding Corporation

Assignee: Bank One N/A as Trustee f/k/a The First National Bank of Chicago as Trustee for Delta Funding Home Equity Loan Trust 1999-3

Recording Date: **LODGED FOR RECORDING**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with P.A.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: P.O. Box 89, Rt. 322

MUNICIPALITY/TOWNSHIP/BOROUGH: Boggs Township

COUNTY: Clearfield

DATE EXECUTED: 8/17/99

DATE RECORDED: 8/23/99 Instrument No.: 199913839

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Note as follows:

(a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 9/6/01:

Principal of debt due and unpaid	\$36,588.29
Interest at 11.29*% from 12/23/00 to 9/6/01 (the per diem interest accruing on this debt is \$11.44 and that sum should be added each day after 9/6/01)	2,921.60
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$97.10 and that sum should be added on the first of each month after 9/6/01)	(834.19)
Late Charges (monthly late charge of \$17.93 should be added on the fifteenth of each month after 9/6/01)	161.37

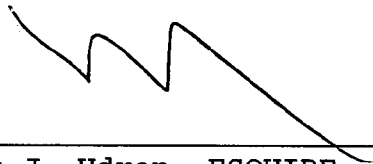
Forbearance Balance	(288.06)
Prepayment Penalty	548.82
Fees Billed	4.29
Other Fees	58.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>1,829.41</u>
TOTAL	\$41,519.53

***This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage**

7. The attorney's fee 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 in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$41,519.53 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES
Attorney for Plaintiff
Attorney I.D. No. 04302

#

ALL that certain piece or parcel of land located, lying and being in Boggs Township, Clearfield County, Pennsylvania, bounded and described as follows to wit:

-BEGINNING at a fence post (S 31° 21' W) a distance of (92.55) feet from the right-of-way line of Pa. Route 322, South side of the highway and the property corner of John Fetcenko, South thirty-one degrees, twenty-one minutes West (S 31° 21' W) a distance of two hundred thirteen feet (213') to an iron pin on the edge of Laurel Run; thence along said creek South forty-nine degrees, seventeen minutes East (S 49° 17' E) a distance of eight-three and seven hundredths feet (83.07) to an iron pin; thence along edge of creek South twenty-eight degrees, thirteen minutes East (S 28° 13' E) a distance of one hundred twenty-five and three hundredths feet (125.03') to an iron pin; thence along edge of said creek South forty-three degrees, thirty-two minute East (S 43° 32' E) a distance of one hundred eighty-six and ninety hundredths feet (186.90') to an iron pin; thence along said creek South sixty-one degrees no minutes East (S 61° 00' E) a distance of thirty-eight and eighteen hundredths feet (38.18') to an iron pin; thence along the edge of said creek North eighty-one degrees, forty-four minutes East (N 81° 44' E) a distance of thirty-eight and fifty-six hundredths feet (38.56') to an iron pin; thence along lands of Marie Kistler and John Fetcenko, North no degrees, five minutes West (N 0° 05' W) a distance of four hundred twenty-nine and seventy-one hundredths feet (429.71') to an iron pin corner of John Fetcenko; thence along land of John Fetcenko, North seventy-two degrees fifty-six minutes West (N 72° 56' W) a distance of one hundred seventy feet (170.0') to an iron pin and corner of John Fetcenko; thence along same line North seventy-two degrees, fifty-six minutes West (N 72° 56' W) a distance of fifty and sixty hundredths feet (50.60') to a fence post and corner of Robert and Jeannette Ralston and Marie Kistler and place of beginning. CONTAINING 2.1 acres.

-BEING the same premises as were granted and conveyed unto Robert R. Ralston and Jeannette Ralston, his wife by deed of Marie K. Kistler, a widow, dated March 16, 1978, entered for record in the Office for the Recording of Deeds in and for Clearfield County in Deed Book Vol. 756, page 591 on March 27, 1978.

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S 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 OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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

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

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

EXHIBIT A

HOMEOWNER'S NAME(S):	Jeanette M. Ralston
PROPERTY ADDRESS:	P.O. Box 89 Route 322
	West Decatur, PA 16878
LOAN ACCT. NO.:	89731756
ORIGINAL LENDER:	Delta Funding Corporation
CURRENT LENDER:	Bank One NA as Trustee F/K/A the First National Bank as Trustee for Delta Funding Home Equity Loan Trust 1999-3

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 (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

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

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance 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 (30) days of your face- to-face meeting.

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you 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:

**P.O. Box 89 Route 322
West Decatur, PA 16878**

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:

Monthly Payments of \$455.65 for January 1, 2000 to August 23, 2001 = \$3,645.20

Monthly Late Charges of \$17.93 for January 1, 2000 to August 23, 2001 = \$161.37

Other charges (explain/itemize): Escrow = \$834.19

Other = \$4.29

Forebearance Balance= (\$288.06)

TOTAL AMOUNT PAST DUE: \$4,356.99

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,356.99, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Mark J. Udren & Associates
1040 N. Kings Highway, Suite 500
Cherry Hill, NJ 08034**

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

IF YOU DO NOT CURE THE DEFAULT -- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before 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 you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay 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. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE -- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** You may do so by **paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale 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 mortgaged property could be held would be **approximately 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:

Name of Lender/Servicer:	Ocwen Federal Bank, FSB
Address:	P.O. Box 24737
	West Palm Beach, FL 33416-4737
Phone Number:	800-310-9229
Fax Number:	N/A
Contact Person:	Ed Van Sciver

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

ASSUMPTION OF MORTGAGE -- You May not transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

LAW OFFICES OF MARK J. UDREN
/s/ Mark J. Udren, Esquire
1040 N. Kings Highway, Suite 500
Cherry Hill, NJ 08034
(856) 482-6900

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/s/ Mark J. Udren, Esquire
1040 N. Kings Highway, Suite 500
Cherry Hill, NJ 08034
(856) 482-6900**

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE 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

CLEARFIELD 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

CCCS of Western PA
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335
FAX n/a

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

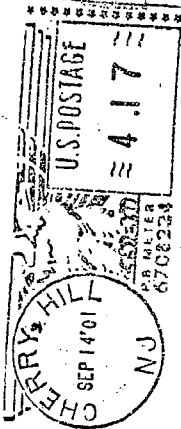
CCCS of Northeastern PA
1631 S Atherton St., Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

CERTIFIED MAIL

LAW OFFICES
MARK J. URDEN & ASSOCIATES
1040 N. KINGS HIGHWAY
SUITE 500
CHERRY HILL, NJ 08034



7000 0600 0023 5528 6620



Jeanette M. Ralston
PO Box 89 Rt 322
West Decatur Pa
16878

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
7000 0600 0023 5528 6620	
Postage	\$.57
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17
Postmark Here	
Recipient's Name (Please Print Clearly) (to be completed by mailer) Jeanette M. Ralston	
Street, Apt. No., or PO Box No. PO Box 89 Rt 322	
City, State, ZIP+4 West Decatur Pa 16878	
PS Form 3800, February 2000 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Shanell M. Balston
PO Box 89 Rt 322
West Decatur, GA
16878

2. Article Number (Copy from service label)

700 0600 0023 5528 6620

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X ☐ Agent ☐ Addressee

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mail piece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, February 2000 (Reverse)

102595-99-M-2087

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11729

BANK ONE N/A as TRUSTEE f/k/a THE FIRST NATIONAL BANK

01-1833-CD

VS.

RALSTON, JEANETTE M. a/k/a JEANNETTE M. RALSTON

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW NOVEMBER 29, 2001 AT 1:25 PM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON JEANETTE M. RALSTON a/k/a JEANNETTE M.
RALSTON, DEFENDANT AT RESIDENCE, PO BOX 89, RT. 322, WEST DECATUR,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JEANETTE M. RALSTON
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

46.60 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

FILED

DEC 14 2001

01350
William A. Shaw
Prothonotary

Sworn to Before Me This

14th Day Of December 2001

William A. Shaw

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

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank One N/A as Trustee f/k/a : COURT OF COMMON PLEAS
The First National Bank of : CIVIL DIVISION
Chicago as Trustee for Delta : Clearfield County
Funding Home Equity Loan Trust :
1999-3 : MORTGAGE FORECLOSURE
C/O Moss, Codilis, Stawiarski, :
Morris, Schneider & Prior, LLP :
P.O. Box 24737 :
West Palm Beach, FL 33416-4737 :
Plaintiff :
v. :
Jeanette M. Ralston : NO. 01-1833-CD
a/k/a Jeannette M. Ralston :
P.O. Box 89, Rt. 322 :
West Decatur, PA 16878 :
Defendant(s) :

FILED

DEC 26 2002

William A. Shaw
Prothonotary

PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the 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	\$41,519.53
Interest Per Complaint	5,399.68
From 09/07/01 to 12/22/02	
Late charges per Complaint	286.88
From 09/07/01 to 12/22/02	
Escrow payment per Complaint	1,456.50
From 09/07/01 to 12/22/02	
TOTAL	\$48,562.59

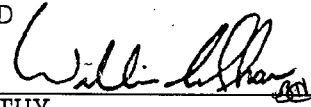
I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

MARK J. UDREN & ASSOCIATES


Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: December 26, 2002


PRO PROTHY

FILED

Any Uden

m 11:50 AM

pd. 20.00

DEC 20 2002

Notice to Def

Statement to Any Uden

William A. Shaw
Prothonotary

ES
12/21

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank One N/A as Trustee f/k/a The
First National Bank of Chicago as
Trustee for Delta Funding Home Equity
Loan Trust 1999-3
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Jeanette M. Ralston
a/k/a Jeannette M. Ralston
Defendant(s)

NO. 01-1833-CD

DATED: December 11, 2002
TO: Jeanette M. Ralston
a/k/a Jeannette M. Ralston
P.O. Box 89, Rt. 322
West Decatur, PA 16878

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715
E-Mail: info@pabar.org
Internet: www.pabar.org
NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO INMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-932-0311
717-238-6715
E-Mail: info@pabar.org
Internet: www.pabar.org


NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ATTORNEY FOR PLAINTIFF

AFFIDAVIT OF NON-MILITARY SERVICE

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the age and last known residence and employment of each Defendant are as follows:

ed above



Name: _____
Title: _____
Company: _____

Diane Simonds
Notary Public

DIANE SIMONDS
NOTARY PUBLIC OF NEW JERSEY
 Commission Expires 5/7/2007

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

COPY

Bank One N/A as Trustee f/k/a : COURT OF COMMON PLEAS
The First National Bank of : CIVIL DIVISION
Chicago as Trustee for Delta : Clearfield County
Funding Home Equity Loan Trust :
1999-3 : MORTGAGE FORECLOSURE
C/O Moss, Codilis, Stawiarski, :
Morris, Schneider & Prior, LLP :
P.O. Box 24737 :
West Palm Beach, FL 33416-4737 :

Plaintiff

v.

Jeanette M. Ralston
a/k/a Jeannette M. Ralston
P.O. Box 89, Rt. 322
West Decatur, PA 16878

NO. 01-1833-CD

Defendant(s)

TO: Jeanette M. Ralston a/k/a Jeannette M. Ralston
P.O. Box 89, Rt. 322
West Decatur, PA 16878

NOTICE

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

Prothonotary

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-482-6900

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank One N/A as Trustee f/k/a	:	COURT OF COMMON PLEAS
The First National Bank of	:	CIVIL DIVISION
Chicago as Trustee for Delta	:	Clearfield County
Funding Home Equity Loan Trust	:	
1999-3	:	MORTGAGE FORECLOSURE
C/O Moss, Codilis, Stawiarski,	:	
Morris, Schneider & Prior, LLP	:	
P.O. Box 24737	:	
West Palm Beach, FL 33416-4737	:	
Plaintiff	:	
v.	:	
Jeanette M. Ralston	:	NO. 01-1833-CD
a/k/a Jeannette M. Ralston	:	
P.O. Box 89, Rt. 322	:	
West Decatur, PA 16878	:	
Defendant(s)	:	

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the 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	\$41,519.53
Interest Per Complaint	5,399.68
From 09/07/01 to 12/22/02	
Late charges per Complaint	286.88
From 09/07/01 to 12/22/02	
Escrow payment per Complaint	1,456.50
From 09/07/01 to 12/22/02	
TOTAL	\$48,662.59

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

MARK J. UDREN & ASSOCIATES


Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: December 26, 2002


PRO PROTHY

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

CCF

Bank One N/A
First National Bank of Chicago
Plaintiff(s)

No.: 2001-01833-CD

Real Debt: \$48,662.59

Atty's Comm:

Vs.

Costs: \$

Int. From:

Jeanette M. Ralston
a/k/a Jeannette M. Ralston
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 26, 2002

Expires: December 26, 2007

Certified from the record this 26th day of December, 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

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank One N/A as Trustee f/k/a : COURT OF COMMON PLEAS
The First National Bank of : CIVIL DIVISION
Chicago as Trustee for Delta : Clearfield County
Funding Home Equity Loan Trust :
1999-3 : MORTGAGE FORECLOSURE
C/O Moss, Codilis, Stawiarski, :
Morris, Schneider & Prior, LLP :
P.O. Box 24737 :
West Palm Beach, FL 33416-4737 :

Plaintiff

v.

Jeanette M. Ralston : NO. 01-1833-CD
a/k/a Jeannette M. Ralston :
P.O. Box 89, Rt. 322 :
West Decatur, PA 16878 :

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE SHERIFF:

Issue Writ of Execution in the above matter:

Amount due \$48,662.59

Interest From December 23, 2002
to Date of Sale
Per diem @\$11.44


120.00

(Costs to be added)

Prothonotary Costs

\$

MARK J. UDREN & ASSOCIATES


Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED

DEC 26 2002

William A. Shaw
Prothonotary

FILED

ICC & LA Writs w/
m/p:08 XSD Property descr. to SHS
DEC 20 2002

William A. Shaw
Prothonotary

Att'y Under pd. *20.00
C
1221

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank One N/A as Trustee f/k/a
The First National Bank of
Chicago as Trustee for Delta
Funding Home Equity Loan Trust
1999-3
C/O Moss, Codilis, Stawiarski,
Morris, Schneider & Prior, LLP
P.O. Box 24737
West Palm Beach, FL 33416-4737

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

Plaintiff

v.

Jeanette M. Ralston
a/k/a Jeannette M. Ralston
P.O. Box 89, Rt. 322
West Decatur, PA 16878

NO. 01-1833-CD

Defendant(s)

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

P.O. Box 89, Rt. 322
West Decatur, PA 16878
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$48,662.59

Interest From December 23, 2002
to Date of Sale
Per diem @\$11.44

(Costs to be added) Prothonotary Costs \$120.00

Prothonotary

By

Willie L. Hargis
Clerk

Date December 26, 2002

COURT OF COMMON PLEAS
NO. 01-1833-CD

=====

Bank One N/A as Trustee f/k/a The First National
Bank of Chicago as Trustee for Delta Funding
Home Equity Loan Trust 1999-3

vs.

Jeanette M. Ralston
a/k/a Jeannette M. Ralston

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 48,662.59

INTEREST \$
from December 23, 2002 to
Date of Sale
Per diem @\$11.44

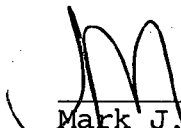
COSTS PAID:
PROTHY \$ 120.00

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY. \$

PREMISES TO BE SOLD:
P.O. Box 89, Rt. 322
West Decatur, PA 16878



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES
1040 NORTH KINGS HIGHWAY
SUITE 500
CHERRY HILL, NJ 08034
(856) 482-6900

EXHIBIT A

CASE No. 9981121MR

LEGAL DESCRIPTION: ALL THAT CERTAIN PIECE OR PARCEL OF LAND LOCATED, LYING AND BEING IN BOGGS TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A FENCE POST (S 31° 21' W) A DISTANCE OF (92.55) FEET FROM THE RIGHT-OF-WAY LINE OF PA ROUTE 322, SOUTH SIDE OF THE HIGHWAY AND THE PROPERTY CORNER OF JOHN FETCENKO, SOUTH THIRTY-ONE DEGREES, TWENTY-ONE MINUTES WEST (S 31° 21' W) A DISTANCE OF TWO HUNDRED THIRTEEN FEET (213') TO AN IRON PIN ON THE EDGE OF LAUREL RUN; THENCE ALONG SAID CREEK SOUTH FORTY-NINE DEGREES, SEVENTEEN MINUTES EAST (S 49° 17' E) A DISTANCE OF EIGHTY-THREE AND SEVEN HUNDREDTHS FEET (83.07') TO AN IRON PIN; THENCE ALONG EDGE OF CREEK SOUTH TWENTY-EIGHT DEGREES, THIRTEEN MINUTES EAST (S 28° 13' E) A DISTANCE OF ONE HUNDRED TWENTY-FIVE AND THREE HUNDREDTHS FEET (125.03') TO AN IRON PIN; THENCE ALONG EDGE OF SAID CREEK SOUTH FORTY-THREE DEGREES, THIRTY-TWO MINUTES EAST (S 43° 32' E) A DISTANCE OF ONE HUNDRED EIGHTY-SIX AND NINETY HUNDREDTHS FEET (186.90') TO AN IRON PIN; THENCE ALONG SAID CREEK SOUTH SIXTY-ONE DEGREES

NORTH NO MINUTES EAST (S 61° 00' E) A DISTANCE OF THIRTY-EIGHT AND EIGHTEEN HUNDREDTHS FEET (38.18') TO AN IRON PIN; THENCE ALONG THE EDGE OF SAID CREEK NORTH EIGHTY-ONE DEGREES, FORTY-FOUR MINUTES EAST (N 81° 44' E) A DISTANCE OF THIRTY-EIGHT AND FIFTY-SIX HUNDREDTHS FEET (38.56') TO AN IRON PIN; THENCE ALONG LANDS OF MARIE KISTLER AND JOHN FETCENKO, NORTH NO DEGREES, FIVE MINUTES WEST (N 0° 05' W) A DISTANCE OF FOUR HUNDRED TWENTY-NINE AND SEVENTY-ONE HUNDREDTHS FEET (429.71') TO AN IRON PIN CORNER OF JOHN FETCENKO; THENCE ALONG LAND OF JOHN FETCENKO, NORTH SEVENTY-TWO DEGREES FIFTY-SIX MINUTES WEST (N 72° 56' W) A DISTANCE OF ONE HUNDRED SEVENTY FEET (170.0') TO AN IRON PIN AND CORNER OF JOHN FETCENKO; THENCE ALONG SAME LINE NORTH SEVENTY-TWO DEGREES, FIFTY-SIX MINUTES WEST (N 72° 56' W) A DISTANCE OF FIFTY AND SIXTY HUNDREDTHS FEET (50.60') TO A FENCE POST AND CORNER OF ROBERT AND JEANNETTE RALSTON AND MARIE KISTLER AND PLACE OF BEGINNING.

CONTAINING 2.1 ACRES.

BEING KNOWN AND DESIGNATED AS TAX PARCEL NO. 105-11-101 AND/OR 0-30567.

BEING KNOWN AS P.O. BOX 89, ROUTE 322, WEST DECATUR, PA 16878

PROPERTY ID NO.: 105-011-000-00101

TITLE TO SAID PREMISES IS VESTED IN JEANNETTE M. RALSTON, BY DEED FROM ROBERT R. RALSTON, DATED 02/25/93, RECORDED 06/23/93, IN DEED BOOK 1539, PAGE 41.

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank One N/A as Trustee f/k/a
The First National Bank of
Chicago as Trustee for Delta
Funding Home Equity Loan Trust
1999-3
C/O Moss, Codilis, Stawiarski,
Morris, Schneider & Prior, LLP
P.O. Box 24737
West Palm Beach, FL 33416-4737
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

FILED

MAR 27 2003

William A. Shaw
Prothonotary

v.

Jeanette M. Ralston
a/k/a Jeannette M. Ralston
P.O. Box 89, Rt. 322
West Decatur, PA 16878
Defendant(s)

NO. 01-1833-CD

AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P. RULE 3129.1

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecept for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.

2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".

3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".

4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated: March 24, 2003

MARK J. UDREN & ASSOCIATES

BY

Mark J. Udren, Esquire
Attorney for Plaintiff

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank One N/A as Trustee f/k/a
The First National Bank of
Chicago as Trustee for Delta
Funding Home Equity Loan Trust
1999-3

C/O Moss, Codilis, Stawiarski,
Morris, Schneider & Prior, LLP
P.O. Box 24737
West Palm Beach, FL 33416-4737
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 01-1833-CD

v.

Jeanette M. Ralston
a/k/a Jeannette M. Ralston
P.O. Box 89, Rt. 322
West Decatur, PA 16878
Defendant(s)

DATE: February 6, 2003

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

OWNER(S): Jeanette M. Ralston a/k/a Jeannette M. Ralston

PROPERTY: P.O. Box 89, Rt. 322, West Decatur, PA 16878

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on April 4, 2003, at 10:00 AM, at the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

[EXHIBIT A]

Name and Address Of Sender

LAW OFFICES

MARK J. UDREN & ASSOCIATES
1040 N. KINGS HIGHWAY SUITE 500
CHERRY HILL, NJ 08034

Name and Address Of Sender		Name of Addressee, Street, and Post Office Address				Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill.			
Line	Article Number	Name of Addressee, Street, and Post Office Address				Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee
1	RALSTON	REAL ESTATE TAX DEPT 1 NORTH 2ND STREET SUITE 116 CLEARFIELD, PA 16830													
2		DOMESTIC RELATIONS SECTION 1 NORTH 2ND STREET SUITE 116 CLEARFIELD, PA 16830													
3		COM OF PA DEPT OF REV BUREAU OF COMPLIANCE DEPT 280946 HARRISBURG, PA 17128-0946													
4	0127769	TENANTS/OCCUPANTS PO BOX 89 RT 322 WEST DECATUR, PA 16878													
5		BENE CONS DIS CO D/B/A BENEFICIAL MORT CO OF PA 1995 S. AHERTON ST HARRISBURG, PA 16801													
6		PENNSYLVANIA HOUSING FINANCE AGENCY 2101 N. FRONT STREET HARRISBURG, PA 17110													
7	CLEARFIE LD														
8															
9															
10	JODI														
11															
12															
13															
14															
15															

U.S. POSTAGE
1.80
FEB 28 2003
CHERRY HILL NJ
HILL HILL NJ
FEB 28 2003

Total number of Pieces Listed by Sender: 9

Total Number of Pieces Received at Post Office: 6

Postmaster, Per (Name of Receiving Employee): [Signature]

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of negotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.

FILED

NO 11:10-651
MAR 27 2003

William A. Shaw
Prothonotary

(Handwritten initials)

NO
CC

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13564

BANK ONE N/A ET AL

01-1833-CD

VS.

RALSTON, JEANETTE M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 27, 2003 @ 11:45 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF APRIL 4, 2003 WAS SET.

NOW, JANUARY 27, 2003 A@ 11:45 A.M. O'CLOCK SERVED JEANETTE M. RALSTON A/K/A JEANETTE M. RALSTON, DEFENDANT, AT HER RESIDENCE P. O. BOX 89, RT 322, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA, 16878 BY HANDING TO DONALD GOLDING LIVE-IN/ADULT IN CHARGE, A TRUE AND ATTESTED ORIGINAL COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, FRIDAY, APRIL 4, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JUNE 2, 2003 PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO ATTORNEY.

NOW, JUNE 3, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLALINTIFF FOR \$1.00 + COSTS.

NOW, JUNE 3, 2003 THE DEED WAS FILED.

FILED

01:40 PM
JUN 03 2003

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13564

BANK ONE N/A ET AL

01-1833-CD

VS.

RALSTON, JEANETTE M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$199.74

SURCHARGE \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

3rd Day Of June 2003

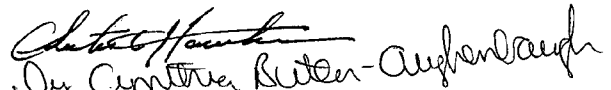


WILLIAM A. SHAW

Prothonotary

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

So Answers,



Chester A. Hawkins

Sheriff

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Bank One N/A as Trustee f/k/a
The First National Bank of
Chicago as Trustee for Delta
Funding Home Equity Loan Trust
1999-3
C/O Moss, Codilis, Stawiarski,
Morris, Schneider & Prior, LLP
P.O. Box 24737
West Palm Beach, FL 33416-4737

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

Plaintiff

v.

Jeanette M. Ralston
a/k/a Jeannette M. Ralston
P.O. Box 89, Rt. 322
West Decatur, PA 16878

NO. 01-1833-CD

Defendant(s)

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

P.O. Box 89, Rt. 322
West Decatur, PA 16878
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$48,662.59

Interest From December 23, 2002
to Date of Sale
Per diem @\$11.44

(Costs to be added)

Prothonotary Costs
\$

120.00

Prothonotary

By

William J. Hoffman
Clerk

Date December 26, 2002

Received 12-26-02 @ 2:00 P.M.

Chester A. Hawkins

By Cynthia Bitter-Aughan

COURT OF COMMON PLEAS
NO. 01-1833-CD

=====

Bank One N/A as Trustee f/k/a The First National
Bank of Chicago as Trustee for Delta Funding
Home Equity Loan Trust 1999-3

vs.

Jeanette M. Ralston
a/k/a Jeannette M. Ralston

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 48,662.59

INTEREST \$ _____
from December 23, 2002 to
Date of Sale
Per diem @\$11.44

COSTS PAID:

PROTHY \$ 120.00


SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE PROTHY. \$ _____

PREMISES TO BE SOLD:

P.O. Box 89, Rt. 322
West Decatur, PA 16878



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES
1040 NORTH KINGS HIGHWAY
SUITE 500
CHERRY HILL, NJ 08034
(856) 482-6900

EXHIBIT A

CASE No. 9981121MR

LEGAL DESCRIPTION: ALL THAT CERTAIN PIECE OR PARCEL OF LAND LOCATED, LYING AND BEING IN BOGGS TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A FENCE POST (S 31° 21' W) A DISTANCE OF (92.55) FEET FROM THE RIGHT-OF-WAY LINE OF PA ROUTE 322, SOUTH SIDE OF THE HIGHWAY AND THE PROPERTY CORNER OF JOHN FETCENKO, SOUTH THIRTY-ONE DEGREES, TWENTY-ONE MINUTES WEST (S 31° 21' W) A DISTANCE OF TWO HUNDRED THIRTEEN FEET (213') TO AN IRON PIN ON THE EDGE OF LAUREL RUN; THENCE ALONG SAID CREEK SOUTH FORTY-NINE DEGREES, SEVENTEEN MINUTES EAST (S 49° 17' E) A DISTANCE OF EIGHTY-THREE AND SEVEN HUNDREDTHS FEET (83.07') TO AN IRON PIN; THENCE ALONG EDGE OF CREEK SOUTH TWENTY-EIGHT DEGREES, THIRTEEN MINUTES EAST (S 28° 13' E) A DISTANCE OF ONE HUNDRED TWENTY-FIVE AND THREE HUNDREDTHS FEET (125.03') TO AN IRON PIN; THENCE ALONG EDGE OF SAID CREEK SOUTH FORTY-THREE DEGREES, THIRTY-TWO MINUTES EAST (S 43° 32' E) A DISTANCE OF ONE HUNDRED EIGHTY-SIX AND NINETY HUNDREDTHS FEET (186.90') TO AN IRON PIN; THENCE ALONG SAID CREEK SOUTH SIXTY-ONE DEGREES

NORTH NO MINUTES EAST (S 61° 00' E) A DISTANCE OF THIRTY-EIGHT AND EIGHTEEN HUNDREDTHS FEET (38.18') TO AN IRON PIN; THENCE ALONG THE EDGE OF SAID CREEK NORTH EIGHTY-ONE DEGREES, FORTY-FOUR MINUTES EAST (N 81° 44' E) A DISTANCE OF THIRTY-EIGHT AND FIFTY-SIX HUNDREDTHS FEET (38.56') TO AN IRON PIN; THENCE ALONG LANDS OF MARIE KISTLER AND JOHN FETCENKO, NORTH NO DEGREES, FIVE MINUTES WEST (N 0° 05' W) A DISTANCE OF FOUR HUNDRED TWENTY-NINE AND SEVENTY-ONE HUNDREDTHS FEET (429.71') TO AN IRON PIN CORNER OF JOHN FETCENKO; THENCE ALONG LAND OF JOHN FETCENKO, NORTH SEVENTY-TWO DEGREES FIFTY-SIX MINUTES WEST (N 72° 56' W) A DISTANCE OF ONE HUNDRED SEVENTY FEET (170.0') TO AN IRON PIN AND CORNER OF JOHN FETCENKO; THENCE ALONG SAME LINE NORTH SEVENTY-TWO DEGREES, FIFTY-SIX MINUTES WEST (N 72° 56' W) A DISTANCE OF FIFTY AND SIXTY HUNDREDTHS FEET (50.60') TO A FENCE POST AND CORNER OF ROBERT AND JEANNETTE RALSTON AND MARIE KISTLER AND PLACE OF BEGINNING.

CONTAINING 2.1 ACRES.

BEING KNOWN AND DESIGNATED AS TAX PARCEL NO. 105-11-101 AND/OR 0-30567.

BEING KNOWN AS P.O. BOX 89, ROUTE 322, WEST DECATUR, PA 16878

PROPERTY ID NO.: 105-011-000-00101

TITLE TO SAID PREMISES IS VESTED IN JEANNETTE M. RALSTON, BY DEED FROM ROBERT R. RALSTON, DATED 02/25/93, RECORDED 06/23/93, IN DEED BOOK 1539, PAGE 41.

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME RALSTON NO. 01-1833-CD

NOW, APRIL 4, 2003 , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 4TH day of APRIL 2003, I exposed the within described real estate of JEANETTE M. RALSTON A/K/A JEANNETTE M. RALSTON to public venue or outcry at which time and place I sold the same to BANK ONE N/A AS TRUSTEE F/K/A THE FIRST NATIONAL BANK OF CHICAGO AS TRUSTEE FOR DELTA ET AL he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	7.15
LEVY	15.00
MILEAGE	7.15
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	199.74

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	32.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	32.00

DEBIT & INTEREST:

DEBT-AMOUNT DUE	48,662.59
INTEREST FROM 12/23/02	
TO BE ADDED TO SALE DATE	

TOTAL DEBT & INTEREST	48,662.59
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COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	497.07
LATE CHARGES & FEES	
TAXES - collector TO 7/7/03 PD 5/1/03	
TAXES - tax claim NONE	
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.50
ATTORNEY COMMISSION	
SHERIFF COSTS	199.74
LEGAL JOURNAL AD	234.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	120.00
MORTGAGE SEARCH	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	

TOTAL COSTS	1,227.31
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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