

01-1929-CD  
WELLS FARGO BANK MINNESOTA NA -vs- TRACY L. GISEWHITE

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

Sheriff Docket # 12411

WELLS FARGO BANK OF MINNESOTA ET AL

01-1929-CD

VS.

GISEWHITE, TRACY L.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, MAY 29, 2002 AT 10:50 A.M. O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANT PROPERTY WAS ALSO POSTED THIS DATE.

A SALE WAS SET FOR FRIDAY, JULY 12, 2002 AT 10:00 A.M.

NOW, MAY 24, 2002 @ 1:08 P.M. O'CLOCK SERVED WRIT OF EXECUTION, NOTICE  
OF SALE AND COPY OF LEVY UPON SILVIA GISEWHITE MOTHER OF THE DEFENDANT  
AT BIGLER/ALLPORT ROAD IN BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO SILVIA GISEWHITE MOTHER OF THE DEFENDANT A TRUE AND  
ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE OF SALE, AND COY OF THE  
LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, JULY 12, 2002 @ 10:00 A.M. A SALE WAS HELD ON THE PROPERTY OF  
TRACY L. GISEWHITE. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR  
\$1.00 + COSTS.

NOW, JULY 22, 2002 BILLED THE PLAINTIFF ATTORNEY FOR BALANCE OF  
COSTS DUE.

NOW, JULY 29 2002, RECEIVED CHECK FROM ATTORNEY FOR BALANCE DUE.

NOW, AUGUST 12, 2002 PAID COSTS FROM ADVANCE AND BALANCE DUE.

NOW, AUGUST 15, 2002 RETURNED WRIT AS SALE BEING HELD PROPERTY  
PURCHASED FOR \$1.00 + COSTS BY PLAINTIFF.

NOW AUGUST 15, 2002 DEED FILED.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12411

WELLS FARGO BANK OF MINNESOTA ET AL

01-1929-CD

VS.

GISEWHITE, TRACY L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$197.14

SURCHARGE \$20.00

PAID BY ATTORNEY

FILED

AUG 15 2002

013.401 NOCC  
William A. Shaw  
Prothonotary

EAD

Sworn to Before Me This

15th Day Of August 2002  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
By Cynthia Butler-Coughenbaugh  
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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-  
Backed Certificates,  
Series 2000-C, without  
resource Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038

Plaintiff

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

NO. 01-1929-CD

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 24 Post Office Road, Bradford TWP.  
Mineral Springs, PA 16855  
SEE LEGAL DESCRIPTION ATTACHED

Amount due

\$43,898.19

Interest From 4/17/02  
to Date of Sale  
Per diem @\$10.17

(Costs to be added)

\$

303.75

RECEIVED APR 19 2002

@ 3:15 PM

Chester A. Hankins  
by Margaret H. Pitt

By

Prothonotary

Clerk

Date

4/19/02

COURT OF COMMON PLEAS  
NO. 01-1929-CD

=====

Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders  
of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource

vs.

Tracy L. Gisewhite

=====

WRIT OF EXECUTION

=====

REAL DEBT                   \$ 43,898.19

INTEREST                   \$ \_\_\_\_\_  
from 4/17/02 to  
Date of Sale  
Per diem @\$10.17

COSTS PAID:

PROTHY                   \$ \_\_\_\_\_

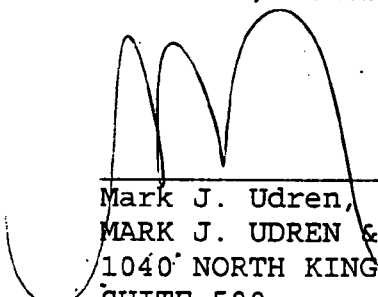
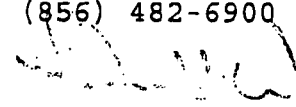
SHERIFF                   \$ \_\_\_\_\_

STATUTORY               \$ \_\_\_\_\_

COSTS DUE PROTHY.       \$ \_\_\_\_\_

PREMISES TO BE SOLD:

P.O. Box 24 Post Office Road  
Bradford TWP., Mineral Springs, PA 16855

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


ALL THAT CERTAIN LOT OR PARCEL OR GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATE IN THE TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD AND THE STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF OLD HIGHWAY LEADING TO CLEARFIELD, SAID POINT BEING LOCATED SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST SEVENTY-FIVE AND ONE-TENTH (75.1) FEET FROM THE SOUTHWEST CORNER LOT PREVIOUSLY CONVEYED TO BIRTUS BALFORD MCDOWELL, ET UX, BY DEED OF DATED AUGUST 11, 1994; THENCE ALONG THE NORTHERLY LINE OF SAID OLD HIGHWAY SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST FIFTY-EIGHT (58) FEET, MORE OR LESS, TO A POINT ON THE LINE OF LANDS NOW OR LATE OF SARGENT; THENCE ALONG THE LINE OF SAID SARGENT LANDS NORTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES WEST ONE HUNDRED FORTY NINE AND SEVEN-TENTHS (149.7) FEET OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY; ROUTE NO. 322, LEADING TO CLEARFIELD; THENCE ALONG SAID LINE OF SAID HIGHWAY NORTH SEVENTY-THREE (73) DEGREES NINE (9) MINUTES EAST FIFTY-SIX AND SEVEN-TENTHS (56.7) FEET TO A POINT; THENCE BY LINE OF OTHER LANDS OF HARBISON-WALKER REFRACTORIES COMPANY SOUTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES EAST ONE HUNDRED THIRTY-SEVEN AND SIX-TENTHS (137.6) FEET TO THE PLACE OF BEGINNING.

SUBJECT TO ANY RIGHT OF THE COMMONWEALTH OF PENNSYLVANIA TO USE ANY PART OF THE NORTHERN END OF THE ABOVE-DESCRIBED LOT FOR A FILL TO SUPPORT THE STATE HIGHWAY.

BEING FURTHER DESCRIBED IN THE ASSESSMENT RECORDS OF CLEARFIELD COUNTY AS TAX MAP NO. M09-625-00016.

UNDER AND SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS, EASEMENTS, RIGHTS AND RIGHTS OF WAY AS CONTAINED IN PRIOR DEEDS AND INSTRUMENTS OF RECORD.

BEING KNOWN AS P.O. BOX 24 POST OFFICE ROAD, MINERAL SPRINGS, PA 16855.

PROPERTY ID: 106-M09-625-00016

TITLE TO SAID PREMISES IS VESTED IN TRACY L. GISEWHITE, A SINGLE INDIVIDUAL, BY DEED FROM ROBERT J. GISEWHITE AND SYLVIA GISEWHITE, IN INSTRUMENT 200005852.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      GISEWHITE      NO.      01-1929-CD

NOW, 12-Jul-02, 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 12TH day of JULY 2002, I exposed the within described real estate of TRACY L. GISEWHITE to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK MINNESOTA, NA, AS TRUSTEE FOR REGISTERED HOLDERS OF OPTION ONE MORTGAGE LOAN 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	3.25
LEVY	15.00
MIELAGE	3.25
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	5.20
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

**TOTAL SHERIFF  
COSTS                      197.14**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	19.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>19.00</b>

**DEBIT & INTEREST:**

DEBT-AMOUNT DUE	43,898.19
INTEREST FROM 4/17/02 PER DEIM @ \$10.17	
TO BE ADDED	

**TOTAL DEBT & INTEREST                      43,898.19**

**COSTS:**

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	328.95
LATE CHARGES & FEES	
TAXES - collector	NONE
TAXES - tax claim	959.33
DUE	
COST OF SUIT -TO BE ADDED	
LIST OF LIENS & MORTGAGE SEARCH	140.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	19.00
ATTORNEY COMMISSION	
SHERIFF COSTS	197.14
LEGAL JOURNAL AD	99.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	303.75

**SATISFACTION FEE  
ESCROW DEFICIENCY  
MUNICIPAL LIEN**

**TOTAL COSTS                      2,052.17**

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

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

Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders  
of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource  
Option One Mortgage Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

**FILED**

JUL 01 2002

William A. Shaw  
Prothonotary

NO. 01-1929-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: June 25, 2002

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for  
registered Holders of Option  
One Mortgage Loan Trust  
2000-C, Asset-Backed  
Certificates, Series 2000-C,  
without resource Option One  
Mortgage Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

DATE: May 20, 2002

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY

OWNER(S): TRACY L. GISEWHITE

PROPERTY: P.O. Box 24 Post Office Road, Bradford TWP.  
Mineral Springs, PA 16855

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on JULY 12, 2002, at 10:00 AM, IN 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.

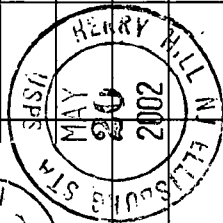
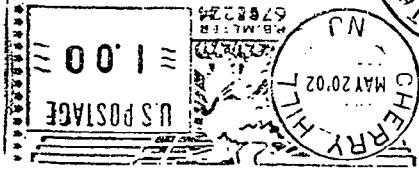
EXHIBIT A

Name and Address Of Sender  
**JODIE**

**LAW OFFICES**

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

Line	Article Number	Name of Addressee, Street, and Post Office Address	Registered Mail			Check appropriate block for Registered Mail:			Affix stamp here if issued as certificate of mailing or for additional copies of this bill.				
			Registered	Insured	COD	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	0128739	CLEARFIELD COUNTY TAX CLAIM BUREAU 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
2	GISEWHITE	DOMESTIC RELATIONS SECTION 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
3	CLEARFIELD COUNTY	COMMONWEALTH OF PA, DEPT. OF REVENUE, BUREAU OF COMPLIANCE, DEPT. 280946, HARRISBURG, PA 17128-0946	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
4		TENANTS/OCCUPANTS P.O. BOX 24 POST OFFICE ROAD, BRADFORD TWP, MINERAL SPRINGS, PA 16855	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
5			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
6			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
7			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
8			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
9			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
10			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
11			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
12			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
13			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
14			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
15			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
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 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 fourth class parcels.				



**EXHIBIT**

4

4

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

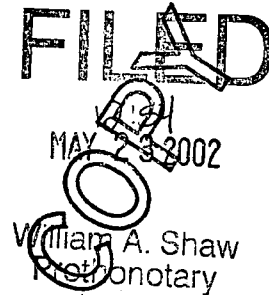
Wells Fargo Bank Minnesota,  
N.A., as Trustee for  
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of Option One Mortgage Loan  
Trust 2000-C, Asset-Backed  
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Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County



NO. 01-1929-CD

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the NOTICE OF SALE to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: MAY 20, 2002

Tracy L. Gisewhite  
RR 322 BOX 24,  
PENNSYLVANIA FURNACE, PA 16855

P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: MAY 21, 2002

MARK J. UDREN & ASSOCIATES


  
\_\_\_\_\_  
Mark J. Udren, Esquire

EXHIBIT B

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for  
registered Holders  
of Option One Mortgage Loan  
Trust 2000-C, Asset-Backed  
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without resource  
Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855

NO. 01-1929-CD

Defendant(s)

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the NOTICE OF SALE to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: MAY 20, 2002


Tracy L. Gisewhite  
RR 322 BOX 24,  
PENNSYLVANIA FURNACE, PA 16855

P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: MAY 21, 2002

MARK J. UDREN & ASSOCIATES

  
\_\_\_\_\_  
Mark J. Udren, Esquire

**EXHIBIT**

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

Wells Fargo Bank Minnesota, N.A., as  
Trustee for registered Holders of  
Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource

Plaintiff

v.

Tracy L. Gisewhite

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

ORDER

AND NOW, this 25<sup>th</sup> day of February, 2002, upon  
consideration of Plaintiff's Motion For Special Service and the  
Affidavit of Good Faith Investigation attached hereto, it is hereby  
ORDERED that service of the Complaint in Mortgage Foreclosure and  
all subsequent pleadings on Defendant(s), Tracy L. Gisewhite shall  
be complete when Plaintiff or its counsel or agent has mailed true  
and correct copies of the Complaint in Mortgage Foreclosure and all  
subsequent pleadings by certified mail and regular mail to the last  
known address of Defendant(s), Tracy L. Gisewhite at RR 322 Box 24,  
Pennsylvania Furnace, PA 16865 and P.O. Box 24 Post Office Road,  
Bradford Twp., Mineral Springs, PA 16855 and by posting the  
mortgaged premises located at P.O. Box 24 Post Office Road,  
Bradford Twp., Mineral Springs, PA 16855.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

J.

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

FEB 25 2002

Attest.

William L. Han  
Prothonotary

EXHIBIT B

EXHIBIT

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

NOTICE OF SHERIFF'S SALE OF RJ

TO: Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Mineral Springs, PA 16855

Value

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

① F7373C 1A1417D S E

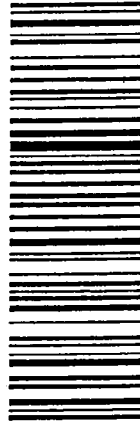
Postage	Certified Fee	Return Receipt Fee (Endorsement Required)	Restricted Delivery Fee (Endorsement Required)	Total Postage & Fees
\$ 34	810	150		\$ 3.94

Postmark Here

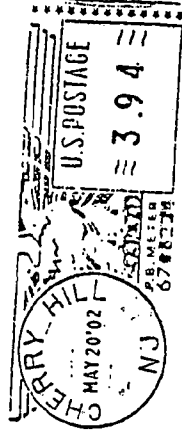
Sent To: *Mark J. Gisewhite*  
Street, Apt. No.,  
or PO Box No.: *PO Box 24 Post Office Road*  
City, State ZIP+4: *Mineral Springs PA 16855*

PS Form 3800, January 2001 See Reverse for Instructions

E224 898T 0000 0940 2002  
E224 898T 0000 0940 2002



CERTIFIED MAIL



**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- 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, January 2001 (Reverse) 102595-M-02-0451

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p><i>Tracy L. Givens</i>  <i>P.O. Box 24 Post Office</i>  <i>Mineral Spring PA 18833</i></p>		<p>A. Signature</p> <p><i>X</i></p>	<p><input type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p>
<p>2. Article Number            (Transfer from service label)</p> <p>7002 0460 0000 1868 4273</p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail</p> <p><input type="checkbox"/> Registered</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Express Mail</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> C.O.D.</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>5. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>PS Form 3811, August 2001</p> <p>Domestic Return Receipt</p> <p>102595-01-M-2509</p>			

**EXHIBIT B**

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

0128739  
 0128739  
 0128739

Postage \$ 34  
 Certified Fee \$ 210  
 Return Receipt Fee \$ 150  
 Restricted Delivery Fee \$ 394  
 Total Postage & Fees \$ 394

Sent To Tracy L. Gisewhite  
 Street, Apt. No. RR 322 Box 24  
 City, State, ZIP+4 Pennsylvania, PA 16865

PS Form 3800, January 2001 See Reverse for Instructions

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



CERTIFIED MAIL



**NOTICE OF SHERIFF'S SALE OF**

TO: Tracy L. Gisewhite  
 RR 322 Box 24  
 Pennsylvania Furnace, PA 16865

16865 PA



EXHIBIT F

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- 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 values, 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, January 2001 (Reverse)  
102595-M-02-0451

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: <i>Tracy D. Giacalone</i> <i>RR 322, Box 24</i> <i>Pennsylvania</i> <i>Furnace PA 16865</i></p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><b>X</b></p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>			
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>			
<p>2. Article Number (Transfer from service label) 7002 0460 0000 1868 4266</p>			
<p>PS Form 3811, August 2001</p>		<p>Domestic Return Receipt</p>	

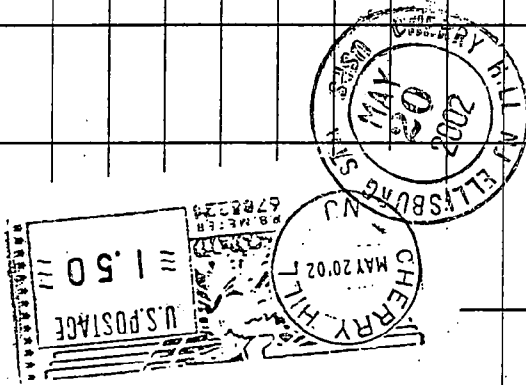
102595-01-M-2509

Name and Address of Sender  
**JODIE**

**LAW OFFICES**

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

Line	Article Number	Name of Addressee, Street, and Post Office Address	Registered Mail			Check appropriate block for Registered Mail:			Affix stamp here if issued as certificate of mailing or for additional copies of this bill.									
			<input type="checkbox"/> Registered	<input type="checkbox"/> Insured	<input type="checkbox"/> COD	<input type="checkbox"/> Certified	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Int'l Recorded Del.	<input type="checkbox"/> Express Mail	Handling Charge	Act. Value (if Regs.)	Insured Value	Due Sender if COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1	0128739	TRACY L. GISEWHITE P.O. BOX 24, POST OFFICE ROAD, MINERAL SPRINGS, PA 16855																
2	GISEWHITE	TRACY L. GISEWHITE RR 322 BOX 24, PENNSYLVANIA FURNACE, PA 16865																
3	CLEARFIELD COUNTY																	
4																		
5																		
6																		
7																		
8																		
9																		
10																		
11																		
12																		
13																		
14																		
15																		



Total number of pieces listed by Sender **2**

Total Number of Pieces Received at Post Office **2**

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 nonnegotiable 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.

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for  
registered Holders  
of Option One Mortgage Loan  
Trust 2000-C, Asset-Backed  
Certificates, Series 2000-C,  
without resource  
Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

**FILED**

MAY 23 2002

William A. Shaw  
Prothonotary

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855

NO. 01-1929-CD

Defendant(s)

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the NOTICE OF SALE to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: MAY 20, 2002

Tracy L. Gisewhite  
RR 322 BOX 24,  
PENNSYLVANIA FURNACE, PA 16855

P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: MAY 21, 2002

MARK J. UDREN & ASSOCIATES

  
\_\_\_\_\_  
Mark J. Udren, Esquire

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

Wells Fargo Bank Minnesota, N.A., as  
Trustee for registered Holders of  
Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

Plaintiff

v.

Tracy L. Gisewhite

Defendant(s)

ORDER

AND NOW, this 25<sup>th</sup> day of February, 2002, upon  
consideration of Plaintiff's Motion For Special Service and the  
Affidavit of Good Faith Investigation attached hereto, it is hereby  
ORDERED that service of the Complaint in Mortgage Foreclosure and  
all subsequent pleadings on Defendant(s), Tracy L. Gisewhite shall  
be complete when Plaintiff or its counsel or agent has mailed true  
and correct copies of the Complaint in Mortgage Foreclosure and all  
subsequent pleadings by certified mail and regular mail to the last  
known address of Defendant(s), Tracy L. Gisewhite at RR 322 Box 24,  
Pennsylvania Furnace, PA 16865 and P.O. Box 24 Post Office Road,  
Bradford Twp., Mineral Springs, PA 16855 and by posting the  
mortgaged premises located at P.O. Box 24 Post Office Road,  
Bradford Twp., Mineral Springs, PA 16855.

BY THE COURT:

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

/s/ JOHN K. REILLY, JR.

J.

FEB 25 2002

Attest.

William L. Han  
Prothonotary

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

0178737C 1A MAILD S E

Postage	\$ 34
Certified Fee	810
Return Receipt Fee (Endorsement Required)	150
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94

Postmark Here

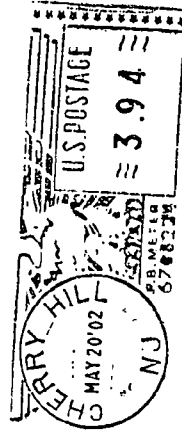
Sent to *Mauro G. Gonsky*  
 Street, Apt. No., or PO Box No. *PO Box 24 Post Office Road*  
 City, State ZIP+4 *Mineral Springs PA 16855*

PS Form 3800, January 2001 See Reverse for Instructions

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



**CERTIFIED MAIL**



**NOTICE OF SHERIFF'S SALE OF RJ**

TO: Tracy L. Gisewhite  
 P.O. Box 24 Post Office Road  
 Mineral Springs, PA 16855

*Value*

**Certified Mail Provides:**

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

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- Certified Mail is not available for any class of international mail.
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- 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, January 2001 (Reverse) 102595-M-02-0451

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p><i>Thayer J. Givens</i>  <i>P.O. Box 24</i>  <i>Mineral Spring, AR 72803</i></p>		<p>A. Signature <input checked="" type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery</p>	
<p>2. Article Number            (Transfer from service label) 7002 0460 0000 1868 4273</p> <p>PS Form 3811, August 2001</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes            If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>Domestic Return Receipt</p> <p>102595-01-M-2509</p>			

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

01287357 *Cherry Hill* **SE**

Postmark Here

Postage	\$ 34
Certified Fee	\$ 10
Return Receipt Fee (Endorsement Required)	\$ 150
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 394

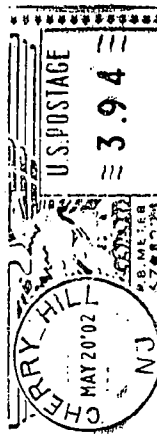
Sent To: *Tracy L. Gisewhite*  
 Street, Apt. No.: *RR 322 Box 24*  
 City, State, ZIP+4: *Pennsylvania Furnace, PA 16865*

PS Form 3800, January 2001 See Reverse for Instructions

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



**CERTIFIED MAIL**



**NOTICE OF SHERIFF'S SALE OF F**

**TO: Tracy L. Gisewhite**  
**RR 322 Box 24**  
**Pennsylvania Furnace, PA 16865**

*1000 12*

PS Form 3800, January 2001 (Reverse)

102595-M-02-0451

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

Receipt is not needed, detach and affix label with postage and mail.

■ 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 endorsement "Restricted Delivery".

■ 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".

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■ 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".

■ 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.

■ **NO INSURANCE COVERAGE IS PROVIDED WITH Certified Mail.** For valuables, please consider insured or Registered Mail.

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■ Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.

**Important Reminders:**

■ A record of delivery kept by the Postal Service for two years

■ A signature upon delivery

■ A unique identifier for your mailpiece

■ A mailing receipt

**Certified Mail Provides:**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent ☐ Addressee

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

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 ☐ No

**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:

Tracy D. Givulito  
PR 322 Box 24  
Pennsylvania  
Furnace PA 16865

2. Article Number 7002 0460 0000 1868 4266

(Transfer from service label)

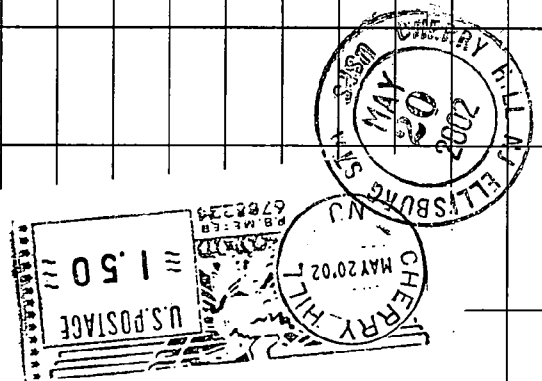
PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509



Name and Address Of Sender		LAW OFFICES MARK J. UDREN & ASSOCIATES 1040 N. KINGS HIGHWAY SUITE 500 CHERRY HILL, NJ 08034		Name of Addressee, Street, and Post Office Address		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> 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. Postmark and Date of Receipt				
Line	Article Number					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	Remarks
1	0128739	TRACY L. GISEWHITE P.O. BOX 24, POST OFFICE ROAD, MINERAL SPRINGS, PA 16855														
2	GISEWHITE	TRACY L. GISEWHITE RR 322 BOX 24, PENNSYLVANIA FURNACE, PA 16865														
3	CLEARFIELD COUNTY															
4																
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
Total number of Pieces Listed by Sender		2		Total Number of Pieces Received at Post Office		2		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 nonnegotiable 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.				



ATTORNEY FOR PLAINTIFF

### PRAECIPE FOR WRIT OF EXECUTION

Issue Writ of Execution in the above matter:

\$\_\_\_\_\_

Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**FILED**

APR 19 2002

William A. Shaw  
Prothonotary

APR 19 2002  
 mia slatty Under pd \$20.00  
 William A. Shaw  
 Prethonyetary  
 6writs Sherry

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-  
Backed Certificates,  
Series 2000-C, without  
resource Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

NO. 01-1929-CD

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 24 Post Office Road, Bradford TWP.  
Mineral Springs, PA 16855  
SEE LEGAL DESCRIPTION ATTACHED

Amount due

\$43,898.19

Interest From 4/17/02  
to Date of Sale  
Per diem @\$10.17

(Costs to be added)

\$

303.75

Prothonotary

By

*William L. Shaffer*  
Clerk

Date

4/19/02

COURT OF COMMON PLEAS  
NO. 01-1929-CD

Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders  
of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource

vs.

Tracy L. Gisewhite

WRIT OF EXECUTION

REAL DEBT \$ 43,898.19

INTEREST \$  
from 4/17/02 to  
Date of Sale  
Per diem @\$10.17

COSTS PAID:

PROTHY \$

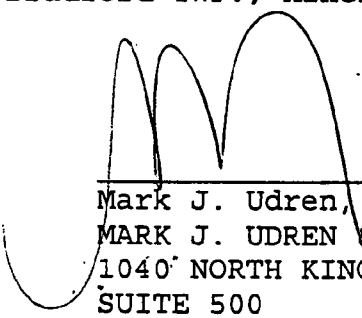
SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY. \$

PREMISES TO BE SOLD:

P.O. Box 24 Post Office Road  
Bradford TWP., Mineral Springs, PA 16855

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

ALL THAT CERTAIN LOT OR PARCEL OR GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATE IN THE TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD AND THE STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF OLD HIGHWAY LEADING TO CLEARFIELD, SAID POINT BEING LOCATED SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST SEVENTY-FIVE AND ONE-TENTH (75.1) FEET FROM THE SOUTHWEST CORNER LOT PREVIOUSLY CONVEYED TO BIRTUS BALFORD MCDOWELL, ET UX, BY DEED OF DATED AUGUST 11, 1994; THENCE ALONG THE NORTHERLY LINE OF SAID OLD HIGHWAY SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST FIFTY-EIGHT (58) FEET, MORE OR LESS, TO A POINT ON THE LINE OF LANDS NOW OR LATE OF SARGENT; THENCE ALONG THE LINE OF SAID SARGENT LANDS NORTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES WEST ONE HUNDRED FORTY NINE AND SEVEN-TENTHS (149.7) FEET OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY; ROUTE NO. 322, LEADING TO CLEARFIELD; THENCE ALONG SAID LINE OF SAID HIGHWAY NORTH SEVENTY-THREE (73) DEGREES NINE (9) MINUTES EAST FIFTY-SIX AND SEVEN-TENTHS (56.7) FEET TO A POINT; THENCE BY LINE OF OTHER LANDS OF HARBISON-WALKER REFRACTORIES COMPANY SOUTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES EAST ONE HUNDRED THIRTY-SEVEN AND SIX-TENTHS (137.6) FEET TO THE PLACE OF BEGINNING.

SUBJECT TO ANY RIGHT OF THE COMMONWEALTH OF PENNSYLVANIA TO USE ANY PART OF THE NORTHERN END OF THE ABOVE-DESCRIBED LOT FOR A FILL TO SUPPORT THE STATE HIGHWAY.

BEING FURTHER DESCRIBED IN THE ASSESSMENT RECORDS OF CLEARFIELD COUNTY AS TAX MAP NO. M09-625-00016.

UNDER AND SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS, EASEMENTS, RIGHTS AND RIGHTS OF WAY AS CONTAINED IN PRIOR DEEDS AND INSTRUMENTS OF RECORD.

BEING KNOWN AS P.O. BOX 24 POST OFFICE ROAD, MINERAL SPRINGS, PA 16855.

PROPERTY ID: 106-M09-625-00016

TITLE TO SAID PREMISES IS VESTED IN TRACY L. GISEWHITE, A SINGLE INDIVIDUAL, BY DEED FROM ROBERT J. GISEWHITE AND SYLVIA GISEWHITE, IN INSTRUMENT 200005852.

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-  
Backed Certificates,  
Series 2000-C, without  
resource Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038

Plaintiff

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

NO. 01-1929-CD

**FILED**

APR 19 2002

01/2001 atty Udren  
William A. Shaw  
Prothonotary  
pd \$50.00

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

not too  
stat. to atty

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	\$42,031.23
Interest Per Complaint	1,749.24
From 10/27/01 to 4/16/02	
Late charges per Complaint	117.72
From 10/27/01 to 4/16/02	

TOTAL \$43,898.19

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: 4/19/02

PRO PROTHY

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

Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders  
of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource  
Option One Mortgage Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855

NO. 01-1929-CD

Defendant(s)

DATED: April 3, 2002  
TO: Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855

**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 Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-932-0311  
717-238-6715  
E-Mail: [info@pabar.org](mailto:info@pabar.org)  
Internet: [www.pabar.org](http://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 Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-932-0311  
717-238-6715  
E-Mail: [info@pabar.org](mailto:info@pabar.org)  
Internet: [www.pabar.org](http://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.

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

Wells Fargo Bank Minnesota,  
N.A.,  
as Trustee for registered  
Holders  
of Option One Mortgage Loan  
Trust  
2000-C, Asset-Backed  
Certificates,  
Series 2000-C, without  
resource  
Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
  
MORTGAGE FORECLOSURE

NO. 01-1929-CD

v.  
Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF

:  
:  
SS  
:

COUNTY OF

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:

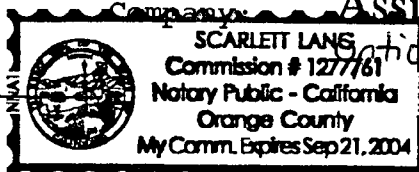
Defendant: Tracy L. Gisewhite  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Defendant:  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Sworn to and subscribed  
before me this day  
of Scarlett 2001

Notary Public

Cynthia Van Patten  
Name: Cynthia Van Patten  
Title: Assistant Secretary  
Company: Option One mortgage Corp





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

Wells Fargo Bank Minnesota, N.A., as  
Trustee for registered Holders of  
Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource

Plaintiff

v.

Tracy L. Gisewhite

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

O R D E R

AND NOW, this 25<sup>th</sup> day of February, 2002, upon  
consideration of Plaintiff's Motion For Special Service and the  
Affidavit of Good Faith Investigation attached hereto, it is hereby  
ORDERED that service of the Complaint in Mortgage Foreclosure and  
all subsequent pleadings on Defendant(s), Tracy L. Gisewhite shall  
be complete when Plaintiff or its counsel or agent has mailed true  
and correct copies of the Complaint in Mortgage Foreclosure and all  
subsequent pleadings by certified mail and regular mail to the last  
known address of Defendant(s), Tracy L. Gisewhite at RR 322 Box 24,  
Pennsylvania Furnace, PA 16865 and P.O. Box 24 Post Office Road,  
Bradford Twp., Mineral Springs, PA 16855 and by posting the  
mortgaged premises located at P.O. Box 24 Post Office Road,  
Bradford Twp., Mineral Springs, PA 16855.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

J.

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

FEB 25 2002

Attest.

William L. Han  
Prothonotary

COPY

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

Wells Fargo Bank Minnesota, N.A.  
Option One Mortgage Corporation  
Plaintiff(s)

No.: 2001-01929-CD

Real Debt: \$43,898.19

Atty's Comm:

Vs.

Costs: \$

Int. From:

Tracy L. Gisewhite  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 19, 2002

Expires: April 19, 2007

Certified from the record this 19th of April, 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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-  
Backed Certificates,  
Series 2000-C, without  
resource

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

v.

Tracy L. Gisewhite

Defendant(s)

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification for the  
Verification attached to the Complaint in Mortgage Foreclosure with  
regard to the captioned matter.

DATED: April 16, 2002

MARK J. UDREN & ASSOCIATES

BY:

Mark J. Udren, Esquire  
Attorney for Plaintiff

**FILED**

APR 18 2002

m12401noce

William A. Shaw  
Prothonotary

*[Signature]*

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

The undersigned, an officer of the Corporation which is the Plaintiff in the foregoing Complaint or an officer of the Corporation which is the servicing agent of Plaintiff, and being authorized to make this verification on behalf of the Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

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

Date: 12-14-01

Cynthia Van Patten  
Name:  
Title: **Cynthia Van Patten**  
Company: **Assistant Secretary**  
*Option One mortgage*

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for  
registered Holders of Option  
One Mortgage Loan Trust  
2000-C, Asset-Backed  
Certificates, Series 2000-C,  
without resource

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 01-1929-CD

v.

Tracy L. Gisewhite

Defendant(s)

#### VERIFICATION OF SERVICE

Based upon information supplied by the Sheriff of Clearfield County, service of the Complaint In Mortgage Foreclosure upon the below listed Defendant(s) was successful in accordance with Pa.R.C.P. 402 or 3129.2:

Defendant: Tracy L. Gisewhite

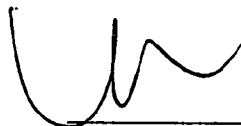
Place of Service: P.O. Box 24 Post Office Road  
Bradford TWP., Mineral Springs, PA 16855

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐  
☒ Vacant ☒ Other: Per the Clearfield County Sheriff's office,  
Tracy L. Gisewhite was served on 3/11/02 by posting the above  
said property per court order.

Mark J. Udren, Esquire, the undersigned, understands that the statements herein set forth above are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

April 3, 2002

**FILED**



Mark J. Udren, Esquire  
Attorney for Plaintiff

APR 04 2002  
m/ll:14/rocc  
William A. Shaw  
Prothonotary



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

Sheriff Docket # 11804

WELLS FARGO BANK MINNESOTA

01-1929-CD

VS.

GISEWHITE, TRACY L.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW MARCH 11, 2002 AT 11:07 AM EST POSTED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE ON THE PROPERTY OF TRACY L. GISEWHITE,  
DEFENDANT AT PO BOX 24, POST OFFICE ROAD, BRADFORD TOWNSHIP,  
MINERAL SPRINGS, CLEARFIELD COUNTY, PENNSYLVANIA.

**Return Costs**

Cost	Description
12.25	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**FILED**

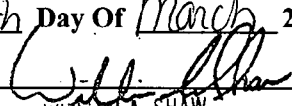
MAR 18 2002

018:49


William A. Shaw  
Prothonotary

Sworn to Before Me This

18th Day Of March 2002

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

So Answers,

  
Chester A. Hawkins  
Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11804

WELLS FARGO BANK MINNESOTA

01-1929-CD

VS.

GISEWHITE, TRACY L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 2, 2002, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TRACY L. GISEWHITE, DEFENDANT.

NOW JANUARY 16, 2002 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TRACY L. GISEWHITE, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND", ADDRESS DOES NOT EXIST IN CENTRE CO.

Return Costs

Cost	Description
14.57	SHFF. HAWKINS PAID BY: ATTY.
31.00	SHFF. NAU PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAR 18 2002

019209

William A. Shaw  
Prothonotary

Sworn to Before Me This

18th Day Of March, 2002

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

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

11804

<b>SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>		<b>INSTRUCTIONS FOR SERVICE OF PROCESS:</b> You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
1. Plaintiff(s) <i>Wells Fargo Bank</i>		2. Case Number <i>01-1929-CD</i>	
3. Defendant(s) <i>Tracy L. Gisewhite</i>		4. Type of Writ or Complaint: <i>Mortgage Foreclosure</i>	
5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <i>Tracy L. Gisewhite</i>			
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <i>Rr 322 Box 24, Penna Furnace, Pa. 16865</i>			
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other			
Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE			

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>									
13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title			14. Date Filed		15. Expiration/Hearing Date				
<b>TO BE COMPLETED BY SHERIFF</b>									
16. Served and made known to _____, on the _____ day of _____, 20 _____, at _____ o'clock, _____ m., at _____, County of Centre Commonwealth of Pennsylvania, in the manner described below: <input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____									
On the <u>16</u> day of <u>January</u> , 20 <u>02</u> , at <u>2:30</u> o'clock, <u>P</u> M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input checked="" type="checkbox"/> Other _____									
Remarks: <u>Address doesn't exist in Centre County</u>									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>5.00</u>	<u>—</u>	<u>2.50</u>	<u>12.00</u>	<u>.50</u>	<u>2.00</u>	<u>31.00</u>	<u>44.00</u>
17. AFFIRMED and subscribed to before me this <u>21</u>				So Answer.					
20. day of <u>January</u> 20 <u>02</u>				18. Signature of Dep. Sheriff <i>Todd A. Miller</i>				19. Date <u>1-16-02</u>	
23. <u>Corinne Peters</u> Notary Public				21. Signature of Sheriff				22. Date	
My Comm. Expires <u>1-16-05</u>				SHERIFF OF CENTRE COUNTY					
24. ACKNOWLEDGED AND RETURNED TO SENDER OF AUTHORIZED AUTHORITY AND TITLE Member, Pennsylvania Association of Notaries				Amount Pd. _____ Page _____				25. Date Received	





CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

#0026  
OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765- 5915

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

WELLS FARGO BANK

TERM & NO. 01-1929-CD

VS

**SERVE BY:** 1/18/02

OR

TRACY L. GISEWHITE

**HEARING DATE:**

**DOCUMENT TO BE SERVED:**

COMPLAINT IN MORTGAGE FORECLOSURE

**MAKE REFUND PAYABLE TO:**

MARK J. UDREN & ASSOC.

**SERVE:**

TRACY L. GISEWHITE

**ADDRESS:**

RR 322 Box 24, Penna. Furnace, Pa.

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF of CENTRE County Pennsylvania to execute this writ.

This Deputation being made at the request and risk of the Plaintiff this 2nd day of JANUARY 2001. 2002.

Respectfully,

  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

pg 1887-1A9  
pd. 7500

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

WE HEREBY CERTIFY THE  
WITHIN TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-  
Backed Certificates, Series  
2000-C, without resource  
Option One Mortgage  
Corporation  
C/O Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038

Plaintiff

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

NO. 01-1929-CO

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 Lawyer Referral Service  
Pennsylvania Bar Association

P.O. Box 186  
Harrisburg, PA 17108  
800-932-0311  
717-238-6715

E-Mail: [info@pabar.org](mailto:info@pabar.org)  
Internet: [www.pabar.org](http://www.pabar.org)

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

NOV 28 2001

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Court

Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
12-19-01  
Deputy Prothonotary

## **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar 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 Lawyer Referral Service  
Pennsylvania Bar Association  
P.O.Box 186  
Harrisburg, PA 17108  
800-932-0311  
717-238-6715  
E-Mail: [info@pabar.org](mailto:info@pabar.org)  
Internet: [www.pabar.org](http://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: Option One Mortgage Corporation  
Assignments of Record to: Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates, Series 2000-C, without resource  
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 24 Post Office Road  
MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Bradford  
COUNTY: Clearfield  
DATE EXECUTED: 04/28/00  
DATE RECORDED: 05/01/00 INSTRU: 200005853

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 10/26/01


Principal of debt due and unpaid	\$36,564.01
Interest at 10.15%*	
from 6/01/01	
to 10/26/01	
(the per diem interest accruing on this debt is \$10.17 and that sum should be added each day after 10/26/01)	1,501.44
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance)	
(The monthly escrow on this account is \$0 and that sum should be added on the first of each month after 10/26/01)	0.00
Late Charges	
(monthly late charge of \$19.62 should be added on the fifteenth of each month after 10/26/01)	78.48
Total fees	46.00
Prepayment penalty interest	1483.10
Attorneys Fees (anticipated and actual to 5% of principal)	1,828.20
TOTAL	\$42,031.23

\* 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 \$42,031.23 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 LOT OR PARCEL OR GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATE IN THE TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD AND THE STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF OLD HIGHWAY LEADING TO CLEARFIELD, SAID POINT BEING LOCATED SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST SEVENTY-FIVE AND ONE-TENTH (75.1) FEET FROM THE SOUTHWEST CORNER LOT PREVIOUSLY CONVEYED TO BIRTUS BALFORD MCDOWELL, ET UX, BY DEED OF DATED AUGUST 11, 1994; THENCE ALONG THE NORTHERLY LINE OF SAID OLD HIGHWAY SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST FIFTY-EIGHT (58) FEET, MORE OR LESS, TO A POINT ON THE LINE OF LANDS NOW OR LATE OF SARGENT; THENCE ALONG THE LINE OF SAID SARGENT LANDS NORTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES WEST ONE HUNDRED FORTY NINE AND SEVEN-TENTHS (149.7) FEET OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY; ROUTE NO. 322, LEADING TO CLEARFIELD; THENCE ALONG SAID LINE OF SAID HIGHWAY NORTH SEVENTY-THREE (73) DEGREES NINE (9) MINUTES EAST FIFTY-SIX AND SEVEN-TENTHS (56.7) FEET TO A POINT; THENCE BY LINE OF OTHER LANDS OF HARBISON-WALKER REFRACTORIES COMPANY SOUTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES EAST ONE HUNDRED THIRTY-SEVEN AND SIX-TENTHS (137.6) FEET TO THE PLACE OF BEGINNING.

SUBJECT TO ANY RIGHT OF THE COMMONWEALTH OF PENNSYLVANIA TO USE ANY PART OF THE NORTHERN END OF THE ABOVE-DESCRIBED LOT FOR A FILL TO SUPPORT THE STATE HIGHWAY.

BEING FURTHER DESCRIBED IN THE ASSESSMENT RECORDS OF CLEARFIELD COUNTY AS TAX MAP NO. M09-625-00016.

UNDER AND SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS, EASEMENTS, RIGHTS AND RIGHTS OF WAY AS CONTAINED IN PRIOR DEEDS AND INSTRUMENTS OF RECORD.







OPTION ONE  
M O R T G A G E

Start Here. Finish Here.

September 11, 2001

Tracy L Gisewhite  
Po Box 24 Post Office Road  
Mineral Springs, PA 16855-

UDREN

Homeowners Name: Tracy L Gisewhite

Property Address: Po Box Post Office Rd, Mineral Springs PA 16855

Loan Account No.: 284391-0

Original Lender: OPTION ONE

Current Lender/Servicer: Option One Mortgage Corporation

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 designated 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.

OP171

Exhibit A





OPTION ONE  
M O R T G A G E

Re: Loan No. 284391-0

Start Here. Finish Here.

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.

OP171





**OPTION ONE**  
M O R T G A G E

Re: Loan No. 284391-0

\*\*\*\*\*  
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:

Po Box Post Office Rd, Mineral Springs PA 16855

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

(a) Monthly payments: 1 MONTHS @ \$ 327.03  
2 MONTHS @ \$ 327.03

\$ 981.09

(b) Previous late charges;

\$ 39.24

(c) Other charges; Escrow, Inspection,  
NSF checks

\$

(d) Other provisions of the mortgage obligation,  
if any

\$

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED  
AS OF THIS DATE

\$ 1020.33

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

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 \$1020.33, 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 send to:

Overnight Mail Address

3 Ada  
Irvine, Ca. 92618

Western Union Quick Collect

Pay to: Option One Mortgage Corporation  
Code City: Option, Ca

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

OP172





Re: Loan No. 284391-0

Start Here. Finish Here.

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 brings 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.

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 (7) SEVEN 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.

OP173





**OPTION ONE**  
M O R T G A G E

Start Here. Finish Here.

Re: Loan No. 284391-0

HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 7515 Irvine Center Drive  
Attn: Kerry Delahunty  
Address: Irvine, CA. 92618  
Phone Number: 800-326-1500, Ext. 8001  
Fax Number: 949-784-6033  
Contact Person: ROSA TERAN X5738  
Office hours: Monday through Thursday 7:00 a.m. to 9:00 p.m. PST  
Friday 7:00 a.m. to 6:00 p.m. PST.

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, 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.

YOU MAY ALSO HAVE THE RIGHT TO:

\* 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 CURED 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.

OP174



7000 1670 0010 2304 8405

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

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

Postmark  
Here

Sent To  
Tracy L. White  
Street, Apt. No., or PO Box No.  
LA # 2843910  
City, State, ZIP+4

PS Form 3800, May 2000

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 # 11804

WELLS FARGO BANK MINNESOTA

01-1929-CD

VS.

GISEWHITE, TRACY L.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JANUARY 18, 2002, WILLIAM G. WALTERS, SHERIFF OF HUNTINGDON COUNTY WAS DEPUTIZED BY CHESTER A HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TRACY L. GISEWHITE, DEFENDANT.

NOW JANUARY 29, 2002 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TRACY L. GISEWHITE, DEFENDANT BY DEPUTIZING THE SHERIFF OF HUNTINGDON COUNTY. THE RETURN OF SHERIFF WALTERS IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND". NO SUCH PERSON LISTED AT POST OFFICE.

**Return Costs**

Cost	Description
18.80	SHFF. HAWKINS PAID BY: ATTY.
28.88	SHFF. WALTERS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**FILED**

MAR 18 2002

01910

William A. Shaw  
Prothonotary

Sworn to Before Me This

18th Day Of March 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*  
*My Mauly Hamr*

Chester A. Hawkins

Sheriff



11804



# SHERIFF'S OFFICE

## HUNTINGDON COUNTY, PENNSYLVANIA

241 Mifflin Street  
Huntingdon, PA 16652  
Telephone: 814-643-0880  
William G. Walters, Sheriff

WELLS FARGO BANK MINNESOTA, N.A.  
AS TRUSTEE OF OPTION ONE MORTGAGE  
LOAN TRUST

NO. 1929 TERM 01

VS:  
TRACY L. GISEWHITE

NOW, JANUARY 29, 2002, I AM UNABLE TO LOCATE THE WITHIN  
NAMED DEFENDANT, TRACY L. GISEWHITE, WITHIN MY BAILIWICK, I  
RETURN THIS COMPLAINT

"NOT FOUND". REASON UNABLE TO SERVE: NO SUCH INDIVIDUAL LISTED WITH  
THE PENNSYLVANIA FURNACE POST OFFICE. THROUGH CHECKING DRIVER'S LICENSE

INFO, THIS DEPARTMENT FOUND RECORDS TO INDICATE THIS INDIVIDUAL MAY BE IN THE MIFFLIN COUNTY AREA, WITH ADDRESS LISTED AS PO BOX 184 BURNHAM, PA

SWORN AND SUBSCRIBED TO  
BEFORE ME THIS 30<sup>th</sup>  
DAY OF January  
2002, A.D.

Kay Coons  
PROTHONOTARY/NOTARY PUBLIC

KAY COONS  
PROTHONOTARY  
HUNTINGDON COUNTY, PENNSYLVANIA  
MY COMMISSION EXPIRES JANUARY 2, 2006

SO ANSWERS,

William G. Walters

WILLIAM G. WALTERS, SHERIFF

Angie S. Duerksen

OFFICE SECRETARY ANGIE S. DUERKSEN  
CHIEF DEPUTY/DEPUTY

### COSTS:

REC & DOC	9.00
RETURN NOT FOUND.	5.00
MILEAGE/POSTAGE	14.88
SURCHARGE	---
AFFIDAVIT	N/C
MISC	---
<b>TOTAL COSTS</b>	<b>\$28.88 PAID</b>



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765- 5915

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

WELLS FARGO BANK MINNESOTA

TERM & NO. 01-1929-CD

VS

**SERVE BY:** 2/15/02

OR

TRACY L. GISEWHITE

**HEARING DATE:**

**DOCUMENT TO BE SERVED:**

COMPLAINT IN MORTGAGE FORECLOSURE

**MAKE REFUND PAYABLE TO:** MARK J. UDREN & ASSOC.

**SERVE:** TRACY L. GISEWHITE

**ADDRESS:** RR 322 Box 24, Pennsylvania Furnace, Pa. 16865

WE PREVIOUSLY SENT THIS TO CENTRE COUNTY THEY COULDN'T FIND THIS ADDRESS EITHER.

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF of HUNTINGDON County Pennsylvania to execute this writ.

This Deputation being made at the request and risk of the Plaintiff this 18th day of JANUARY 2002.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

COPY  
0128739

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-  
Backed Certificates, Series  
2000-C, without resource  
Option One Mortgage  
Corporation  
C/O Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

Plaintiff

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

NO. 01-1929-CO

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 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

1-16-02 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

12-19-01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

FILED

NOV 28 2001

11:22pm  
William A. Shaw  
Prothonotary

0128739

MARK J. UDREN & ASSOCIATES

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

1040 N. KINGS HIGHWAY, SUITE 500

CHERRY HILL, NJ 08034

856-482-6900

WE HEREBY CERTIFY THE  
WITHIN TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-  
Backed Certificates, Series  
2000-C, without resource  
Option One Mortgage  
Corporation  
C/O Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

NO.

COMPLAINT IN MORTGAGE FORECLOSURE

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Internet: [www.pabar.org](http://www.pabar.org)

## **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 ascentar 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 Lawyer Referral Service  
Pennsylvania Bar Association**

**P.O.Box 186**

**Harrisburg, PA 17108**

**800-932-0311**

**717-238-6715**

**E-Mail: [info@pabar.org](mailto:info@pabar.org)**

**Internet: [www.pabar.org](http://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: Option One Mortgage Corporation

Assignments of Record to: Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates, Series 2000-C, without resource  
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 24 Post Office Road  
MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Bradford  
COUNTY: Clearfield  
DATE EXECUTED: 04/28/00  
DATE RECORDED: 05/01/00 INSTRU: 200005853

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 10/26/01

Principal of debt due and unpaid	\$36,564.01
Interest at 10.15%*	
from 6/01/01	
to 10/26/01	
(the per diem interest accruing on this debt is \$10.17 and that sum should be added each day after 10/26/01)	1,501.44
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance)	
(The monthly escrow on this account is \$0 and that sum should be added on the first of each month after 10/26/01)	0.00
Late Charges	
(monthly late charge of \$19.62 should be added on the fifteenth of each month after 10/26/01)	78.48
Total fees	46.00
Prepayment penalty interest	1483.10
Attorneys Fees (anticipated and actual to 5% of principal)	1,828.20
TOTAL	\$42,031.23


\* 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 \$42,031.23 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 LOT OR PARCEL OR GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATE IN THE TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD AND THE STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF OLD HIGHWAY LEADING TO CLEARFIELD, SAID POINT BEING LOCATED SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST SEVENTY-FIVE AND ONE-TENTH (75.1) FEET FROM THE SOUTHWEST CORNER LOT PREVIOUSLY CONVEYED TO BIRTUS BALFORD MCDOWELL, ET UX, BY DEED OF DATED AUGUST 11, 1994; THENCE ALONG THE NORTHERLY LINE OF SAID OLD HIGHWAY SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST FIFTY-EIGHT (58) FEET, MORE OR LESS, TO A POINT ON THE LINE OF LANDS NOW OR LATE OF SARGENT; THENCE ALONG THE LINE OF SAID SARGENT LANDS NORTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES WEST ONE HUNDRED FORTY NINE AND SEVEN-TENTHS (149.7) FEET OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY; ROUTE NO. 322, LEADING TO CLEARFIELD; THENCE ALONG SAID LINE OF SAID HIGHWAY NORTH SEVENTY-THREE (73) DEGREES NINE (9) MINUTES EAST FIFTY-SIX AND SEVEN-TENTHS (56.7) FEET TO A POINT; THENCE BY LINE OF OTHER LANDS OF HARBISON-WALKER REFRACTORIES COMPANY SOUTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES EAST ONE HUNDRED THIRTY-SEVEN AND SIX-TENTHS (137.6) FEET TO THE PLACE OF BEGINNING.

SUBJECT TO ANY RIGHT OF THE COMMONWEALTH OF PENNSYLVANIA TO USE ANY PART OF THE NORTHERN END OF THE ABOVE-DESCRIBED LOT FOR A FILL TO SUPPORT THE STATE HIGHWAY.

BEING FURTHER DESCRIBED IN THE ASSESSMENT RECORDS OF CLEARFIELD COUNTY AS TAX MAP NO. M09-625-00016.

UNDER AND SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS, EASEMENTS, RIGHTS AND RIGHTS OF WAY AS CONTAINED IN PRIOR DEEDS AND INSTRUMENTS OF RECORD.





OPTION ONE  
MORTGAGE

Start Here. Finish Here.

September 11, 2001

Tracy L Gisewhite  
Po Box 24 Post Office Road  
Mineral Springs, PA 16855-

UDREN

Homeowners Name: Tracy L Gisewhite

Property Address: Po Box Post Office Rd, Mineral Springs PA 16855

Loan Account No.: 284391-0

Original Lender: OPTION ONE

Current Lender/Service: Option One Mortgage Corporation

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 designated 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.

OP171

Exhibit A



OPTION ONE  
MORTGAGE

Re: Loan No. 284391-0

Start Here. Finish Here.

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.

OP171





Re: Loan No. 284391-0

\*\*\*\*\*Start Here, Finish Here\*\*\*\*\*  
 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:

Po Box Post Office Rd, Mineral Springs PA 16855

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

(a) Monthly payments: 1 MONTHS @ \$ 327.03

2 MONTHS @ \$ 327.03

(b) Previous late charges;

\$ 981.09

(c) Other charges; Escrow, Inspection,  
 NSF checks

\$ 39.24

(d) Other provisions of the mortgage obligation,  
 if any

\$

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED  
 AS OF THIS DATE

\$

\$ 1020.33

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

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 \$1020.33, 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 send to:

Overnight Mail Address

3 Ada  
 Irvine, Ca. 92618

Western Union Quick Collect

Pay to: Option One Mortgage Corporation  
 Code City: Option, Ca

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

OP172





**OPTION ONE**  
M O R T G A G E

Start Here. Finish Here.

Re: Loan No. 284391-0

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 brings 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.

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 (7) SEVEN 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.

OP173





Re: Loan No. 284391-0

HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 7515 Irvine Center Drive  
Attn: Kerry Delahunty  
Address: Irvine, CA. 92618  
Phone Number: 800-326-1500, Ext. 8001  
Fax Number: 949-784-6033  
Contact Person: ROSA TERAN X5738  
Office hours: Monday through Thursday 7:00 a.m. to 9:00 p.m. PST  
Friday 7:00 a.m. to 6:00 p.m. PST.

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, 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.

YOU MAY ALSO HAVE THE RIGHT TO:

\* 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 CURED 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.

OP174



7000 1670 0010 2304 8405

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

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

Sent To Tracy Gusewhite  
 Street, Apt. No., or PO Box No. LA# 2843910  
 City, State, ZIP+4



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

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-Backed  
Certificates, Series 2000-C,  
without resource

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

Plaintiff

v.

Tracy L. Gisewhite

Defendant(s)

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Complaint in Mortgage Foreclosure to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: MARCH 8, 2002

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford Twp., Mineral Springs, PA 16855;  
RR 322 Box 24  
Pennsylvania Furnace, PA 16865

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

MARK J. UDREN & ASSOCIATES

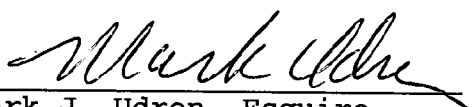
Dated: MARCH 11, 2002

**FILED**

MAR 14 2002

mjl/rocc

William A. Shaw  
Prothonotary

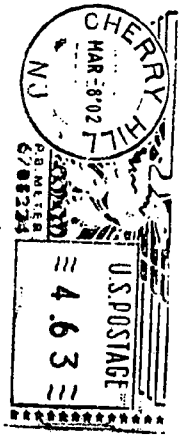
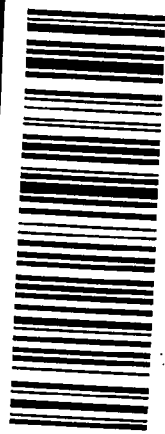
  
Mark J. Udren, Esquire  
Attorney for Plaintiff

35

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

Tracy L Gisewhite  
PO Box 24 Post Office Road  
Bedford Twp., Mineral Springs, PA  
16855

PLACE STICKER AT TOP OF ENVELOPE  
TO THE RIGHT OF RETURN ADDRESS.  
FOLD AT DOTTED LINE  
**CERTIFIED MAIL**



5904 4406 4000 DEST 0002  
5904 4406 4000 DEST 0002

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

**QCN FSI. #0128739 USE**

Postage	\$ 1.03
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.63

Postmark  
Here

Sent To  
Tracy L. Gisewhite  
Street, Apt. No., or PO Box No.  
Rt 322 Box 24  
City, State, ZIP+4  
Pennsylvania Furnace, PA 16865  
PS Form 3800, May 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:

Tracy L. Gisewhite  
RR 322 Box 24  
Pennsylvania Furnace, PA  
16805

2. Article Number

(Transfer from service label)

7000 1530 0004 9044 4865

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

B. Received by (Printed Name)

☐ Agent  
☐ Addressee

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

If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- 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, May 2000 (Reverse)

102595-00-M-2004

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

PLACE STICKER AT TOP OF ENVELOPE  
 TO THE RIGHT OF RETURN ADDRESS.  
 FOLD AT DOTTED LINE  
**CERTIFIED MAIL**



9504 4406 4000 DEST 0002  
 9504 4406 4000 DEST 0002

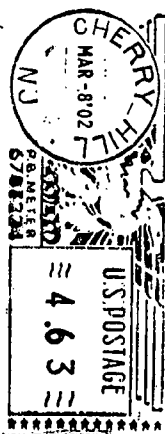
U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

0JON IS. # 0128739 S E

Postage	\$ 1.03
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.63

Postmark  
 Here

Sent To  
 Tracy L. Gisewhite  
 Street, Apt. No., or PO Box No.  
 PO Box 24 Post Office Road  
 City, State, ZIP+4  
 Bradford Twp., Mineral Springs, PA 16855  
 PS Form 3800, May 2000 See Reverse for Instructions



Tracy L. Gisewhite  
 PO Box 24 Post Office Road  
 Bradford Twp., Mineral Springs, PA  
 16855

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- 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, May 2000 (Reverse)

102595-00-M-2004

**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:

Tracy L. Giseubite  
PO Box 24 Post Office Road  
Bradford Twp, Mineral Springs, AL  
36055

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☒ X

B. Received by (Printed Name)

☐ Agent  
☐ Addressee

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7008 1538 0004 9014 4058

PS Form 3811, August 2001

Domestic Return Receipt

102585-01-M-2509

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-Backed  
Certificates, Series 2000-C,  
without resource  
Option One Mortgage Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: March 1, 2002

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**FILED**

MAR 05 2002

m/858/att/udren, pd \$7.00  
William A. Shaw  
Prothonotary / Comp. Return to

Sheryll

3.5.02 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

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

CP  
ATTORNEY FOR PLAINTIFF

Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders  
of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource

Plaintiff

v.

Tracy L. Gisewhite

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1922-CP

**FILED**

FEB 21 2002

m11135/110cc  
William A. Shaw  
Prothonotary

MOTION FOR SPECIAL SERVICE PURSUANT  
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Mark J. Udren, Esquire, moves this Honorable Court for an Order directing service of the Complaint in Mortgage Foreclosure upon Defendant(s), Tracy L. Gisewhite by regular mail and certified mail and in support thereof avers the following:

1. Process was unable to be served at the then last known address of said Defendant(s) at , P.O. Box 24 Post Office Road, Bradford Twp., Mineral Springs, PA 16855, which is the mortgaged premises. A copy of the Return of Service is attached hereto as Exhibit A.



2. Pursuant to Pa.R.C.P. 430, Plaintiff made a Good Faith Investigation, the report thereof being attached hereto as Exhibit B.

3. Pursuant to information obtained by the Good Faith Investigation, service was attempted upon the said Defendant(s) as follows:

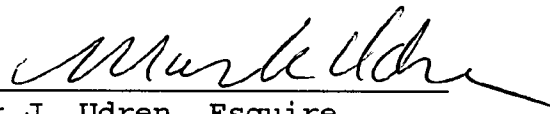
RR 322 Box 24, Pennsylvania Furnace, PA 16865

4. The Returns of Service indicating that service was unsuccessful at the above addresses are attached hereto and marked Exhibit C & D.

5. The last known address of Defendant(s) is as set forth in the attached Exhibits.

WHEREFORE, Plaintiff prays and respectfully requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint in Mortgage Foreclosure by regular mail and certified mail upon said Defendant(s), Tracy L. Gisewhite.

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

Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders  
of Option One Mortgage Loan Trust  
2000-C, Asset-Backed  
Certificates, Series 2000-C,  
without resource

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

Plaintiff

v.

Tracy L. Gisewhite

Defendant(s)

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

NOTE: A sheriff's return of "not found" or the fact that a defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a "good faith effort" to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A2d 603 (1976).

An illustration of a good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As set forth in the Returns of Service marked as Exhibits A and C & D, the Sheriff has been unable to serve the Complaint in Mortgage Foreclosure. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Good Faith Investigation marked Exhibit B.

WHEREFORE, Plaintiff prays and respectfully requests service of the Complaint in Mortgage Foreclosure upon Defendant(s) by regular mail and certified mail.

MARK J. UDREN & ASSOCIATES

By: 

Mark J. Udren, Esquire  
Attorney for Plaintiff

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

Sheriff Docket # 11804

WELLS FARGO BANK MINNESOTA

01-1929-CD

VS.

GISEWHITE, TRACY L.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JANUARY 3, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
TRACY L. GISEWHITE, DEFENDANT. HOUSE IS EMPTY.

**Return Costs**

Cost	Description
17.25	SHFF. HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

\_\_\_\_ Day Of \_\_\_\_\_ 2002

So Answers,



**Chester A. Hawkins**  
Sheriff

EXHIBIT A

## PLAYERS NATIONAL LOCATOR

### AFFIDAVIT OF GOOD FAITH INVESTIGATION

---

Loan Number 0128739

Attorney Firm. MARK J UDREN & ASSOCIATES

Case Number

Subject: TRACY GISEWHITE

A.K.A.: TRACY L GISEWHITE

New Address RR 322 BOX 24  
PENNSYLVANIA FURNACE, PA 16865

Last Known Address: P.O. BOX 24 POST OFFICE ROAD  
MINERAL SPRINGS, PA 16855

Last Known Number. ( ) -

Michael K Gross, being duly sworn according to law, deposes and says

1. I am employed in the capacity of President for Players National Locator.
2. On 12/13/2001, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

#### CREDIT INFORMATION -

- A SOCIAL SECURITY NUMBER 197-60-6221
- B. EMPLOYMENT SEARCH  
Unable to locate a good employer for Tracy.
- C INQUIRY OF CREDITORS  
Creditors indicated that Tracy is living at RR 322 Box 24, Pennsylvania Furnace, Pa. 16865 with no valid home phone number.

#### INQUIRY OF TELEPHONE COMPANY -

- A DIRECTORY ASSISTANCE SEARCH  
Directory assistance has no listing for Tracy Gisewhite. We contacted 814-342-4445 and spoke with a relative who stated Tracy is living at RR 322 Box 24, Pennsylvania Furnace, Pa. 16865.

#### INQUIRY OF NEIGHBORS -

N/A

#### INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE  
As of December 10, 2001 the National Change of Address (NCOA) has no change for Tracy from RR 322 Box 24, Pennsylvania Furnace, Pa. 16865.

#### MOTOR VEHICLE REGISTRATION -

- A MOTOR VEHICLE & DMV OFFICE:  
The Pennsylvania Department of Drivers Licensing has Tracy listed at RR 322 Box 24, Pennsylvania Furnace, Pa. 16865.

#### OTHER INQUIRIES -

- A DEATH RECORDS:  
As of December 10, 2001 the Social Security Administration has no death record on file for Tracy Gisewhite and or a.k.a.'s under her social security number.

EXHIBIT B

B. PUBLIC LICENSES ( PILOT, REAL ESTATE, ETC ):  
None Found

C. COUNTY VOTER REGISTRATION.  
The Voters Registration Office has Tracy listed at RR 322 Box 24, Pennsylvania Furnace, Pa.  
16865.

ADDITIONAL INFORMATION ON SUBJECT -

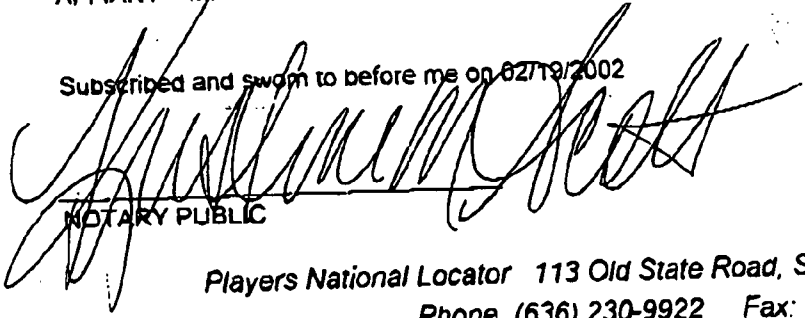
A. DATE OF BIRTH.

12/77

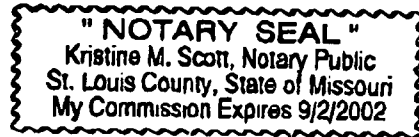


AFFIANT Michael K Gross

Subscribed and sworn to before me on 02/19/2002



NOTARY PUBLIC



Players National Locator 113 Old State Road, Suite 104 St. Louis, MO 63021  
Phone. (636) 230-9922 Fax: (636) 230-0558

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

Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders  
of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

MORTGAGE FORECLOSURE

v.

Tracy L. Gisewhite

NO. 01-1929-CD

Defendant(s)

#### VERIFICATION OF SERVICE

Based upon information supplied by the Sheriff of Centre County,  
service of the Complaint in Mortgage Foreclosure upon the below  
listed Defendant(s) was unsuccessful in accordance with Pa.R.C.P.  
402 or 3129.2:

Defendant: Tracy L. Gisewhite

Place of Service: RR 322 Box 24  
Pennsylvania Furnace, PA 16865

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer  
☐ Vacant ☒ Other: Defendant not found in Centre County.

Mark J. Udren, Esquire, the undersigned, understands that the  
statements herein set forth above are made subject to the  
penalties of 18 Pa.C.S. Section 4904 relating to unsworn  
falsification to authorities.

February 19, 2002


  
\_\_\_\_\_  
Mark J. Udren, Esquire  
Attorney for Plaintiff

EXHIBIT C

MARK J. UDREN & ASSOCIATES

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

1040 N. KINGS HIGHWAY, SUITE 500

CHERRY HILL, NJ 08034

856-482-6900

Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders  
of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

MORTGAGE FORECLOSURE

v.

Tracy L. Gisewhite

NO. 01-1929-CD

Defendant(s)

VERIFICATION OF SERVICE

Based upon information supplied by the Sheriff of Huntingdon County, service of the Complaint in Mortgage Foreclosure upon the below listed Defendant(s) was unsuccessful in accordance with Pa.R.C.P. 402 or 3129.2:

Defendant: Tracy L. Gisewhite

Place of Service: RR 322 Box 24  
Pennsylvania Furnace, PA 16865

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer  
☐ Vacant ☒ Other: Defendant not found in Huntingdon County.

Mark J. Udren, Esquire, the undersigned, understands that the statements herein set forth above are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

February 19, 2002


  
\_\_\_\_\_  
Mark J. Udren, Esquire  
Attorney for Plaintiff

EXHIBIT D




# **VERIFICATION**

Mark J. Udren, 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 SPECIAL SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

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

MARK J. UDREN & ASSOCIATES

Date: 2/20/02

  
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

Wells Fargo Bank Minnesota, N.A., as  
Trustee for registered Holders  
of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

v.

Tracy L. Gisewhite

Defendant(s)

**CERTIFICATE OF SERVICE**

I, Mark J. Udren, Esquire, hereby certify that I have served true and correct copies of the attached Motion For Special Service upon the following person(s) named herein at their last known address or their attorney of record by:

\_\_\_\_\_XXXX\_\_\_\_\_ Regular First Class Mail

\_\_\_\_\_ Certified Mail

\_\_\_\_\_ Other

Date of Service: 2/20/12

TO: Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford Twp.  
Mineral Springs, PA 16855;  
RR 322 Box 24  
Pennsylvania Furnace, PA 16865

MARK J. UDREN & ASSOCIATES



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

Wells Fargo Bank Minnesota, N.A., as  
Trustee for registered Holders of  
Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates,  
Series 2000-C, without resource

Plaintiff

v.

Tracy L. Gisewhite

Defendant(s)

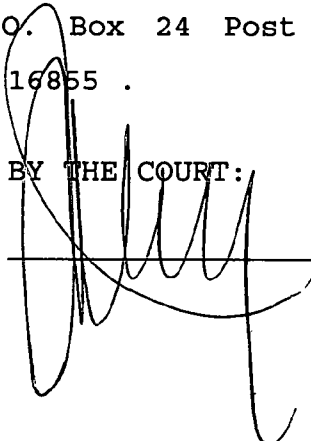
COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

O R D E R

AND NOW, this 25<sup>th</sup> day of February, 2002, upon  
consideration of Plaintiff's Motion For Special Service and the  
Affidavit of Good Faith Investigation attached hereto, it is hereby  
ORDERED that service of the Complaint in Mortgage Foreclosure and  
all subsequent pleadings on Defendant(s), Tracy L. Gisewhite shall  
be complete when Plaintiff or its counsel or agent has mailed true  
and correct copies of the Complaint in Mortgage Foreclosure and all  
subsequent pleadings by certified mail and regular mail to the last  
known address of Defendant(s), Tracy L. Gisewhite at RR 322 Box 24,  
Pennsylvania Furnace, PA 16865 and P.O. Box 24 Post Office Road,  
Bradford Twp., Mineral Springs, PA 16855 and by posting the  
mortgaged premises located at P.O. Box 24 Post Office Road,  
Bradford Twp., Mineral Springs, PA 16855 .

BY THE COURT:

  
J.

**FILED**  
FFB 25 2002  
William A. Shaw  
Prothonotary

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

Sheriff Docket #

11804

WELLS FARGO BANK MINNESOTA

01-1929-CD

VS.

GISEWHITE, TRACY L.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JANUARY 3, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
TRACY L. GISEWHITE, DEFENDANT. HOUSE IS EMPTY.

**Return Costs**

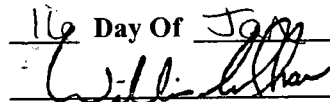
Cost	Description
17.25	SHFF. HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY.

**FILED**

012:15  
JAN 16 2002


William A. Shaw  
Prothonotary

Sworn to Before Me This

16 Day Of Jan 2002  


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

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

1040 N. KINGS HIGHWAY, SUITE 500

CHERRY HILL, NJ 08034

856-482-6900

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-  
Backed Certificates, Series  
2000-C, without resource  
Option One Mortgage  
Corporation  
C/O Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CO

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 Lawyer Referral Service  
Pennsylvania Bar Association

P.O. Box 186  
Harrisburg, PA 17108  
800-932-0311  
717-238-6715

E-Mail: [info@pabar.org](mailto:info@pabar.org)  
Internet: [www.pabar.org](http://www.pabar.org)

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

NOV 26 2001

Attest.

*William L. Bar*  
Prothonotary/  
Clerk of Courts

## **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 ascantar 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 Lawyer Referral Service  
Pennsylvania Bar Association  
P.O.Box 186  
Harrisburg, PA 17108  
800-932-0311  
717-238-6715  
E-Mail: [info@pabar.org](mailto:info@pabar.org)  
Internet: [www.pabar.org](http://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: Option One Mortgage Corporation  
Assignments of Record to: Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates, Series 2000-C, without resource  
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 24 Post Office Road  
MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Bradford  
COUNTY: Clearfield  
DATE EXECUTED: 04/28/00  
DATE RECORDED: 05/01/00 INSTRU: 200005853

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 10/26/01


Principal of debt due and unpaid	\$36,564.01
Interest at 10.15%*	
from 6/01/01	
to 10/26/01	
(the per diem interest accruing on this debt is \$10.17 and that sum should be added each day after 10/26/01)	1,501.44
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance)	
(The monthly escrow on this account is \$0 and that sum should be added on the first of each month after 10/26/01)	0.00
Late Charges	
(monthly late charge of \$19.62 should be added on the fifteenth of each month after 10/26/01)	78.48
Total fees	46.00
Prepayment penalty interest	1483.10
Attorneys Fees (anticipated and actual to 5% of principal)	1,828.20
TOTAL	\$42,031.23

\* 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 \$42,031.23 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 LOT OR PARCEL OR GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATE IN THE TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD AND THE STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF OLD HIGHWAY LEADING TO CLEARFIELD, SAID POINT BEING LOCATED SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST SEVENTY-FIVE AND ONE-TENTH (75.1) FEET FROM THE SOUTHWEST CORNER LOT PREVIOUSLY CONVEYED TO BIRTUS BALFORD MCDOWELL, ET UX, BY DEED OF DATED AUGUST 11, 1994; THENCE ALONG THE NORTHERLY LINE OF SAID OLD HIGHWAY SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST FIFTY-EIGHT (58) FEET, MORE OR LESS, TO A POINT ON THE LINE OF LANDS NOW OR LATE OF SARGENT; THENCE ALONG THE LINE OF SAID SARGENT LANDS NORTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES WEST ONE HUNDRED FORTY NINE AND SEVEN-TENTHS (149.7) FEET OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY; ROUTE NO. 322, LEADING TO CLEARFIELD; THENCE ALONG SAID LINE OF SAID HIGHWAY NORTH SEVENTY-THREE (73) DEGREES NINE (9) MINUTES EAST FIFTY-SIX AND SEVEN-TENTHS (56.7) FEET TO A POINT; THENCE BY LINE OF OTHER LANDS OF HARBISON-WALKER REFRACTORIES COMPANY SOUTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES EAST ONE HUNDRED THIRTY-SEVEN AND SIX-TENTHS (137.6) FEET TO THE PLACE OF BEGINNING.

SUBJECT TO ANY RIGHT OF THE COMMONWEALTH OF PENNSYLVANIA TO USE ANY PART OF THE NORTHERN END OF THE ABOVE-DESCRIBED LOT FOR A FILL TO SUPPORT THE STATE HIGHWAY.

BEING FURTHER DESCRIBED IN THE ASSESSMENT RECORDS OF CLEARFIELD COUNTY AS TAX MAP NO. M09-625-00016.

UNDER AND SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS, EASEMENTS, RIGHTS AND RIGHTS OF WAY AS CONTAINED IN PRIOR DEEDS AND INSTRUMENTS OF RECORD.





OPTION ONE  
M O R T G A G E

Start Here. Finish Here.

September 11, 2001

Tracy L Gisewhite  
Po Box 24 Post Office Road  
Mineral Springs, PA 16855-

UDREN

Homeowners Name: Tracy L Gisewhite

Property Address: Po Box Post Office Rd, Mineral Springs PA 16855

Loan Account No.: 284391-0

Original Lender: OPTION ONE

Current Lender/Servicer: Option One Mortgage Corporation

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 designated 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.

OP171

Exhibit A





OPTION ONE  
M O R T G A G E

Re: Loan No. 284391-0

Start Here. Finish Here.

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.

OP171





**OPTION ONE**  
M O R T G A G E

Re: Loan No. 284391-0

\*\*\*\*\* ~~Set Here Finish Here~~ \*\*\*\*\*  
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:

Po Box Post Office Rd, Mineral Springs PA 16855

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

(a) Monthly payments: 1 MONTHS @ \$ 327.03

2 MONTHS @ \$ 327.03

\$ 981.09

(b) Previous late charges;

\$ 39.24

(c) Other charges; Escrow, Inspection,  
NSF checks

\$

(d) Other provisions of the mortgage obligation,  
if any

\$

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED  
AS OF THIS DATE

\$ 1020.33

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

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 \$1020.33, 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 send to:

Overnight Mail Address

3 Ada  
Irvine, Ca. 92618

Western Union Quick Collect

Pay to: Option One Mortgage Corporation  
Code City: Option, Ca

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

OP172





Re: Loan No. 284391-0

Start Here. Finish Here.

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 brings 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.

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 (7) SEVEN 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.

OP173





**OPTION ONE**  
M O R T G A G E

Start Here. Finish Here.

Re: Loan No. 284391-0

HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 7515 Irvine Center Drive  
Attn: Kerry Delahunty  
Address: Irvine, CA. 92618  
Phone Number: 800-326-1500, Ext. 8001  
Fax Number: 949-784-6033  
Contact Person: ROSA TERAN X5738  
Office hours: Monday through Thursday 7:00 a.m. to 9:00 p.m. PST  
Friday 7:00 a.m. to 6:00 p.m. PST.

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, 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.

YOU MAY ALSO HAVE THE RIGHT TO:

\* 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 CURED 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.

OP174





7000 1670 0010 2304 8405

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

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

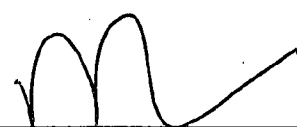
Postmark  
Here

Sent To  
Tracy G. Sewwhite  
Street, Apt. No., or PO Box No.  
City, State, ZIP+4  
LA# 284391D

See back for instructions

## VERIFICATION

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

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-Backed  
Certificates, Series 2000-C,  
without resource  
Option One Mortgage Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-1929-CD

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

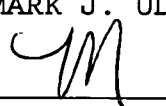
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: January 15, 2002

MARK J. UDREN & ASSOCIATES

  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**FILED**

JAN 16 2002

William A. Shaw  
Prothonotary

FILED

JAN 10 2002

0111501 City Uden pd 67.00  
William A. Shaw  
Prothonotary

GA  
9/15

1-16-02 Document  
~~Registered~~/Reissued to Sheriff/Attorney  
for service.

David H. Shaw  
Prothonotary

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

Wells Fargo Bank Minnesota,  
N.A., as Trustee for  
registered Holders of Option  
One Mortgage Loan Trust  
2000-C, Asset-Backed  
Certificates, Series 2000-C,  
without resource  
Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

NO. 01-1929-CD

v.

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

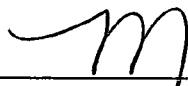
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: December 17, 2001

MARK J. UDREN & ASSOCIATES



Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**FILED**

DEC 19 2001  
012:46/att  
William A. Shaw  
Prothonotary

1 Comp. inst. to  
Sherys  
1 Comp. inst. to  
att

91  
12

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

WE HEREBY CERTIFY THE  
WITHIN TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

Wells Fargo Bank Minnesota,  
N.A., as Trustee for registered  
Holders of Option One Mortgage  
Loan Trust 2000-C, Asset-  
Backed Certificates, Series  
2000-C, without resource  
Option One Mortgage  
Corporation  
C/O Option One Mortgage  
Corporation  
P.O. Box 57038  
Irvine, CA 92619-7038  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Tracy L. Gisewhite  
P.O. Box 24 Post Office Road  
Bradford TWP.  
Mineral Springs, PA 16855  
Defendant(s)

NO. 01-1929-GO

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 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

FILED

NOV 28 2001

William A. Shaw  
Prothonotary

## **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se 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 Lawyer Referral Service  
Pennsylvania Bar Association  
P.O.Box 186  
Harrisburg, PA 17108  
800-932-0311  
717-238-6715  
E-Mail: [info@pabar.org](mailto:info@pabar.org)  
Internet: [www.pabar.org](http://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: Option One Mortgage Corporation  
Assignments of Record to: Wells Fargo Bank Minnesota, N.A.,  
as Trustee for registered Holders of Option One Mortgage Loan Trust  
2000-C, Asset-Backed Certificates, Series 2000-C, without resource  
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 24 Post Office Road  
MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Bradford  
COUNTY: Clearfield  
DATE EXECUTED: 04/28/00  
DATE RECORDED: 05/01/00 INSTRU: 200005853

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 10/26/01


Principal of debt due and unpaid	\$36,564.01
Interest at 10.15%*	
from 6/01/01	
to 10/26/01	
(the per diem interest accruing on this debt is \$10.17 and that sum should be added each day after 10/26/01)	1,501.44
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance)	
(The monthly escrow on this account is \$0 and that sum should be added on the first of each month after 10/26/01)	0.00
Late Charges	
(monthly late charge of \$19.62 should be added on the fifteenth of each month after 10/26/01)	78.48
Total fees	46.00
Prepayment penalty interest	1483.10
Attorneys Fees (anticipated and actual to 5% of principal)	1,828.20
TOTAL	\$42,031.23

\* 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 \$42,031.23 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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


ALL THAT CERTAIN LOT OR PARCEL OR GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATE IN THE TOWNSHIP OF BRADFORD, COUNTY OF CLEARFIELD AND THE STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF OLD HIGHWAY LEADING TO CLEARFIELD, SAID POINT BEING LOCATED SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST SEVENTY-FIVE AND ONE-TENTH (75.1) FEET FROM THE SOUTHWEST CORNER LOT PREVIOUSLY CONVEYED TO BIRTUS BALFORD MCDOWELL, ET UX, BY DEED OF DATED AUGUST 11, 1994; THENCE ALONG THE NORTHERLY LINE OF SAID OLD HIGHWAY SOUTH SIXTY (60) DEGREES NINETEEN (19) MINUTES WEST FIFTY-EIGHT (58) FEET, MORE OR LESS, TO A POINT ON THE LINE OF LANDS NOW OR LATE OF SARGENT; THENCE ALONG THE LINE OF SAID SARGENT LANDS NORTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES WEST ONE HUNDRED FORTY NINE AND SEVEN-TENTHS (149.7) FEET OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY; ROUTE NO. 322, LEADING TO CLEARFIELD; THENCE ALONG SAID LINE OF SAID HIGHWAY NORTH SEVENTY-THREE (73) DEGREES NINE (9) MINUTES EAST FIFTY-SIX AND SEVEN-TENTHS (56.7) FEET TO A POINT; THENCE BY LINE OF OTHER LANDS OF HARBISON-WALKER REFRACTORIES COMPANY SOUTH SEVENTEEN (17) DEGREES FORTY-FIVE (45) MINUTES EAST ONE HUNDRED THIRTY-SEVEN AND SIX-TENTHS (137.6) FEET TO THE PLACE OF BEGINNING.

SUBJECT TO ANY RIGHT OF THE COMMONWEALTH OF PENNSYLVANIA TO USE ANY PART OF THE NORTHERN END OF THE ABOVE-DESCRIBED LOT FOR A FILL TO SUPPORT THE STATE HIGHWAY.

BEING FURTHER DESCRIBED IN THE ASSESSMENT RECORDS OF CLEARFIELD COUNTY AS TAX MAP NO. M09-625-00016.

UNDER AND SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS, EASEMENTS, RIGHTS AND RIGHTS OF WAY AS CONTAINED IN PRIOR DEEDS AND INSTRUMENTS OF RECORD.



September 11, 2001



Tracy L Gisewhite  
Po Box 24 Post Office Road  
Mineral Springs, PA 16855-

UDREN

Homeowners Name: Tracy L Gisewhite

Property Address: Po Box Post Office Rd, Mineral Springs PA 16855  
Loan Account No.: 284391-0  
Original Lender: OPTION ONE  
Current Lender/Servicer: Option One Mortgage Corporation

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 designated 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.

OP171

Exhibit A



OPTION ONE  
M O R T G A G E

Re: Loan No. 284391-0

Start Here. Finish Here.

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.

OP171





**OPTION ONE**  
MORTGAGE

Re: Loan No. 284391-0

\*\*\*\*\*~~Start Here~~ ~~Finish Here~~\*\*\*\*\*

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:

Po Box Post Office Rd, Mineral Springs PA 16855

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

(a) Monthly payments: 1 MONTHS @ \$ 327.03

2 MONTHS @ \$ 327.03

\$ 981.09

(b) Previous late charges;

\$ 39.24

(c) Other charges; Escrow, Inspection,  
NSF checks

\$

(d) Other provisions of the mortgage obligation,  
if any

\$

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED  
AS OF THIS DATE

\$ 1020.33

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

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 \$1020.33, 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 send to:

Overnight Mail Address  
3 Ada  
Irvine, Ca. 92618

Western Union Quick Collect  
Pay to: Option One Mortgage Corporation  
Code City: Option, Ca

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

OP172





Re: Loan No. 284391-0

Start Here. Finish Here.

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 brings 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.

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 (7) SEVEN 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.

OP173







Re: Loan No. 284391-0

HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 7515 Irvine Center Drive  
Attn: Kerry Delahunty  
Address: Irvine, CA. 92618  
Phone Number: 800-326-1500, Ext. 8001  
Fax Number: 949-784-6033  
Contact Person: ROSA TERAN X5738  
Office hours: Monday through Thursday 7:00 a.m. to 9:00 p.m. PST  
Friday 7:00 a.m. to 6:00 p.m. PST.

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, 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.

YOU MAY ALSO HAVE THE RIGHT TO:

\* 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 CURED 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.

OP174



7000 1670 0010 2304 8405

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

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


Sent To  
Street, Apt. No., or PO Box No.  
City, State, ZIP+4

Tracy Gusewhite  
LA# 2843910

PS Form 3800, July 2000

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.

A handwritten signature in black ink, consisting of a stylized 'M' followed by a series of loops and a final upward stroke.

---

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

19 Dec 01 Document  
Reinstated/~~Reinstated~~ to Sheriff/Attorney  
for service.

Deputy Prothonotary

5 Jan 02 Document  
Reinstated/~~Reinstated~~ to Sheriff/Attorney  
for service.

Deputy Prothonotary

FILED

NOV 28 2001

~~TO~~ m/3:17 atty udran  
William A. Shaw  
Prothonotary  
pa 4 80.00

1cc Sherry  
1cc atty