

01-2034-CD  
EQUITREDIT CORPORATION OF PA "vs" B. MARION MAZENKO

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

Equicredit Corporation of PA 10401 Deerwood Pk Blvd MC FL9-015-02-14 Jacksonville, FL 32256 Plaintiff	COURT OF COMMON PLEAS CIVIL DIVISION Clearfield County
v.	
B. Marion Mazenko P.O. Box 137 Hopkins Street Irsvona, PA 16656 Defendant(s)	NO. 01-2034-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  
David S. Meholic, Court Admin  
Clearfield County Courthouse  
Clearfield, Pa 16830  
814-765-2641 ext 5982

**FILED**

DEC 20 2001

William A. Shaw  
Prothonotary

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentear 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. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE 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.**

**David S. Meholic, Court Admin  
Clearfield County Courthouse  
Clearfield, Pa 16830  
814-765-2641 ext 5982**

## 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: **N/A**

Assignments of Record to: **N/A**

Recording Date: **N/A**

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 PA.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: P.O. Box 137 Hopkins Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Irvona Borough

COUNTY: Clearfield

DATE EXECUTED: 11/17/99

DATE RECORDED: 11/23/99 INSTR NO: 199919412

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  
10/29/01

Principal of debt due and unpaid Interest at 8.57%*	\$22,844.49
from 3/01/01 to 10/29/01 (the per diem interest accruing on this debt is \$13.50 and that sum should be added each day after 10/29/01)	2,047.43
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$0.00 and that sum should be added on the first of each month after 10/29/01)	195.00
Late Charges (monthly late charge of \$13.13 should be added on the fifteenth of each month after 10/29/01)	65.65
Suspense	(55.57)
MTG REC CORP ADV	401.56
Other fees	54.50
Flat/Other Penalty fee	711.00
Satisfaction fee	15.50

Attorneys Fees (anticipated and actual  
to 5% of principal)

1,142.22

TOTAL

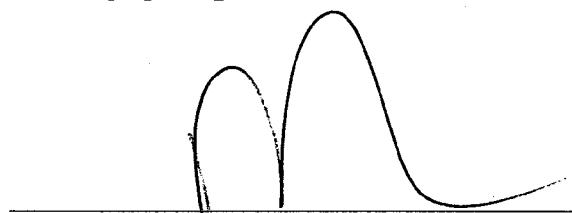
\$28,,011.78

\* 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 \$28,011.78 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 PIECE OF GROUND SITUATE IN IRVONA BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, MARKED AND NUMBERED IN THE PLAN OF SAID TOWN AS LOT NUMBER 282, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POST ON SOUTHWEST CORNER OF EMMA AND HOPKINS STREETS; THENCE SOUTH WESTWARDLY BY EMMA STREET ONE HUNDRED FIFTY (150) FEET TO AN ALLEY; THENCE BY SAME FIFTY (50) FEET TO LOT NO. 281; THENCE BY SAME ONE HUNDRED FIFTY (150) FEET TO HOPKINS STREET; THENCE BY THE SAME NORTHEASTWARDLY TO A POST AND PLACE OF BEGINNING.

EXCEPTING AND RESERVING ALL RESERVATIONS AS MAY APPEAR IN THE CHAIN OF TITLE HERETO.

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

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

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

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

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

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

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

**Exhibit A**

HOMEOWNER'S NAME(S):	B. Marion Mazenko
PROPERTY ADDRESS:	P.O. Box 137 Hopkins Street
	Irsvona, PA 16656
LOAN ACCT. NO.:	8152012087
ORIGINAL LENDER:	EquiCredit Corporation of PA
CURRENT LENDER:	EquiCredit Corporation of PA

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face- to-face meeting.

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

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

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

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

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

P.O. Box 137 Hopkins Street  
Irving, PA 16656

IS SERIOUSLY IN DEFAULT because:

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

**Monthly Payments of \$262.53 for April 1 2001 through November 1 2001 = \$2100.24**

**Monthly Late Charges of \$13.13 for April 1 2001 through October 1 2001 = \$65.65**

**Other charges (explain/itemize): Escrow Advance \$401.56**

**Other Fees \$54.50**

**Suspense Balance (\$55.57)**

**TOTAL AMOUNT PAST DUE: \$2566.38**

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

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2566.38, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender/Servicer:	EquiCredit Corporation of PA
Address:	10401 Deerwood Park Blvd.
	MC FL9-015-02-14
	Jacksonville, Fl. 32256
Phone Number:	(800) 759-6380
Fax Number:	(904) 457-4082
Contact Person:	Candace Blakeley

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

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

## NOTICE

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

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**CLEARFIELD COUNTY**

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

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

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

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

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

**CERTIFIED MAIL**

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



7001 0320 0002 8731 8958

7001 0320 0002 8731 8958



B. Marion Mazenko,  
P.O. Box 137 Hopkins St.  
Rivona, PA. 16654

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

**OFFICIAL USE**

Postage	\$ .57
Certified Fee	\$ 2.10
(Endorsement Required)	
Restricted Delivery Fee	\$ 1.50
(Endorsement Required)	
Total Postage & Fees	\$ 4.17

Postmark  
Here

7001 0320 8731 8958  
0002 0002 8731 8958

Sent To: B. Marion Mazenko  
Street, Apt. No.:  
or PO Box No.:  
City State: ZIP+4  
Rivona, PA. 16654

Postage Paid

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

- 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.

B Marion M Jenkins  
P.O. Box 137 Hopkins  
Penna., PA. 16656

A. Signature	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label) 7001-0320-0002-8731-8958	
PS Form 3811, August 2001 Domestic Return Receipt	
102595-01-M-2509	

3. Service Type
<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

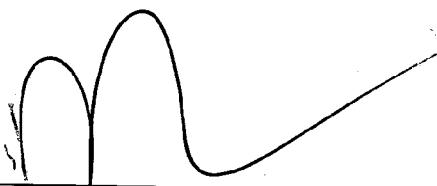
**Certified Mail Provides:****■ A mailing receipt****■ A unique identifier for your mailpiece****■ A signature upon delivery****■ A record of delivery kept by the Postal Service for two years****Important Reminders:****■ Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.****■ 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.**

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, appearing to be "Mark J. Udren". The signature is fluid and cursive, with a large, prominent "U" and "d". It is written over a horizontal line.

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

FILED

DEC 20 2001

111111:45 Latty Uden pd

William A. Shaw  
Prothonotary  
\$80.00

cc Shaw

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

Equicredit Corporation of PA  
10401 Deerwood Pk Blvd  
MC FL9-015-02-14  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.  
B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irvington, PA 16656  
Defendant(s)

NO. 01-2034-CD

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: January 28, 2002

MARK J. UDREN & ASSOCIATES

  
\_\_\_\_\_  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**FILED**

JAN 30 2002

William A. Shaw  
Prothonotary

FILED

JAN 30 2002

01940 Atty Uden  
William A. Shaw  
Prothonotary  
PA. \$7.00

Get complaint to Sheriff

1-30-02 Document  
Reissued/Resealed to Sheriff  
for service

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11887

EQUICREDIT CORP. OF PENNA.

01-2034-CD

VS.

MAZENKO, B. MARION

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW FEBRUARY 5, 2002 AT 1:53 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON B. MARION MAZENKO, DEFENDANT AT RESIDENCE, PO BOX 137, HOPKINS ST., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARION MAZENKO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING.

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Return Costs

Cost	Description
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26.55	SHFF. HAWKINS PAID BY: ATTY.
-------	------------------------------

10.00	SURCHARGE PAID BY: ATTY.
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Sworn to Before Me This

1st Day Of April 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 Marlyn H. Hause

Chester A. Hawkins

Sheriff

**FILED**

APR 01 2002

01217 pm  
William A. Shaw  
Prothonotary

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

**ATTORNEY FOR PLAINTIFF**

Equicredit Corporation of PA

v.

B. Marion Mazenko

Defendant

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

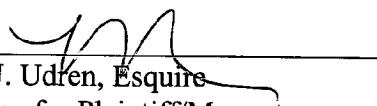
NO. 01-2034-CD

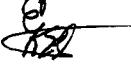
**PRAECLYPE TO ATTACH AFFIDAVIT AND VERIFICATION TO PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

TO THE PROTHONOTARY:

Kindly attach the enclosed Affidavit and Verification to Plaintiff's Motion for Summary Judgment which was filed on August 14, 2002.

MARK J. UDREN & ASSOCIATES

By:   
Mark J. Udren, Esquire  
Attorney for Plaintiff/Movant

FILED NO  
m 11:31 AM  
OCT 03 2002  


William A. 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**

Equicredit Corporation of PA

Plaintiff

v.

B. Marion Mazenko

Defendant

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-2034-CD

AFFIDAVIT

STATE OF Texas

ss

COUNTY OF Harris

I, Ruthie J. Herrada, being duly sworn according to law, depose and say:

1. That I am the Foreclosure Specialist for Litton Loan Servicing, LP, the servicing agent for the Plaintiff in the within matter.

2. That in said capacity I am familiar with the account that forms the basis of the instant foreclosure action and that I am authorized to take this Affidavit.

3. That all notices, if required to be sent to Defendant pursuant to Act 6 of 1974 and Act 91 of 1983, have been sent pursuant to the requirements of those Acts on the dates appearing thereon, copies of said notices being attached to the Complaint as Exhibits, if applicable.

4. Plaintiff acted appropriately in its dealings with the Defendant and accurately accounted for all payments properly made by the Defendant. Certainly, Plaintiff would not reject any legitimate attempt by the Defendant to cure her default on the Mortgage or to otherwise comply with the Note and Mortgage.

5. The amounts due on the Mortgage were correctly stated as of the date appearing in the Complaint, in paragraph 6 thereof, and have accumulated since the filing of the Complaint, as follows:

Principal of debt due and unpaid	\$22,844.49
Interest at 13.5%* from 3/1/01 to 8/15/02 (the per diem interest accruing on this debt is \$8.45 and that sum should be added each day after 8/15/02)	4,495.74
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/Balance	587.54
Late Charges (monthly late charge of \$13.13 should be added on the fifteenth of each month after 8/15/02)	91.91
Other Fees	533.06
**Inspections	\$120.00
**Statement Fee	20.00
**Previous Servicer Expenses	393.06
Flat/Other Penalty Fee	771.00
Attorney's Fees (anticipated and actual to 5% of principal)	1,142.22
<u>TOTAL</u>	<u>\$30,995.96</u>

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

A true and correct copy of the payment history, attested to herein, is attached hereto as Exhibit "A".

Litton Loan Servicing, L.P.  
Servicer

Litton Loan Servicing, L.P.

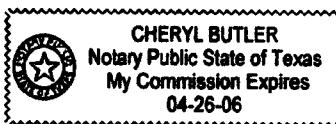
By:

Name: Lucy Herrada

Title: Foreclosure Specialist

Sworn to and subscribed before me  
this 24 day of September 2002.

Cheryl Butler  
Notary Public



7485591

FEE CODES : AS=ASSUMPTION FEE AF=ATTORNEY FEE  
IF=INSPECTION FEE LC=LATE CHARGE(S)  
PD=FORCE COVERAGE PI=PENALTY INTEREST

101/08/02

P.02

LOAN NO. 8152012087 ARK  
NEXT DUE 04/01/2001

15:18

SEP 30 2002

FAX:7135618206

DEFULT ADMIN.

CL=CREDIT LIFE REFUND IA=INTEREST ON ADDNS  
KS=BAD CHECK CHARGE OT=OTHER  
RF=RECORDING FEE SP=SHORT PAYMENT

B. Q U I C R E D I T

TRANSACTION HISTORY

THRU 01/07/2002

B MARENKO  
INT RATE: 13.50000

RECOVERABLE CORP ADV

TRAN	DESCRIPTION	TRAN DATE	B/E/P DATE	DU DATE	TOTAL APPLIED	PRINCIPAL APPLIED	INTEREST APPLIED	NEW PRIN BAL	SUSPENSE	ESCROW	OTHER	RECOVERABLE CORP ADV
0142	ACCOUNT SETUP	11/22/1999			0.00	0.00	0.00	22,920.43	0.00	0.00	0.00	0.00
170	PREDISTR. PAYT	11/22/1999			0.00	0.00	77.36	22,920.43	0.00	0.00	0.00	0.00
170	PREDISTR. PAYT	11/22/1999			0.00	0.00	0.00	22,920.43	0.00	0.00	0.00	0.00
152	LATE CHARGE	1/11/2000			0.00	0.00	0.00	22,920.43	0.00	0.00	-13.13	LC 0.00
173	PAYMENT	1/27/2000			262.50	0.00	0.00	22,920.43	62.50	0.00	0.00	0.00
173	PAYMENT	1/27/2000	1/19/2000	1/2000	0.03	4.68	257.85	22,915.75	-62.50	0.00	0.00	0.00
601	KISC CORP ADV	1/27/2000			0.00	0.00	0.00	22,915.75	0.00	0.00	0.00	0.03
152	LATE CHARGE	2/11/2000			0.00	0.00	0.00	22,915.75	0.00	0.00	-13.13	LC 0.00
172	PAYMENT	3/08/2000	3/08/2000	2/2000	262.53	4.73	257.80	22,911.02	0.00	0.00	0.00	0.00
152	LATE CHARGE	3/13/2000			0.00	0.00	0.00	22,911.02	0.00	0.00	-13.13	LC 0.00
172	PAYMENT	4/1/2000			261.00	0.00	0.00	22,911.02	261.00	0.00	0.00	0.00
152	LATE CHARGE	4/11/2000			0.00	0.00	0.00	22,911.02	0.00	0.00	-13.13	LC 0.00
173	PAYMENT	4/12/2000			1.53	4.78	257.75	22,906.24	-261.00	0.00	0.00	0.00
601	KISC CORP ADV	4/12/2000			0.00	0.00	0.00	22,906.24	0.00	0.00	0.00	1.53
152	LATE CHARGE	5/11/2000			0.00	0.00	0.00	22,906.24	0.00	0.00	-13.13	LC 0.00
172	PAYMENT	6/12/2000			200.00	0.00	0.00	22,906.24	200.00	0.00	0.00	0.00
152	LATE CHARGE	6/12/2000			0.00	0.00	0.00	22,906.24	0.00	0.00	-13.13	LC 0.00
173	PAYMENT	6/13/2000			0.00	0.00	0.00	22,906.24	-13.13	0.00	0.00	0.00
173	PAYMENT	6/16/2000			0.00	0.00	0.00	22,906.24	-65.65	0.00	0.00	0.00
152	LATE CHARGE	7/11/2000			0.00	0.00	0.00	22,906.24	0.00	0.00	-13.13	LC 0.00
173	PAYMENT	7/14/2000			0.00	0.00	0.00	22,906.24	-13.13	0.00	0.00	0.00
152	LATE CHARGE	8/11/2000			0.00	0.00	0.00	22,906.24	0.00	0.00	-13.13	LC 0.00
152	LATE CHARGE	9/11/2000			0.00	0.00	0.00	22,906.24	0.00	0.00	-13.13	LC 0.00
152	LATE CHARGE	10/11/2000			0.00	0.00	0.00	22,906.24	0.00	0.00	-13.13	LC 0.00
152	LATE CHARGE	11/13/2000			0.00	0.00	0.00	22,906.24	0.00	0.00	-13.13	LC 0.00
152	LATE CHARGE	12/11/2000			0.00	0.00	0.00	22,906.24	0.00	0.00	-13.13	LC 0.00
152	LATE CHARGE	1/11/2001			0.00	0.00	0.00	22,906.24	0.00	0.00	-13.13	LC 0.00
351	HAZARD PREMIUM	1/19/2001			0.00	0.00	0.00	22,906.24	0.00	0.00	-195.00	0.00
152	LATE CHARGE	2/12/2001			0.00	0.00	0.00	22,906.24	0.00	0.00	-13.13	LC 0.00
173	PAYMENT	2/21/2001	2/21/2001	1/2000	2,362.77	4.83	257.70	22,901.41	0.00	0.00	0.00	0.00
173	PAYMENT	2/21/2001	2/21/2001	5/2000	0.00	4.89	257.64	22,896.52	0.00	0.00	0.00	0.00
173	PAYMENT	2/21/2001	2/21/2001	6/2000	0.00	4.94	257.59	22,891.58	0.00	0.00	0.00	0.00
173	PAYMENT	2/21/2001	2/21/2001	7/2000	0.00	5.00	257.53	22,886.58	0.00	0.00	0.00	0.00
173	PAYMENT	2/21/2001	2/21/2001	8/2000	0.00	5.06	257.47	22,881.52	0.00	0.00	0.00	0.00
173	PAYMENT	2/21/2001	2/21/2001	9/2000	0.00	5.11	257.42	22,876.41	0.00	0.00	0.00	0.00
173	PAYMENT	2/21/2001	2/21/2001	10/2000	0.00	5.17	257.36	22,871.24	0.00	0.00	0.00	0.00
173	PAYMENT	2/21/2001	2/21/2001	11/2000	0.00	5.23	257.30	22,866.01	0.00	0.00	0.00	0.00
173	PAYMENT	2/21/2001	2/21/2001	12/2000	0.00	5.29	257.24	22,860.72	0.00	0.00	0.00	0.00
173	PAYMENT	2/21/2001	2/21/2001	1/2001	341.31	5.35	257.18	22,855.37	0.00	0.00	78.78	LC 0.00
632	STATUTORY EXP	3/05/2001			0.00	0.00	0.00	22,855.37	0.00	0.00	0.00	400.00
												CHECK #382151 PAYEE-ATMJDRE
												CL=CREDIT LIFE REFUND KS=BAD CHECK CHARGE RF=RECORDING FEE SP=SHORT PAYMENT
												DEMAND FEE PB=PAY-BY PHONE FEE
												DEMAND FEE PB=PAY-BY PHONE FEE
												DEMAND FEE PB=PAY-BY PHONE FEE

FEE CODES :

AS=ASSUMPTION FEE AF=ATTORNEY FEE  
IF=INSPECTION FEE LC=LATE CHARGE(S)  
PD=FORCE COVERAGE PI=PENALTY INTEREST

P.02

15:18

SEP 30 2002

FAX:7135618206

DEFULT ADMIN.

101/08/02

LOAN NO. 8152012087 ARM  
NEXT DUE 04/01/2001E Q U I C R E D I T  
TRANSACTION HISTORY  
THRU 01/07/2002

PAGE 899

B MAYERKO  
INT RATE: 13.50000

TRAN	DESCRIPTION	TRAN DATE	EFF DATE	DUE DATE	TOTAL APPLIED	PRINCIPAL APPLIED	INTEREST APPLIED	NEW PRIN BAL	SUSPENSE	ESCROW	OTHER	RECOVERABLE CORP ADV
0173	PAYMENT	3/06/2001			0.00	0.00	0.00	22,855.37	-13.13	0.00	13.13	0.00
152	LATE CHARGE	3/12/2001			0.00	0.00	0.00	22,855.37	-13.13	0.00	13.13	0.00
173	PAYMENT	4/03/2001			0.00	0.00	0.00	22,855.37	-13.13	0.00	13.13	0.00
152	LATE CHARGE	4/11/2001			0.00	0.00	0.00	22,855.37	-13.13	0.00	13.13	0.00
152	LATE CHARGE	5/11/2001			0.00	0.00	0.00	22,855.37	-13.13	0.00	13.13	0.00
173	PAYMENT	5/15/2001			0.00	0.00	0.00	22,855.37	-26.26	0.00	26.26	0.00
					262,53	5.41	257.12	22,849.96	0.00	0.00	0.00	0.00
172	PAYMENT	5/16/2001	2/2001	2/2001	262,53	5.47	257.06	22,844.49	0.00	0.00	0.00	0.00
172	PAYMENT	5/16/2001	3/2001	3/2001	0.00	0.00	0.00	22,844.49	0.00	0.00	-13.13	0.00
152	LATE CHARGE	6/11/2001			0.00	0.00	0.00	22,844.49	0.00	0.00	-13.13	0.00
152	LATE CHARGE	7/11/2001			0.00	0.00	0.00	22,844.49	0.00	0.00	-13.13	0.00
152	LATE CHARGE	8/13/2001			0.00	0.00	0.00	22,844.49	0.00	0.00	-13.13	0.00
152	LATE CHARGE	9/11/2001			0.00	0.00	0.00	22,844.49	0.00	0.00	-13.13	0.00
152	LATE CHARGE	10/11/2001			0.00	0.00	0.00	22,844.49	0.00	0.00	-13.13	0.00
351	HAZARD PREMIUM	11/13/2001			0.00	0.00	0.00	22,844.49	0.00	-188.00	0.00	-188.00
152	LATE CHARGE	11/13/2001			0.00	0.00	0.00	22,844.49	0.00	0.00	-13.13	0.00
152	LATE CHARGE	12/11/2001			0.00	0.00	0.00	22,844.49	0.00	0.00	-13.13	0.00

DEFAULT ADMIN.

Fax:7135618206

Sep 30 2002 15:18 P.04

SR497AR-02 MMILLER Detail Transaction History 9/30/02 09:50:29  
 Loan# 7985591 Inv# 111 Pool 0000033 InvLn# 7028080 UPB: 22,844.49  
 Borr1 B MAZENKO Status R Int.Rate 13.500 EscBal .00  
 Borr2 Type 03 - 00 SrvFees .00000 EscAdv 587.54  
 Prop: P O BOX 137 CNVU YldDif .00000 TotPmt 262.53  
 IRVONA PA 16656 #PmtDlq 18 NextDue 4/01/01 TotDel 4,725.15  
 Int Pd To 3/01/01 P&I Short .00 Corp Adv .00 MSG: 02 61  
 TRN# CODE POSTED EFFECTVE DESCRIPTION NEXT DUE TOTAL AMT  
 19 14 99 7/11/02 7/11/02 LATE CHARGES FEE 4/01/01 13.13  
 18 14 99 6/11/02 6/11/02 LATE CHARGES FEE 4/01/01 13.12  
 17 60 57 5/31/02 FORCED HAZ DISBURSED 4/01/01 361.54-  
 16 19 57 5/31/02 FORCED HAZ ADVANCE 4/01/01 361.54  
 15 25 26 3/18/02 3/18/02 CORP ADVANCE ADJUST 4/01/01 8.50  
 14 26 25 3/18/02 3/18/02 MISC ADJ 4/01/01 8.50-  
 13 26 76 3/18/02 3/18/02 CORP ADV NOCASH ADJ 4/01/01 8.50-  
 12 19 50 3/11/02 3/11/02 HOMEOWNER ADVANCE 4/01/01 157.00-  
 11 61 50 3/11/02 3/11/02 HOMEOWNER REFUND 4/01/01 157.00-  
 10 81 99 1/11/02 1/11/02 NEW INV 111/0000033 4/01/01 22,844.49-

F2=Switch view F3=Exit F12=Return Pg Down Pg Up

**VERIFICATION**

The undersigned, the servicing agent for the Plaintiff in the Motion for Summary Judgment, being authorized to make this Verification on behalf of the Plaintiff, hereby verifies that the facts set forth in the Motion for Summary Judgment are taken from the business records of the Mortgage held by the 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.

Litton Loan Servicing, L.P.  
Servicer

Litton Loan Servicing, LP

By: Lucy Herrada  
Name: Lucy Herrada  
Title: Foreclosure Specialist

Dated: 9-24-02

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

**ATTORNEY FOR PLAINTIFF**

## Equicredit Corporation of PA

**Plaintiff**

V.

B. Marion Mazenko

## Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-2034-CD

**CERTIFICATE OF SERVICE**

I, Mark J. Udren, Esquire hereby certify that I have served a true and correct copy of the Praeclipe to Attach Affidavit and Verification to Plaintiff's Motion for Summary Judgment upon the following person named herein at their last known address or their attorney of record:

xxxxx Regular First Class Mail

**Certified Mail**

### Other

Date Served: October 1, 2002

TO: R. Thomas Forr, Jr., Esquire  
1701 Fifth Avenue  
Altoona, PA 16602-2317  
Attorney for Defendant

## MARK J. UDREN & ASSOCIATES

By: Mark J. Udren, Esquire  
Attorney for Plaintiff/Movant

**LAW OFFICES**  
**MARK J. UDREN & ASSOCIATES**  
**1040 NORTH KINGS HIGHWAY**  
**SUITE 500**  
**CHERRY HILL, NEW JERSEY 08034**  
**856. 482. 6900**  
**FAX: 856. 482. 1199**

**MARK J. UDREN\***  
**STUART WINNEG\*\***  
**GAYL SPIVAK ORLOFF\*\*\***  
**HEIDI R. SPIVAK\*\*\***  
**CHRISTOPHER J. FOX\*\*\***  
**JAY E. PLUNK, JR.\*\*\***  
**\*ADMITTED NJ, PA, FL**  
**\*\*ADMITTED PA**  
**\*\*\*ADMITTED NJ, PA**  
**TINA MARIE RICH**  
**OFFICE ADMINISTRATOR**

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

**PENNSYLVANIA OFFICE**  
**215-568-9500**  
**215-568-1141 FAX**

**PLEASE RESPOND TO NEW JERSEY OFFICE**

August 12, 2002

Prothonotary of Clearfield County  
Clearfield County Courthouse  
1 North Second St., Suite 116  
Clearfield, PA 16830

Re: Equicredit Corporation of PA vs. B. Marion Mazenko  
Clearfield County C.C.P., No. 01-2034-CD

To whom it may concern:

Enclosed for filing, please find Plaintiff's Motion for Summary Judgment, Brief in Support and Certificate of Service in connection with the above-referenced matter. I have enclosed a copy of the first page of the Motion to be time-stamped and returned in the enclosed self-addressed, stamped envelope.

Thank you for your assistance with this matter.

Sincerely,

MARK J. UDREN & ASSOCIATES

By:   
Mark J. Udren, Esquire

Attorney for Plaintiff/Movant

/cle  
Enclosures

**FILED**

AUG 14 2002  
m 13.07/moc  
William A. 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

Equicredit Corporation of PA

Plaintiff

v.

B. Marion Mazenko

Defendant

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

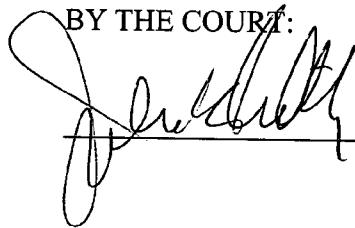
NO. 01-2034-CD

ORDER

AND NOW, to wit, this ~~X~~ day of Oct , 2002, upon consideration of Plaintiff's Motion for Summary Judgment and supporting documents thereto, and upon consideration of the Reply, if any, filed by the Defendant hereto, the Court hereby determines that Defendant, B. Marion Mazenko, has failed to make a legal defense to Plaintiff's claim and that Plaintiff is entitled to Summary Judgment as a matter of law, and the Court, therefore, **ORDERS AND DECREES** that Judgment, in rem, shall be entered in favor of the Plaintiff and against Defendant, B. Marion Mazenko in the amount of \$30,995.96 (as calculated from the Complaint), together with ongoing per diem interest, late charges, escrow advances, and any additional recoverable costs to date of Sheriff's Sale; and for foreclosure and sale of the mortgaged property. *Sanction not to be offered at Sheriff's Sale before Nov 25, 2002*

It is further **ORDERED AND DECREED** that Defendant's New Matter is hereby denied and dismissed, with Prejudice.

BY THE COURT:



J.

FILED

OCT 28 2002

William A. Shaw  
Prothonotary

**FILED** *cc to*  
03/08/2002 *under Copied orig w/ Judge's*  
OCT 28 2002 *note, stamped signature)*  
EAS

William A. 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**

Equicredit Corporation of PA

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Plaintiff

v.

B. Marion Mazenko

NO. 01-2034-CD

Defendant

**MOTION FOR SUMMARY JUDGMENT**

Plaintiff, Equicredit Corporation of PA, by its Attorney, Mark J. Udren, Esquire, respectfully requests your Honorable Court to enter an Order granting Summary Judgment in the above-captioned matter for the following reasons:

1. There are no genuine issues as to any material fact, and therefore, Plaintiff (moving party) is entitled to Judgment as a matter of law.
2. Defendant, B. Marion Mazenko, filed an Answer and New Matter to the Complaint in which Defendant effectively admitted all of the allegations in the Complaint.
3. At the time of this pleading, Defendant owned the premises being foreclosed without making a mortgage payment for an excessive period of time.
4. Defendant admits outright, paragraphs 1, 2 and 3 of the Complaint, thereby admitting, *inter alia*, that Defendant is the real owner and mortgagor of the within mortgaged property.
5. Although Defendant purports to deny and/or fails to deny, in whole, specifically or by necessary implication the averments contained in paragraphs 4, 5, 6, 7 and 8 of the Complaint, in reality, said denials are improper and should be deemed as admissions for the reasons set forth in the attached Memorandum of Law.
6. Plaintiff complied with the Pennsylvania pre-foreclosure Notice requirements of Act 6 (41 P.S. Section 101, *et seq.*) and Act 91 (35 P.S. Section 1680.401c, *et seq.*)

7. Defendant's New Matter does not offer any genuine issue as to any material fact, and is contrary to the law and the verified and admitted facts of the herein case.

8. Plaintiff has an express contractual right pursuant to the terms of the Mortgage to charge the Defendant attorney's fees as a consequence of the initiation of the within action in Mortgage Foreclosure.

9. In addition to the amounts due and owing as set forth in the Complaint, additional sums have accumulated since the filing of the Complaint, pursuant to the terms of the Mortgage. The total amounts due and owing, which sums can be calculated from the face of the Complaint, are as follows:

Principal of debt due and unpaid	\$22,844.49
Interest at 13.5%* from 3/1/01 to 8/15/02 (the per diem interest accruing on this debt is \$8.45 and that sum should be added each day after 8/15/02)	4,495.74
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/Balance	587.54
Late Charges (monthly late charge of \$13.13 should be added on the fifteenth of each month after 8/15/02)	91.91
Other Fees	533.06
**Inspections	\$120.00
**Statement Fee	20.00
**Previous Servicer Expenses	393.06
Flat/Other Penalty Fee	771.00
Attorney's Fees (anticipated and actual to 5% of principal)	1,142.22
<b>TOTAL</b>	<b>\$30,995.96</b>

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

**WHEREFORE**, Plaintiff respectfully requests that the Honorable Court grant its Motion for Summary Judgment, and that Judgment be entered, in rem, as prayed for in the Complaint in favor of the Plaintiff and against the Defendant, B. Marion Mazenko, in the amount of \$30,995.96, together with ongoing per diem interest, late charges, escrow advances, and any additional recoverable costs to date of Sheriff's Sale; and for foreclosure and sale of the mortgaged property; and, that Defendant's New Matter be denied and dismissed with prejudice.

Respectfully submitted,

MARK J. UDREN & ASSOCIATES

By: Mark J. Udren

Mark J. Udren, Esquire  
Attorney for Plaintiff/Movant

**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**

Equicredit Corporation of PA

Plaintiff

v.

B. Marion Mazenko

Defendant

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-2034-CD

*Brief*

**PLAINTIFF'S BRIEF IN SUPPORT OF  
MOTION FOR SUMMARY JUDGMENT**

**I. STATEMENT OF FACTS**

Plaintiff filed the instant action in Mortgage Foreclosure against the Defendant for her failure to make mortgage payments pursuant to a Mortgage entered into between the parties. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A".

**II. STATEMENT OF THE QUESTION INVOLVED**

Where there are no genuine issues as to any material fact, should Summary Judgment in Mortgage Foreclosure, as a matter of law, be granted in Plaintiff's favor where the Defendant herein is in default of her Mortgage for failure to make payments for an excessive period of time?

**III. ARGUMENT**

Pursuant to Pa.R.C.P. 1035.1, *et seq.*, "Motion for Summary Judgment", any party may move for Summary Judgment in whole or in part as a matter of law after the relevant pleadings are closed, but within such time as not to unreasonably delay the trial, whenever there is no genuine issue of any material fact as to a necessary element of the cause of action .... Pa.R.C.P. 1035.2. The relevant pleadings herein are closed and, therefore, Plaintiff moves for Summary Judgment.

Pa.R.C.P. 1035.3 provides further with regard to Summary Judgment:

- (a) The adverse party may not rest upon the mere allegations or denials of the pleadings but must file a response within thirty days after service of the motion...
- (d) Summary Judgment may be entered against a party who does not respond.

In the "Note" to Pa.R.C.P. "Rule 1035.2 Motion", it is stated that:

Partial Summary Judgment, interlocutory in character, may be rendered on one or more issues of liability, defense or damages.

Defendant essentially admits the material facts set forth in Plaintiff's Complaint, which include, inter alia, the existence of the loan evidenced by the Note and Mortgage executed by the Defendant; that after demand, Defendant failed, and continues to fail, to comply with the terms of the Mortgage, including payment thereof, for an excessive period of time; and that Defendant is in default of the Mortgage.

Defendant has not made a payment on the Mortgage as of April 2001, a period of seventeen (17) months to the time of filing of this Motion, essentially living in the mortgaged premises for free.

As a result of Defendant's nonperformance, the present action was filed, and, as of this date, Defendant has failed to bring the account current.

#### RULE 1029. DENIALS. EFFECT OF FAILURE TO DENY.

- (a) A responsive pleading shall admit or deny each averment of fact in the preceding pleading or any part thereof to which it is responsive. A party denying only a part of an averment shall specify so much of it as is admitted and shall deny the remainder. Admissions and denials in a responsive pleading shall refer specifically to the paragraph in which the averment admitted or denied is set forth.
- (b) Averments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication. A general denial or a demand for proof, except as provided by sub-division (c)... of this rule, shall have the effect of an admission.
- (c) A statement by a party that after reasonable investigation the party is without knowledge or information sufficient to form a belief as to the truth of an averment shall have the effect of a denial.

**Note: Reliance on sub-division (c) does not excuse a failure to admit or deny a factual allegation when it is clear that the pleader must know whether a particular allegation is true or false. See Cercone v. Cercone, 254 Pa.Super. 381, 386 A.2d 1 (1978).**

(Subsections 1029(d) and 1029(e) have been omitted for the purposes of the within Motion only).

It is clear that the Answer to the Complaint is a misuse of the provisions of Pa.R.C.P. 1029. Misuse of Rule 1029 is an admission, and such an admission will support Summary Judgment.

Pursuant to Pa.R.C.P. 1029(b), by failing to deny specifically or by necessary implication paragraphs 4, 5, 6, 7 and 8 of the Complaint, Defendant has admitted these averments. First Wisconsin Trust Co. v. Strausser, 439 Pa.S. 192, 653 A.2d 688 (1995); New York Guardian Mortgage Corp. v. Dietzel, 362 Pa.S. 426, 524 A.2d 951 (1987).

Defendant's Answer admits paragraphs 1, 2 and 3 of the Complaint outright, thereby admitting, inter alia, that Defendant is the real owner and mortgagor of the within mortgaged property and resides at the mortgaged property.

Defendant purports to deny, in whole, the averments contained in paragraphs 4, 5 and 6 as merely statements regarding Defendant's "lack of knowledge". It is well settled that an Answer is unacceptable and an admission where it is clear that the Defendant has adequate knowledge or that the means of obtaining information are within the Defendant's control. Elia v. Olszewski, 368 Pa. 578, 84 A.2d 188 (1951); First Wisconsin Trust Co. v. Strausser, 439 Pa.S. 192, 653 A.2d 688 (1995); Cercone v. Cercone, 254 Pa.Super. 381, 386 A.2d 1 (1978); Goodrich-Amram 2d Section 1029(c)(1) P. 280.

Defendant's denial in paragraph 7 is a mere assertion of a "conclusion of law", which provides no defense thereto as the denial is to an averment that offers factual situations of which the Defendant has knowledge, and therefore are admissions. First Wisconsin Trust Co. v. Strausser, 439 Pa.S. 192, 653 A.2d 688 (1995).

Defendant purports to deny the averments contained in paragraph 6 of the Complaint by simply claiming that the amounts due are incorrect. Defendant fails to plead any material facts or set forth any proof in support of her claims, making only unsupported general allegations. In any event, Plaintiff acted appropriately in its dealings with the Defendant and accurately accounted for all payments properly made by the Defendant. Certainly, Plaintiff would not reject

any legitimate attempt by the Defendant to cure her default on the Mortgage or to otherwise comply with the Note and Mortgage. See Plaintiff's Affidavit in Support of the Motion. Defendant's general assertions in her Answer are insufficient to defeat Plaintiff's Motion for Summary Judgment, and should be rejected by the Court.

Furthermore, Plaintiff attempted in good faith to work with the Defendant to reinstate the Mortgage, but Defendant has been unwilling to take the steps necessary to resolve this matter. Plaintiff sent Defendant Reinstatement figures, only to have Defendant reject Plaintiff's attempts to resolve this matter. A true and correct copy of the Reinstatement letter, dated February 27, 2002, is attached hereto and marked as Exhibit "B". In addition, Plaintiff sent Defendant a Forbearance Agreement in another attempt to resolve this matter. Defendant failed to return an executed copy and/or any funds required by the agreement by the deadline. A true and correct copy of the unexecuted Forbearance Agreement, dated June 27, 2002, is attached hereto and marked as Exhibit "C". See also, Plaintiff's Affidavit in Support of the Motion.

The sums due Plaintiff are easily calculable under the terms of the Mortgage, the contents of which are clearly within Defendant's knowledge and control, and Defendant has totally failed to tender a payoff or a reinstatement of the sums due to date. See Plaintiff's Affidavit attached hereto. Since Defendant has the knowledge of, and the means necessary for obtaining the denied information, including the total sums due, the denials are, in fact, admissions. Elia v. Olszewski, 368 Pa. 578, 84 A.2d 188 (1951); First Wisconsin Trust Co. v. Strausser, 439 Pa.S. 192, 653 A.2d 688 (1995); Cercone v. Cercone, 254 Pa.Super. 381, 386 A.2d 1 (1978).

Furthermore, with respect to Defendant's denial of paragraph 7 of the Complaint, Plaintiff has an express contractual right pursuant to the terms of the Mortgage to charge the Defendant attorney's fees as a consequence of the initiation of the within Action in Mortgage Foreclosure. The Pennsylvania Courts have long and repeatedly concluded that as much as 5% of the principal balance is reasonable in the calculation of attorney's fees and that such amount is enforceable. Robinson v. Loomis, 51 Pa. 73 (1865); First Federal Savings and Loan Association v. Street Road Shopping Center, 68 D. & C. 2d 751, 755 (1974). Under the circumstances, the attorney's fee recited herein is reasonable.

Plaintiff complied with the Pennsylvania pre-foreclosure Notice requirements of Act 6 (41 P.S. Section 101, et seq.) and Act 91 (35 P.S. Section 1680.401c, et seq.) The Pennsylvania pre-foreclosure Act 91 (35 P.S. Section 1680.403c, et seq.) states: "Any mortgagee who desires

to foreclose upon a mortgage shall send to such mortgagor at his or her last known address the notice provided in subsection (b)...." At the time Plaintiff sent Defendant the statutory combined pre-foreclosure Notice, Defendant's last known address was the mortgaged premises, a fact admitted by Defendant in paragraph 2 of her Answer to the Complaint. See the Complaint and Defendant's Answer. Plaintiff (mortgagee) properly sent Defendant the Notice to this address, as evidenced by the true and correct copy of the Notice attached to the Complaint as Exhibit A.

In this respect then, it should be noted that Defendant's Answer effectively admits every allegation of the Complaint.

#### **DEFENDANT'S NEW MATTER**

Defendant's New Matter does not offer any genuine issue as to any material fact, and consists of mere conclusions of law. The New Matter does not set forth factual grounds precluding Defendant's obligation to pay the Mortgage, and therefore, it should be rejected by the Court.

#### **IV. CONCLUSION**

The allegations of the Complaint are, in fact, uncontested. As set forth above, Defendant's Answer and New Matter has been interposed for the purpose of delay only, and it does not substantiate any claim or defense to the propriety of the Mortgage foreclosure action per se. There are no genuine issues as to any material fact to be determined at trial, and therefore, for the reasons set forth hereinabove, the Plaintiff (moving party) is entitled to Summary Judgment as a matter of law.

Respectfully submitted,

MARK J. UDREN & ASSOCIATES

By: 

Mark J. Udren, Esquire  
Attorney for Plaintiff/Movant

Record and return to:

EquiCredit Corp./Secondary Marketing Dept.  
P.O. Box #4136/DOC. CONTROL DIV.  
Jacksonville, FL 32231

(Space Above This Line For Recording Data)

Loan Number: 8152012087

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 17, 1999.  
The mortgagor is B. MARION MAZENKO, WIDOWED ("Borrower"). This Security Instrument is given to EquiCredit Corporation of Pa. which is organized and existing under the laws of Pennsylvania, and whose address is 10475 Perry Highway, Suite 112, Wexford, PA 15090 (Lender"). Borrower owes Lender the principal sum of TWENTY-TWO THOUSAND NINE HUNDRED TWENTY Dollars (U.S. \$ 22,920.43). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

SEE EXHIBIT "A" HERETO ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF  
11-H15-353-76 LOT #282/HOUSE

which has the address of P.O. BOX 137 HOPKINS STREET, IRVONA, PA 16656,  
[Street, City, State, Zip Code] ("Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard of property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property ("Property Taxes") which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. In the event Borrower fails to pay any due and payable Property Taxes, Lender may, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the loan secured by the Security Instrument on which interest shall accrue at the contract rate set forth in the Note.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. In the event Borrower fails to maintain hazard insurance (including any required flood insurance) in an amount sufficient to satisfy all indebtedness, fees, and charges owed Lender (in addition to payment of all liens and charges which may have priority over Lender's interest in the property), Lender may, in its sole discretion, obtain such insurance naming Lender as the sole beneficiary (single interest coverage). Lender may add any premiums paid for such insurance to the principal amount of the loan secured by this Security Instrument on which interest shall accrue at the contract rate set forth in the Note. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's rights to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (including without limitation a proceeding in bankruptcy, probate, condemnation or to enforce other laws and regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. In addition, Grantor (Mortgagor) covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary (Mortgagee) shall have the right at any time to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor (Mortgagor) agrees either (1) to pay the Beneficiary all reasonable expenses paid or incurred by it in respect to any such suit affecting title to any such property, or affecting the Beneficiary's (Mortgagee's) liens or rights hereunder, including, reasonable fees to the Beneficiary's (Mortgagee's) attorneys or (2) to permit the addition of such expenses, costs, and attorney's fees to the principal balance of the Note(s) secured by this Deed of Trust (Mortgage) on which interest shall accrue at the Note rate.

Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either for restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 21 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, material containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorney's fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es).)

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

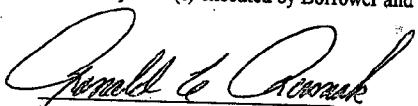
Planned Unit Development Rider

Other(s) (specify)

Second Home Rider

**28. Conformity With Laws.** If any provision of this Mortgage (Deed of Trust) is found to be in violation of any law, rule or regulation which affects the validity and/or enforceability of the Note and/or Mortgage (Deed of Trust), that provision shall be deemed modified to comply with applicable law, rule, or regulation.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.



Witness RONALD C RUSNAK



B. Marion Mazenko (SEAL)  
Borrower B. MARION MAZENKO

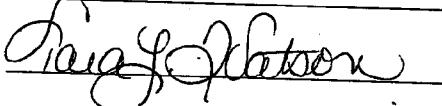
Witness \_\_\_\_\_

Borrower \_\_\_\_\_ (SEAL)

Witness \_\_\_\_\_

Borrower \_\_\_\_\_ (SEAL)

I hereby certify that the precise address of the Lender (Mortgagee) is 10475 Perry Highway, Suite 112  
Wexford, PA 15090. On behalf of the Lender.

By: 

Title: LOAN PROCESSOR

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

On this, the 17th day of November, 1999, before me, A NOTARY PUBLIC  
the undersigned officer, personally appeared B. MARION MAZENKO, WIDOWED  
known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within  
instrument and acknowledged that he/she executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

My Commission Expires:



Title of Officer

Notarial Seal
Ronald C. Rusnak, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Nov. 12, 2002
Member, Pennsylvania Association of Notaries

(Space Below This Line Reserved For Acknowledgment)

EquiCredit Corporation of Pa.  
10475 Perry Highway, Suite 112

Wexford, PA 15090

Legal Description

Exhibit "A"

All that certain lot or piece of ground situate in Irvona Borough, Clearview County, Pennsylvania, Marked and numbered in the plan of said town as Lot Number 282, bounded and described as follows:

Commencing at a post on Southwest corner of Emma and Hopkins Streets; thence South Westwardly by Emma Street one hundred fifty (150) feet to Lot no. 281; thence by Same fifty (50) feet to Lot no. 281; thence by same one hundred fifty (150) feet to Hopkins Street; thence by the same northeastwardly to a post and place of beginning.

Being the same premises which Robert A. Helsel and Iris Faith Helsel, husband and wife, by Their deed dated July 22, 1975 and recorded in Clearfield County in Deed Book 703 at Page 581, conveyed to James Frederick Helsel and Patricia E. Helsel, husband and wife, Grantors herein.

Exceting and reserving all reservations as may appear on the chain of title hereto.

**ADJUSTABLE RATE RIDER**  
(libor index - rate caps)

THIS ADJUSTABLE RATE RIDER is made this 17th day of November 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to EquiCredit Corporation of Pa. (the "Lender") of the same date and covering the property described in the Security Instrument and located at: P.O. BOX 137 HOPKINS STREET IRVONA, PA 16656  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 13.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of December, 2001, and on that day every six months thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the London InterBank Offered Rate for dollar deposits having a maturity of six months ("LIBOR") as reported in the Wall Street Journal published in Orlando, Florida. The most recent Index figure available as of the 15th day of the month or next business day thereafter of the month which is two months prior to the change date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding NINE & 50/100 percentage points (9.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 16.500 % or less than 13.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.00%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 22.625 % nor less than the initial rate.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**  
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
Borrower B. MARION MAZENKO

Borrower

Borrower

LAW OFFICES  
**MARK J. UDREN & ASSOCIATES**  
1040 NORTH KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NEW JERSEY 08034  
856.482.6900  
FAX: 856.482.1199

**FREDDIE MAC  
PENNSYLVANIA  
DESIGNATED COUNSEL**

MARK J. UDREN\*  
STUART WINNEG\*\*  
GAYL SPIVAK ORLOFF\*\*\*  
HEIDI R. SPIVAK\*\*\*  
CHRISTOPHER J. FOX\*\*\*  
\*ADMITTED ALSO IN PA AND FL  
\*\*ADMITTED ONLY IN PA  
\*\*\*ADMITTED ALSO IN PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

PENNSYLVANIA OFFICE  
215-568-9500  
215-568-1141 FAX

"PLEASE RESPOND TO NEW JERSEY OFFICE"

February 27, 2002

Page 1 of 2

Marion B. Mazenko  
PO Box 137 Hopkins Street  
C/O Thomas Forr  
Via Fax 814-946-4316

RE: EquiCredit Corporation  
Loan #8152012087  
Our File #0128870

Dear Thomas:

As requested, enclosed please find reinstate form, indicating the sum needed to reinstate the referenced mortgage.

Please note the following:

1. **PAYMENT MUST BE SENT TO OUR NEW JERSEY OFFICE** and received by us no later than 3/14/02. Thereafter, the reinstatement amount may change, and your check might be returned to you.
2. The above cure amount must be by **\*\*\*CASHIER'S CHECK OR MONEY ORDER payable to MARK J. UDREN, ESQUIRE\*\*\***. Any other form of payment will be returned to you.

**WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

If you have any questions, please call.

Very truly yours,

*Mario Duprey*  
Mario Duprey  
Legal Assistant  
/md  
Enclosures

EXHIBIT B

February 27, 2002

Page 2 of 2

Marion B. Mazenko  
PO Box 137 Hopkins Street  
C/O Thomas Forr  
Via Fax 814-946-4316

RE: EquiCredit Corporation  
Loan #8152012087  
Our File #0128870

REINSTATEMENT INFORMATION NOTICE

Payments Due	\$3,937.74
Late Charge Forecasted	13.12
Net Other Fees	7.49
Title Report	250.00
Players National Locator - RII	50.00
Prothonotary - File Complaint	80.00
Department of Vital Records - Death Certificate	3.00
Prothonotary - Subpoena	3.00
Sheriff - Surcharge	20.00
Prothonotary - Reinstate Complaint	7.00
Sheriff - Serve Complaint	75.00
Prothonotary - File Writ	"Anticipated"
Sheriff Sale Deposit	40.00
Title Bringdown	"Anticipated"
Rule 3129	1,000.00
Stay Sheriff Sale - Poundage on \$3,958.35	"Anticipated"
Prothonotary - Discontinue Action	79.16
Clear Title	10.00
Reply to New Matter -	"Anticipated"
Motion for Summary Judgment -	"Anticipated"
Federal Express -	250.00
Act Letters - Prepared and Sent	450.00
Attorney Fee	20.00
	125.00
	100.00
	100.00
	100.00
	800.00

**TOTAL AMOUNT TO REINSTATEMENT \$ 7,495.51  
THIS AMOUNT IS GOOD THRU 3/15/02**

NOTE:

1. ANY ITEM MARKED "ANTICIPATED", IF NOT ACTUALLY EXPENDED, WILL BE REFUNDED TO MORTGAGOR IMMEDIATELY. ATTORNEY FEES ARE SUBJECT TO ADJUSTMENT PURSUANT TO PENNSYLVANIA ACT 6, IF APPLICABLE.
2. PAYMENT MUST BE SENT TO OUR NEW JERSEY OFFICE and received by us no later than 3/14/02. Thereafter, the reinstatement amount may change, and your check might be returned to you.
3. The above cure amount must be by \*\*\*CERTIFIED CHECK OR MONEY ORDER payable to MARK J. UDREN, ESQUIRE\*\*\*. Any other form of payment will be returned to you.

**LAW OFFICES**  
**MARK J. UDREN & ASSOCIATES**  
**1040 NORTH KINGS HIGHWAY**  
**SUITE 500**  
**CHERRY HILL, NEW JERSEY 08034**  
**856.482.6900**  
**FAX: 856.482.1199**

**MARK J. UDREN\***  
**STUART WINNEG\*\***  
**GAYL SPIVAR ORLOFF\*\*\***  
**HEIDI R. SPIVAR\*\*\***  
**CHRISTOPHER J. FOX\*\*\***  
**CORINA CANIZ\*\*\***  
**\*ADMITTED NJ, PA, FL**  
**\*\*ADMITTED PA**  
**\*\*\*ADMITTED NJ, PA**  
**TINA MARIE RICH**  
**OFFICE ADMINISTRATOR**

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

**PENNSYLVANIA OFFICE**  
**24 NORTH MERION AVENUE**  
**SUITE 240**  
**BRYN MAWR, PA 19010**  
**215-568-9500**  
**215-568-1141 FAX**

**PLEASE RESPOND TO NEW JERSEY OFFICE**

June 27, 2002

B. Marion Mazenko  
P.O. Box 137, Hopkins Street  
Irsvona, PA 16656

Re: Our Client: Litton Loan Servicing  
Client Loan #7985591  
Premises: P.O. Box 137 Hopkins Street  
Irsvona, PA 16656

Dear Ms. Mazenko:

Pursuant to the instructions of our above-referenced client, enclosed please find a Forbearance Agreement. Kindly execute one copy and retain the additional copy for your records.

The signed agreement must be returned to us no later than July 2, 2002 with any lump sum payment required by the agreement.

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

If you have any questions, please do not hesitate to contact our office.

Sincerely yours,

Bill Murray  
Litigation Paralegal

**EXHIBIT C**

**FORBEARANCE AGREEMENT**

THIS AGREEMENT made this      day of      , 2002, between Litton Loan Servicing ("Mortgagee") and B. Marion Mazenko ("Mortgagor").

WHEREAS Mortgagee is the holder of a Note and Mortgage which is the first lien on premises located at P.O. Box 137 Hopkins Street, Iriona, PA 16656 and,

WHEREAS, as a result of Mortgagor's default in mortgage payments, Mortgagee has instituted or is about to institute foreclosure proceedings against the premises, and

WHEREAS, Mortgagor desires to enter into a repayment plan to reinstate the Mortgage, and Mortgagee has agreed to allow the same, under the following terms and conditions:

**WITNESSETH:**

1. This loan is currently due for the month of April 2001. The arrearages as of the date of this Agreement, including missed payments, late charges and legal fees/costs equals the sum of \$6,771.81.

2. Mortgagor shall pay Mortgagee, or has paid upon execution of this Agreement, the sum of \$3,000.00, in the form of Western Union Quick Collect directly to Mortgagee.

3. For the next 10 months, beginning July 26, 2002, and continuing through and including April 26, 2003, Mortgagor shall pay the monthly sum of \$640.53, due on the 26th of each month, calculated as follows: \$378.00- Balance of arrearages divided by 10 months; \$262.53 - regular monthly payment amount. Such monthly payments shall be in the form of Certified Funds or Money Order and paid at the address stated hereinafter. At such time as the mortgage is brought current, Mortgagor shall then resume normal monthly payments.

4. Nothing contained herein shall prevent Mortgagee from notifying Mortgagor of a change in payment amounts resulting from a change due to an escrow analysis, and Mortgagor shall pay the adjusted monthly amount under the same terms and conditions as set forth herein.

5. Payments shall be made payable to Litton Loan Servicing and mailed to 4828 Loop Central Drive, Houston, TX 77081-2226.

6. Until such time as an executed copy of this Agreement, together with the sum of \$3,000.00 as described above, is received by Mortgagee, foreclosure proceedings shall continue, and any additional fees and costs as a result thereof shall be added to those amounts due Mortgagee by Mortgagor.

7. The Mortgagee shall take no further action to proceed with the pending foreclosure action so long as Mortgagor complies with the terms of this Agreement and all payments are being timely made as set forth herein.

8. Nothing contained herein shall prevent Mortgagor from fully reinstating the mortgage at any time prior to the date stated hereinabove.

9. This Agreement is not intended to modify the terms and conditions of the Note and Mortgage above referred to, nor the acceleration, if any, of the same by Mortgagee. In the event that Mortgagor fails to comply in every way with the terms of this Agreement, then Mortgagee may proceed with its legal rights under the Note and Mortgage, unencumbered by the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto placed their hands and seals as of the date first above written.

WITNESS:

Mortgagor:

Date: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
B. Marion Mazenko

Mortgagee:

Litton Loan Servicing

Date: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

Dated: 8/9/02



\_\_\_\_\_  
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**

Equicredit Corporation of PA

Plaintiff

v.

B. Marion Mazenko

Defendant

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-2034-CD

**CERTIFICATE OF SERVICE**

I, Mark J. Udren, Esquire, hereby certify that I served true and correct copies of Plaintiff's Motion for Summary Judgment and Brief in Support upon the following person named herein at their last known address or their attorney of record.

XXXXXX Regular First Class Mail  
 Certified Mail  
 Other (certificate of mailing)

Date Served: August 12, 2002

TO: R. Thomas Forr, Jr., Esquire  
1701 Fifth Avenue  
Altoona, PA 16602-2319  
Attorney for Defendant

MARK J. UDREN & ASSOCIATES

By: Mark J. Udren

Mark J. Udren, Esquire  
Attorney for Plaintiff/Movant

Court of Common Pleas  
Civil Division  
Clearfield County  
No. 01-2034-CJ

Equicredit Corporation of PA  
PLAINTIFF

vs.  
B. Marion Mazenko  
DEFENDANT

Plaintiff's Motion for Summary  
Judgment

Mark J. Udren & Associates  
By: Mark J. Udren, Esquire  
Attorney I.D. #04302  
1040 N. Kings Highway  
Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900

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

ATTORNEY FOR PLAINTIFF

Equicredit Corporation of PA

Plaintiff

v.

B. Marion Mazenko

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-2034-CD

**PRAECIPE FOR JUDGMENT BASED ON COURT ORDER  
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), B. Marion Mazenko pursuant to the Court's Order dated October 28, 2002 (in accordance with the Complaint) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Court Order	\$30,995.96
Interest charges per Complaint	\$625.30
From 08/16/02 to 10/28/02	
Late charges per Complaint	\$26.26
From 08/16/02 to 10/28/02	
 TOTAL	 \$31,647.52

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that no further notice is required pursuant to Rule P.A.R.C.P. 237 & 237.1.

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 11-22-02

  
PRO PROTHY

**FILED**

NOV 22 2002

m110:00/latty/udren pd

William A. Shaw 20.00

Prothonotary unot. to Dg EK  
Stat. City KPD

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

Equicredit Corporation of PA  
4828 Loop Central Drive  
Houston, TX 77081-2226

Plaintiff

v.

B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irsvona, PA 16656

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 01-2034-CD

COPY

TO: B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irsvona, PA 16656

NOTICE

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

	Prothonotary
<input type="checkbox"/> Judgment by Default	Prothonotary
<input type="checkbox"/> Money Judgment	
<input type="checkbox"/> Judgment in Replevin	
<input type="checkbox"/> Judgment for Possession	
<input type="checkbox"/> Judgment on Award of Arbitration	
<input type="checkbox"/> Judgment on Verdict	
<input checked="" type="checkbox"/> Judgment on Court Findings	

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-482-6900

# COPY

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

Equicredit Corporation of PA  
Plaintiff(s)

No.: 2001-02034-CD

Real Debt: \$31,647.52

Atty's Comm:

Vs.

Costs: \$

Int. From:

B. Marion Mazenko  
Defendant(s)

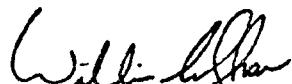
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 22, 2002

Expires: November 22, 2007

Certified from the record this 22nd of November, 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

Equicredit Corporation of PA  
4828 Loop Central Drive  
Houston, TX 77081-2226

**COPY**

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Plaintiff

MORTGAGE FORECLOSURE

v.

B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irsvona, PA 16656

NO. 01-2034-CD

Defendant(s)

TO: B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irsvona, PA 16656

NOTICE

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

*Prothonotary*

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-482-6900.

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

ATTORNEY FOR PLAINTIFF

Equicredit Corporation of PA

Plaintiff

v.

B. Marion Mazenko

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-2034-CD

PRAECIPE FOR JUDGMENT BASED ON COURT ORDER  
AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s), B. Marion Mazenko pursuant to the Court's Order dated October 28, 2002 (in accordance with the Complaint) and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Court Order	
Interest charges per Complaint	\$30,995.96
From 08/16/02 to 10/28/02	\$625.30
Late charges per Complaint	
From 08/16/02 to 10/28/02	\$26.26
TOTAL	
	\$31,647.52

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that no further notice is required pursuant to Rule P.A.R.C.P. 237 & 237.1.

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 11-22-02

PRO PROTHY

*William LaPra*

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

**EQUICREDIT CORP. OF PENNA.**

**Sheriff Docket # 11887**

**01-2034-CD**

**VS.**

**MAZENKO, B. MARION**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW JANUARY 30, 2002 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO B. MARION MAZENKO, DEFENDANT. NOT ENOUGH TIME TO ATTEMPT SERVICE.**

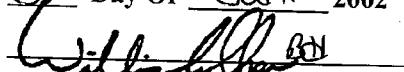
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**Return Costs**

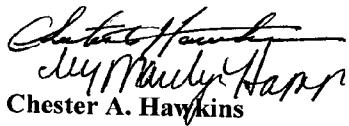
<b>Cost</b>	<b>Description</b>
14.00	<b>SHFF. HAWKINS PAID BY: ATTY.</b>
10.00	<b>SURCHARGE PAID BY: ATTY.</b>

**Sworn to Before Me This**

**3<sup>1<sup>st</sup></sup> Day Of Jan. 2002**

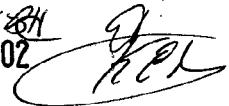
  
**WILLIAM A. SHAW**  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

  
**Chester A. Hawkins**  
Sheriff

**FILED**

**01/31/2002**  
**JAN 31 2002**

  
**William A. 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

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

Equicredit Corporation of PA  
10401 Deerwood Pk Blvd  
MC FL9-015-02-14  
Jacksonville, FL 32256  
Plaintiff

v.

B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irvington, PA 16656  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

NO. 01-2034-CD

COMPLAINT IN MORTGAGE FORECLOSURE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYERS REFERRAL SERVICE  
David S. Meholic, Court Admin  
Clearfield County Courthouse  
Clearfield, Pa 16830  
814-765-2641 ext 5982

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

DEC 20 2001

Attest.

William J. Brown  
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 asentear 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 dafiene, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE 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.**

David S. Meholick, Court Admin  
Clearfield County Courthouse  
Clearfield, Pa 16830  
814-765-2641 ext 5982

## 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: **N/A**

Assignments of Record to: **N/A**

Recording Date: **N/A**

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 137 Hopkins Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Irvona Borough

COUNTY: Clearfield

DATE EXECUTED: 11/17/99

DATE RECORDED: 11/23/99 INSTR NO: 199919412

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  
10/29/01

Principal of debt due and unpaid Interest at 8.57%*	\$22,844.49
from 3/01/01 to 10/29/01 (the per diem interest accruing on this debt is \$13.50 and that sum should be added each day after 10/29/01)	2,047.43
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$0.00 and that sum should be added on the first of each month after 10/29/01)	195.00
Late Charges (monthly late charge of \$13.13 should be added on the fifteenth of each month after 10/29/01)	65.65
Suspense	(55.57)
MTG REC CORP ADV	401.56
Other fees	54.50
Flat/Other Penalty fee	711.00
Satisfaction fee	15.50

Attorneys Fees (anticipated and actual  
to 5% of principal)

1,142.22

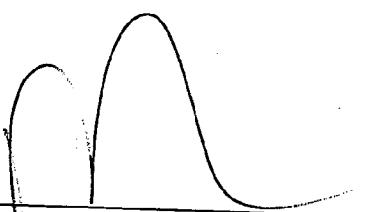
**TOTAL**

\* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage. \$28,,011.78

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 \$28,011.78 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 PIECE OF GROUND SITUATE IN IRVONA BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, MARKED AND NUMBERED IN THE PLAN OF SAID TOWN AS LOT NUMBER 282, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POST ON SOUTHWEST CORNER OF EMMA AND HOPKINS STREETS; THENCE SOUTH WESTWARDLY BY EMMA STREET ONE HUNDRED FIFTY (150) FEET TO AN ALLEY; THENCE BY SAME FIFTY (50) FEET TO LOT NO. 281; THENCE BY SAME ONE HUNDRED FIFTY (150) FEET TO HOPKINS STREET; THENCE BY THE SAME NORTHEASTWARDLY TO A POST AND PLACE OF BEGINNING.

EXCEPTING AND RESERVING ALL RESERVATIONS AS MAY APPEAR IN THE CHAIN OF TITLE  
HERETO.

November 6, 2001

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

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

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

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

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

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

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

Exhibit A

HOMEOWNER'S NAME(S):	B. Marion Mazenko
PROPERTY ADDRESS:	P.O. Box 137 Hopkins Street Irving, PA 16656
LOAN ACCT. NO.:	8152012087
ORIGINAL LENDER:	EquiCredit Corporation of PA
CURRENT LENDER:	EquiCredit Corporation of PA

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face-to-face meeting.

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

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

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

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

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

P.O. Box 137 Hopkins Street  
Irving, PA 16656

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$262.53 for April 1 2001 through November 1 2001 = \$2100.24

Monthly Late Charges of \$13.13 for April 1 2001 through October 1 2001 = \$65.65

Other charges (explain/itemize): Escrow Advance \$401.56

Other Fees \$54.50

Suspense Balance (\$55.57)

TOTAL AMOUNT PAST DUE:

\$2566.38

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2566.38, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender/Servicer:	EquiCredit Corporation of PA
Address:	10401 Deerwood Park Blvd.
	MC FL9-015-02-14
Phone Number:	Jacksonville, Fl. 32256
Fax Number:	(800) 759-6380
Contact Person:	(904) 457-4082
	Candace Blakeley

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

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

**NOTICE**

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

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

---

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**CLEARFIELD COUNTY**

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

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

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

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

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

**CERTIFIED MAIL**

**LAW OFFICES**

**MARK J. UDREN & ASSOCIATES**

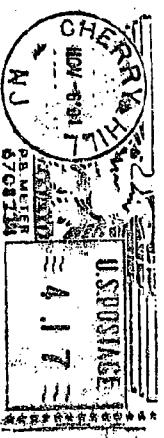
**1040 N. KINGS HIGHWAY**

**SUITE 500**

**CHERRY HILL, NJ 08034**



7001 0320 0002 8731 8958



B. Marion Mazenko,  
P.O. Box 137 Hopkins St.  
IRVONA, PA. 16654

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

**OFFICIAL USE**

Postage	\$ .50
Certified Fee	\$ 1.10
(Endorsement Required)	
Restricted Delivery Fee	\$ 1.50
(Endorsement Required)	
Total Postage & Fees	\$ 4.11

0320 8731 8958

0002

0001

**Sent To**  
B. Marion Mazenko  
Street, Apt. No. 100  
or P.O. Box No. 137 Hopkins St.  
City, State ZIP+4  
IRVONA, PA. 16654

Postage & Handling \$ 4.11  
See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

- 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:

B. Marion Maierko  
P.O. Box 137 Hopkins  
Iowa, IA 16650

2. Article Number  
(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-014-2509

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

A. Signature

 Agent Addressee5. Is delivery address different from item 1?  Yes No

If YES, enter delivery address below:

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

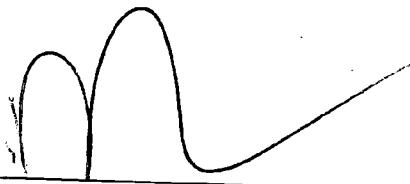
**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, January 2001 (Reverse)

102595-014-1049

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, appearing to be "Mark J. Udren". The signature is fluid and cursive, with a large, prominent loop on the right side.

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

Equicredit Corporation of PA  
4828 Loop Central Drive  
Houston, TX 77081-2226

Plaintiff

v.

B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irvington, PA 16656

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 01-2034-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE SHERIFF:

Issue Writ of Execution in the above matter:

Amount due	\$31,647.52
Interest From 10/29/02 to Date of Sale Per diem @\$13.50	
(Costs to be added)	\$ 190.55

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**FILED**

NOV 22 2002  
m/10:101 Attn: Udren  
William A. Shaw pd \$20.00  
Prothonotary  
b/wts Shew  
CRW

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

Equicredit Corporation of PA  
4828 Loop Central Drive  
Houston, TX 77081-2226

Plaintiff

v.

B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irvington, PA 16656

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 01-2034-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 137 Hopkins Street  
Irvington, PA 16656  
SEE LEGAL DESCRIPTION ATTACHED

Amount due

\$31,647.52

Interest From 10/29/02  
to Date of Sale  
Per diem @\$13.50

(Costs to be added)

\$ 190.55

By \_\_\_\_\_

*William L. Brown*  
Prothonotary  
Clerk

Date 11-22-02

COURT OF COMMON PLEAS  
NO. 01-2034-CD

=====  
ECCredit Corporation of PA  
vs.

B. Marion Mazenko

=====  
WRIT OF EXECUTION  
=====

REAL DEB \$ 31,647.52

INTEREST \$  
from 1 29/02 to  
Date of Sale  
Per diem @\$13.50

COSTS PA : \$  
PROTH

SHERIFF \$ 60.55

STATU DRY \$

COSTS DU PROTHY. \$ 130.00

PREMISES TO BE SOLD:  
P.O. Box 137 Hopkins Street  
Irvington, NJ 16656

  
Mark J. Dren, ESQUIRE  
MARK J. DREN & ASSOCIATES  
1040 NORTH KINGS HIGHWAY  
SUITE 50  
CHERRY HILL, NJ 08034  
(856) 48 6900

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN IRVONA BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, MARKED AND NUMBERED IN THE PLAN OF SAID TOWN AS LOT NUMBER 282, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POST ON SOUTHWEST CORNER OF EMMA AND HOPKINS STREETS; THENCE SOUTH WESTWARDLY BY EMMA STREET ONE HUNDRED FIFTY (150) FEET TO AN ALLEY; THENCE BY SAME FIFTY (50) FEET TO LOT NO. 281; THENCE BY SAME ONE HUNDRED FIFTY (150) FEET TO HOPKINS STREET; THENCE BY THE SAME NORTHEASTWARDLY TO A POST AND PLACE OF BEGINNING.

EXCEPTING AND RESERVING ALL RESERVATIONS AS MAY APPEAR IN THE CHAIN OF TITLE HERETO.

BEING KNOWN AS PO BOX 137 HOPKINS STREET, IRVONA, PA 16656  
TAX ID NO.: 011-H16-353-00076

TITLE TO SAID PREMISES IS VESTED IN WILLIAM MAZENKO AND B. MARION MAZENKO, HUSBAND AND WIFE, BY DEED FROM JAMES FREDERICK HELSEL AND PATRICIA E. HELSEL, HUSBAND AND WIFE, DATED 12/01/77, RECORDED 12/16/77, IN DEED BOOK 752, PAGE 151.

EQUICREDIT CORPORATION OF PA  
Plaintiff

vs

B. MARION MAZENKO,  
Defendant

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
NO. 01-2034 -CO

**NOTICE TO PLEAD**

**TO: EQUICREDIT CORPORATION OF PA**

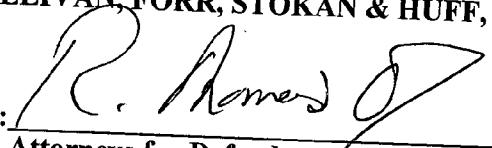
IN ACCORDANCE WITH RULES 1026 AND 1361 OF THE PENNSYLVANIA  
RULES OF CIVIL PROCEDURE, YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN  
RESPONSE TO THE ENCLOSED **ANSWER TO COMPLAINT IN MORTGAGE  
FORECLOSURE** WITHIN TWENTY (20) DAYS FROM SERVICE HEREOF OR A  
JUDGMENT MAY BE ENTERED AGAINST YOU.

**FILED**

FEB 22 2002

0/13/02  
William A. Shaw  
Prothonotary

SULLIVAN, FORR, STOKAN & HUFF,

BY:   
Attorneys for Defendant,  
B. Marion Mazenko

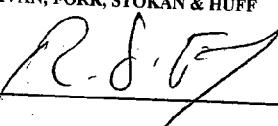
1701 Fifth Avenue  
Altoona, PA 16602  
(814) 946-4316

STATE I.D. # 20088

DATE: 2-20-02

NOW 2-20-02 I CERTIFY THAT A COPY  
OF THIS PLEADING HAS BEEN SERVED UPON  
COUNSEL OF RECORD AND/OR OPPOSING PARTY  
BY MAILING A COPY BY U.S. MAIL TO THE  
ADDRESS INDICATED ON PRIOR PLEADINGS

SULLIVAN, FORR, STOKAN & HUFF

BY: 

EQUICREDIT CORPORATION OF PA : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
vs : CIVIL DIVISION  
B. MARION MAZENKO, :  
Defendant : NO. 01-2034 -CO

**ANSWER and NEW MATTER TO COMPLAINT IN MORTGAGE FORECLOSURE**

NOW, to wit, this 20<sup>th</sup> day of February, A.D. 2002, comes the  
Defendant, B. MARION MAZENKO, who, by and through her attorney, R. THOMAS FORR,  
JR., ESQUIRE, respectfully represents as follows:

1.

ADMITTED.

2.

ADMITTED.

3.

ADMITTED.

4.

DENIED. After reasonable investigation, the defendant is without knowledge sufficient  
to form a belief as to the truth of the matters contained therein. All means of proof being within  
the exclusive control of the Plaintiff. Proof thereof is demanded at the time of trial.

5.

DENIED. After reasonable investigation, the defendant is without knowledge  
sufficient to form a belief as to the truth of the matters contained therein. All means of proof  
being within the exclusive control of the Plaintiff. Proof thereof is demanded at the time of trial.

6.

DENIED. After reasonable investigation, the defendant is without knowledge sufficient to form a belief as to the truth of the matters contained therein. All means of proof being within the exclusive control of the Plaintiff. Proof thereof is demanded at the time of trial.

By way of further defense, it is specifically denied that the Plaintiff has accurately calculated the matter of principal and interest. By way of further defense, it is denied that the Plaintiff is entitled to attorneys fees as stated as the same are unreasonable.

7.

DENIED. The same is a conclusion of law for which no answer is required. By way of further defense, it is denied the Plaintiff is entitled to any attorney's fees.

8.

DENIED. It is denied that the Plaintiff's properly served the notice specified by Pennsylvania Homeowner's Emergency Mortgage Assistance Program Act 91 of 1983 and the Notice of Intention to Foreclose under Act 6 of 1974 as evidenced by Plaintiff's own exhibit attached as Exhibit "A". In that said Notices were not provided as required by law, Plaintiff was denied the right to apply for emergency mortgage assistance under the Pennsylvania Homeowner's Emergency Mortgage Assistance Program.

WHEREFORE, the Defendant demands that judgment sought by the Plaintiff be dismissed along with the foreclosure and sale of the mortgaged premises.

**NEW MATTER**

By way of further answer and new matter, the Defendant, B. Marion Mazenko, asserts the following:

1.

The Defendant incorporates by reference her answers to Paragraphs 1 through 8 of Plaintiff's Complaint as if set forth at length herein.

2.

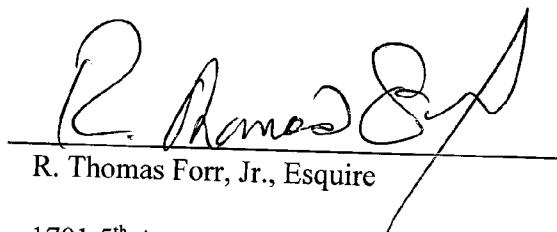
B. Marion Mazenko never received nor accepted notice as set forth in Plaintiff's Paragraph 8 classified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program Act 91 of 1983 and the Notice of Intention to Foreclose under Act 6 of 1974 and therefore had no opportunity or occasion to apply for Homeowner's Emergency Assistance under and through the Pennsylvania Housing Finance Agency or to seek any of the other remedies set forth in the notice attached as Exhibit "A" to Plaintiff's Complaint.

WHEREFORE, the Defendant, B. MARION MAZENKO, respectfully request dismissal of Plaintiff's Complaint and she will ever pray.

Respectfully submitted

SULLIVAN, FORR, STOKAN & HUFF

BY:

  
R. Thomas Forr, Jr., Esquire

1701 5<sup>th</sup> Avenue  
Altoona, Pa 16602  
(814) 946-4316  
State I.D. # 20088

## VERIFICATION

I verify that the statements in this ANSWER and NEW MATTER TO COMPLAINT IN MORTGAGE FORECLOSURE are true and correct to the best of my knowledge and belief. I understand that false statements made herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

B. Marion Mazenko

B. Marion Mazenko

DATED: 2-20-02

LAW OFFICES  
**MARK J. UDREN & ASSOCIATES**  
1040 NORTH KINGS HIGHWAY  
SUITE 500  
CHERRY HILL, NEW JERSEY 08034  
856. 482. 6900  
FAX: 856. 482. 1199

MARK J. UDREN\*  
STUART WINNEG\*\*  
GAYL SPIVAK ORLOFF\*\*\*  
HEIDI R. SPIVAK\*\*\*  
CHRISTOPHER J. FOX\*\*\*  
JAY E. PLUNK, JR\*\*\*  
\*ADMITTED NJ, PA, FL  
\*\*ADMITTED PA  
\*\*\*ADMITTED NJ, PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

**PENNSYLVANIA OFFICE**  
215-568-9500  
215-568-1141 FAX

PLEASE RESPOND TO NEW JERSEY OFFICE

August 13, 2002

Prothonotary of Clearfield County  
Clearfield County Courthouse  
1 North Second St. Suite 116  
Clearfield, PA 16830

Re: Equicredit Corporation of PA vs. B. Marion Mazenko  
Clearfield County C.C.P., No. 01-2034-CD

To whom it may concern:

Enclosed for filing, please find Plaintiff's Reply to New Matter and Certificate of Service in connection with the above-referenced matter. I have enclosed a copy of the first page of the Reply to be time-stamped and returned in the enclosed self-addressed, stamped envelope.

Thank you for your assistance with this matter.

Sincerely,

MARK J. UDREN & ASSOCIATES

By: Mark J. Udren  
Mark J. Udren, Esquire  
Attorney for Plaintiff/Movant

/cle  
Enclosures

FILED

AUG 14 2002  
M13001NOCC  
William A. 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**

Equicredit Corporation of PA

Plaintiff

v.

B. Marion Mazenko

Defendant

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-2034-CD

**PLAINTIFF'S REPLY TO DEFENDANT'S NEW MATTER**

9. Plaintiff incorporates by reference paragraphs 1 through 8 of the Complaint as if the same were herein fully set forth at length.

10. Denied. This averment is specifically denied as untrue, inaccurate and/or a conclusion of law to which no response is required. By way of further response, Plaintiff complied with the Pennsylvania pre-foreclosure Notice requirements of Act 6 (41 P.S. Section 101, et seq.) and Act 91 (35 P.S. Section 1680.401c, et seq.) The Pennsylvania pre-foreclosure Act 91 (35 P.S. Section 1680.403c, et seq.) states: "Any mortgagee who desires to foreclose upon a mortgage shall send to such mortgagor at his or her last known address the notice provided in subsection (b)...." At the time Plaintiff sent Defendant the statutory combined pre-foreclosure Notice, Defendant's last known address was the mortgaged premises. Plaintiff (mortgagee) properly sent Defendant the Notice to this address, as evidenced by the true and correct copy of the Notice attached to the Complaint as Exhibit A.

WHEREFORE, Plaintiff prays and respectfully requests that the Honorable Court deny and dismiss, with prejudice, Defendant's New Matter, and award judgment in Plaintiff's favor as prayed for in its Complaint.

MARK J. UDREN & ASSOCIATES

By: Mark J. Udren  
Mark J. Udren, Esquire  
Attorney for Plaintiff/Movant

**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**

Equicredit Corporation of PA

Plaintiff

v.

B. Marion Mazenko

Defendant

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 01-2034-CD

**CERTIFICATE OF SERVICE**

I, Mark J. Udren, Esquire, hereby certify that I served a true and correct copy of Plaintiff's Reply to New Matter upon the following person named herein at their last known address or their attorney of record.

xxxxxx Regular First Class Mail

Certified Mail

Other (certificate of mailing)

Date Served: August 12, 2002

TO: R. Thomas Forr, Jr., Esquire  
1701 Fifth Avenue  
Altoona, PA 16602-2319  
Attorney for Defendant

MARK J. UDREN & ASSOCIATES

By: Mark J. Udren  
Mark J. Udren, Esquire  
Attorney for Plaintiff/Movant

Court of Common Pleas  
Civil Division  
Clearfield County  
No. 01-2034-CD

Equicredit Corporation of PA  
PLAINTIFF

vs.

B. Marion Mazenko  
DEFENDANT

Plaintiff's Reply to New Matter

Mark J. Udren & Associates  
By: Mark J. Udren, Esquire  
Attorney I.D. #04302  
1040 N. Kings Highway  
Suite 500  
Cherry Hill, NJ 08034  
(856) 482-6900

Date: 10/29/2002

**Clearfield County Court of Common Pleas**

User: DGREGG

Time: 08:43 AM

Page 1 of 1

**ROA Report**

**Case: 2001-02034-CD**

Current Judge: John K. Reilly Jr.

Equicredit Corporation of PA vs. B. Marion Mazenko

Mortgage Foreclosures

Date	Judge	
12/20/2001	✓ Filing: Complaint in Mortgage Foreclosure Paid by: Udren, Mark J. Esq (attorney for Equicredit Corporation of PA) Receipt number: 1835750 Dated: 12/20/2001 Amount: \$80.00 (Check) Property is located in the Borough of Irvona, Clearfield County, PA. One CC Sheriff	No Judge
01/02/2002	✓ Filing: Subpoena Paid by: Udren, Mark J. Esq (attorney for Equicredit Corporation of PA) Receipt number: 1836094 Dated: 01/02/2002 Amount: \$3.00 (Check)	No Judge
01/30/2002	✓ Filing: Praeclipe to Reissue Writ/Complaint Paid by: Udren, Mark J. Esq (attorney for Equicredit Corporation of PA) Receipt number: 1837401 Dated: 01/30/2002 Amount: \$7.00 (Check) 1 Complaint to Sheriff	No Judge
01/31/2002	✓ Sheriff Return, Now, Jan. 30, 2002, return the within Complaint In Mortgage Foreclosure "Not Served, Time Expired" as to B. Marion Mazenko, Defendant. Not enough time to attempt service. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
02/22/2002	✓ Answer and New Matter to Complaint in Mortgage Foreclosure, filed by s/R. No Judge Thomas Forr, Jr., Esq. No CC	No Judge
04/01/2002	✓ Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
08/14/2002	✓ Plaintiff's Reply To Defendant's New Matter. filed by s/Mark J. Udren, Esq. No Judge Certificate of Service no cc Motion For Summary Judgment. filed by s/Mark J. Udren, Esq. Brief In Support and Certificate of Service no cc	No Judge
10/03/2002	✓ Praeclipe to Attach Affidavit and Verification to Plaintiff's Motion For Summary Judgment. s/Mark J. Udren, Esq. Certificate of Service no cc	John K. Reilly Jr.

Date: 10/24/2002

**Clearfield County Court of Common Pleas**

User: BANDERSON

Time: 11:35 AM

Page 1 of 1

ROA Report

Case: 2001-02034-CD

Current Judge: John K. Reilly Jr.

Equicredit Corporation of PA vs. B. Marion Mazenko

Mortgage Foreclosures

Date		Judge
12/20/2001	Filing: Complaint in Mortgage Foreclosure Paid by: Udren, Mark J. Esq (attorney for Equicredit Corporation of PA) Receipt number: 1835750 Dated: 12/20/2001 Amount: \$80.00 (Check) Property is located in the Borough of Irvona, Clearfield County, PA. One CC Sheriff	No Judge ✓
01/02/2002	Filing: Subpoena Paid by: Udren, Mark J. Esq (attorney for Equicredit Corporation of PA) Receipt number: 1836094 Dated: 01/02/2002 Amount: \$3.00 (Check)	No Judge
01/30/2002	Filing:Praecipe to Reissue Writ/Complaint Paid by: Udren, Mark J. Esq (attorney for Equicredit Corporation of PA) Receipt number: 1837401 Dated: 01/30/2002 Amount: \$7.00 (Check) 1 Complaint to Sheriff	No Judge ✓
02/01/2002	Sheriff Return, Now, Jan. 30, 2002, return the within Complaint In Mortgage Foreclosure "Not Served, Time Expired" as to B. Marion Mazenko, Defendant. Not enough time to attempt service. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge ✓
02/22/2002	Answer and New Matter to Complaint in Mortgage Foreclosure, filed by s/R. No Judge Thomas Forr, Jr., Esq. No CC	✓
04/01/2002	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge ✓
08/14/2002	Plaintiff's Reply To Defendant's New Matter. filed by s/Mark J. Udren, Esq. Certificate of Service no cc Motion For Summary Judgment. filed by s/Mark J. Udren, Esq. Brief In Support and Certificate of Service no cc	No Judge ✓
10/03/2002	Praecipe to Attach Affidavit and Verification to Plaintiff's Motion For Summary Judgment. s/Mark J. Udren, Esq. Certificate of Service no cc	John K. Reilly Jr. <i>upstairs</i>

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

Equicredit Corporation of PA	COURT OF COMMON PLEAS
	CIVIL DIVISION
Plaintiff	Clearfield County
v.	
B. Marion Mazenko	NO. 01-2034-CD
Defendant(s)	

**CERTIFICATE OF SERVICE**

I, Mark J. Udren, Esquire, hereby certify that I have served true and correct copies of NOTICE OF SALE upon the following person(s) named herein at their last known address or their attorney of record.

xxxxxx       Regular First Class Mail  
      xxxxxx       Certified Mail  
      xxxxxx       Other (certificate of mailing)

Date Served: JANUARY 15, 2003

TO: B. MARION MAZENKO  
C/O R. THOMAS FORR, JR., ESQ.  
1701 FIFTH AVENUE  
ALTOONA, PA 16602-2319

MARK J. UDREN & ASSOCIATES

By: Mark J. Udren, Esquire  
Attorney for Plaintiff

**FILL FD**

ML 11328  
FEB 20 2003

William A. Shaw  
Pretheoretic



102595-02-M-1132

PS Form 3800, April 2002 (Revised)

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

For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advises the clerk or mark the mailpiece with the address and "Delivery".

For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain 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, attach a letter to the article and add applicable postage to cover the fee. Endorse mailpiece "Request for Duplicate Return Receipt".

For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain 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 "Request for Duplicate Return Receipt".

■ NO INSURANCE COVERAGE IS PROVIDED WITH CERTIFIED MAIL. FOR VALUABLES, PLEASE CONSIDER REGISTERED OR REGISTERED MAIL.

■ CERTIFIED MAIL IS NOT AVAILABLE FOR ANY CLASS OF INTERNATIONAL MAIL.

■ CERTIFIED MAIL MAY ONLY BE COMBINED WITH FIRST-CLASS MAIL OR Priority MAIL.

■ IMPORTANT REMINDER: A record of delivery kept by the Postal Service for two years.

■ A signature upon delivery.

■ A mailing identifier for your mailpiece.

■ A mailing receipt.

**Certified Mail Provides:**

**SENDER: COMPLETE THIS SECTION**

<b>COMPLETE THIS SECTION ON DELIVERY</b>		
A. Signature	<input type="checkbox"/> Agent	
X	<input type="checkbox"/> Addressee	
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type
<input checked="" type="checkbox"/> Certified Mail
<input type="checkbox"/> Registered
<input type="checkbox"/> Insured Mail
<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

7002 0860 0007 5462 1422

102595-02-M-1540

Domestic Return Receipt

2. Article Number  
(Transfer from service label)

PS Form 3811, August 2001

Name and Address of **LAW OFFICES**  
**ASSOCIATES**

Check type of mail or service:

Affix Stamp Here  
*(If issued as a  
" "*

MARK J. UDREN & ASSOCIATES  
1000 N. KINGS HIGHWAY

- Certified
- COD
- Delivery Confirmation
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise

Line **CHERRY HILL, NJ 08034** SUITE 500  
Article Number

<b>SUITE 500</b>		
<b>CHERRY HILL, NJ 08034</b>		
Line Article Number	TO: <b>RECEIVER</b>	
	<input type="checkbox"/> Insured <input type="checkbox"/> Express Mail <input type="checkbox"/> Signature Confirmation	Postmark and Date of Receipt  Addressee Name, Street, and PO Address  Postage Fee Handling Charge  Actual Value if Registered  Insured Value  Due Sender if COD DC Fee  SC Fee  SH Fee  RD Fee  RR Fee

1	B. Mairon Mairzenko
2	C. P. Thomas <del>FOOT CO.</del> 170. Fifth Avenue, Alton
3	1802-2319

4

5

6

7

8

9

10

11

12

13

U.S. POSTAGE  
0.90

CHERRY HILL  
NJ  
JAN 15 '03  
PAID  
P.B. MILLER  
6786244

15  
JAN  
2003  
NEW YORK  
15/1/03

USPS

every Confirmation  
signature Confirmation  
Special Handling  
Restricted Delivery  
Return Receipt

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 domestic and international reconstruction mail. The maximum reconstructible value for reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$1000 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum is indemnity for up to \$1000 per piece lost or damaged in a single catastrophic occurrence. Some nonnegotiable insurance is not available for all types of documents.

PS Form 3877, August 2001

Complete by Typewriter, Ink, or Ball Point Pen.

**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:

B. Marion Mazurko  
c/o R. Thomas Forni  
1701 Fifth Avenue  
Altoona, PA 16602-  
2319

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature   Agent  Addressee

B. Received by (Printed Name)	C. Date of Delivery
<i>John Doe</i>	1-17-03

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.

1. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

3003 0460 0007 5462 1422

PS Form 3811, August 2001

**Domestic Return Receipt**

102595-02-M-1540

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

Equicredit Corporation of PA  
4828 Loop Central Drive  
Houston, TX 77081-2226  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irsvona, PA 16656  
Defendant(s)

NO. 01-2034-CD

**AMENDED 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 Praeclipe 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: February 13, 2003

MARK J. UDREN & ASSOCIATES

BY:

Mark J. Udren, Esquire  
Attorney for Plaintiff

FILED  
m1125 BY CC  
FEB 21 2003 6pm

William A. Shaw  
Notary Public

ATTORNEY FOR PLAINTIFF

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

Equicredit Corporation of PA  
4828 Loop Central Drive  
Houston, TX 77081-2226  
Plaintiff

v.

B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irvona, PA 16656  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 01-2034-CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

Equicredit Corporation of PA, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: P.O. Box 137 Hopkins Street, Irvona, PA 16656

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

B. Marion Mazenko PO Box 137 Hopkins Street, Irvona, PA 16656

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

Same as No. 1 above

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

NONE

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

Plaintiff herein.

See Caption above.

Pennsylvania Housing 2101 North Front Street, Harrisburg, PA  
Finance Agency 17110

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

NONE

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

Name

Address

Real Estate Tax Department

1 North Second Street, Suite 116  
Clearfield, PA 16830

Domestic Relations Section

1 North Second Street, Suite 116  
Clearfield, PA 16830

Commonwealth of PA,  
Department of Revenue

Bureau of Compliance, Dept. 280946  
Harrisburg, PA 17128-0946

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

Name

Address

R. Thomas Forr, Jr.

1701 Fifth Avenue, Altoona, PA 16602-2319

Tenants/Occupants

PO Box 137 Hopkins Street, Irvona, PA 16656

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

MARK J. UDREN & ASSOCIATES

Mark J. Udren, Esquire  
Attorney for Plaintiff

DATED: February 13, 2003

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

Equicredit Corporation of PA  
4828 Loop Central Drive  
Houston, TX 77081-2226  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

NO. 01-2034-CD

B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irsvona, PA 16656  
Defendant(s)

DATE: January 23, 2003

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY

OWNER(S): B. MARION MAZENKO

PROPERTY: P.O. Box 137 Hopkins Street, Irsvona, PA 16656

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on MARCH 7, 2003, at 10:00AM, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, 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

**LAW OFFICES OF MARK J. UDREN &  
ASSOCIATES  
1040 N. KING'S HIGHWAY, SUITE 500  
CHERRY HILL, NJ 08034**

**JODIE**

<p>Name and Address Of Sender</p>		<p>Check appropriate block for Registered Mail:  <input type="checkbox"/> Merchandise  <input type="checkbox"/> Insured  <input type="checkbox"/> COD  <input type="checkbox"/> Express Mail  <input type="checkbox"/> Certified</p>		<p>Check appropriate block for Registered Mail:  <input type="checkbox"/> Return Receipt for  <input type="checkbox"/> Merchandise  <input type="checkbox"/> Int'l Recorded Del.  <input type="checkbox"/> With Postal Insurance  <input type="checkbox"/> Without postal Insurance</p>		<p>Postmark and Date of Receipt:</p>							
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1	MAZENKO	CLEARFIELD COUNTY TAX CLAIM BUREAU 1 NORTH SECOND STREET, SUITE 116 CLEARFIELD, PA 16830											
2	0128870	DOMESTIC RELATIONS SECTION 1 NORTH SECOND STREET, SUITE 116 CLEARFIELD, PA 16830											
3		COMMONWEALTH OF PA. DEPT. OF REVENUE, BUREAU OF COMPLIANCE, DEPT. 280946, HARRISBURG, PA 17128-0946											
4		TENANTS/OCCUPANTS P.O. BOX 137 HOPKINS STREET, IRVONA, PA 16656											
5	CLEARFIELD COUNTY	R. THOMAS FORR, JR., ESQ. 1701 FIFTH AVENUE, ALTOONA, PA 16602-2319											
6		PENNSYLVANIA HOUSING FINANCE AGENCY 2101 NORTH FRONT STREET, HARRISBURG, PA 19110											
7													
8													
9													
10													
11													
12													
13													
14													
15													

Postmaster, Per (Name of Receiving Employee)

6

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

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 \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is  
\$500. The maximum indemnity payable on registered mail, sent with optional postal insurance, See Domestic  
Mail Manual R900, §913, and §921 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.



DOUBTA

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

Equicredit Corporation of PA : COURT OF COMMON PLEAS  
Plaintiff : CIVIL DIVISION  
Plaintiff : Clearfield County  
v.  
B. Marion Mazenko : NO. 01-2034-CD  
Defendant(s)

CERTIFICATE OF SERVICE

I, Mark J. Udren, Esquire, hereby certify that I have served true and correct copies of NOTICE OF SALE upon the following person(s) named herein at their last known address or their attorney of record.

xxxxxx Regular First Class Mail  
xxxxxx Certified Mail  
                   Other (certificate of mailing)

Date Served: JANUARY 15, 2003

TO: B. MARION MAZENKO  
C/O R. THOMAS FORR, JR., ESQ.  
1701 FIFTH AVENUE  
ALTOONA, PA 16602-2319

MARK J. UDREN & ASSOCIATES

By: M  
Mark J. Udren, Esquire  
Attorney for Plaintiff

EXHIBIT B

Volke

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



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

**OPTIONAL USE**

Postage	\$ 37
Certified Fee	230
Return Receipt Fee (Endorsement Required)	175
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 442</b>

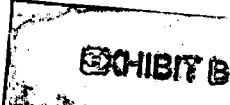
Postmark Here

**Sent To**  
R. Michael Macchio  
Street, Apt. No.;  
or PO Box No.  
1701 Fifth Avenue  
City, State, ZIP+4 Ultone, PA 16602-2319

PS Form 3800, April 2002 See Reverse for Instructions



B. Michael Macchio  
c/o R. Michael Macchio  
1701 Fifth Avenue  
Ultone, PA 16602-2319



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p><b>A. Signature</b> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><b>B. Received by (Printed Name)</b> <b>C. Date of Delivery</b></p> <p><b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p><b>1. Article Addressed to:</b>  <b>B. Marian Mazzoni</b>  <b>Attn: R. Thomas Forni</b>  <b>1701 Foothill Avenue</b>  <b>Altamonte, FL 32719</b> </p>		<p><b>3. Service Type</b></p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Registered Mail <input type="checkbox"/> C.O.D.  <input type="checkbox"/> Insured Mail</p> <p><b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes</p>	
<b>2. Article Number</b>	<b>7002 0860 0007 5462 1422</b>		
(Transfer from service label)			

PS Form 3811, August 2001

Domestic Return Receipt

02595-02-M-1540

**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, April 2002. (Reverse)

102595-02-M-1132

EXHIBIT B

## Name and Address of Law OFFICES

MARK J. UDREN &amp; ASSOCIATES

1040 N. KINGS HIGHWAY

SUITE 500

CHERRY HILL, NJ 08034

## Check type of mail or service:

Certified  Recorded Delivery (International)  
 COD  Registered  Reconstructed  
 Delivery Confirmation  Return Receipt for Merchandise  
 Express Mail  Signature Confirmation

## Affix Stamp Here

(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)Postmark and  
Date of Receipt

Line	Addresser Name, Street, and PO Address Article Number	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1	Mark J. Udren Cherry Hill, NJ 08034	0.90										
2	Thomas F. O'Farrell 1701 Fabrikare Drive Alpharetta, GA 30005											
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

Postmaster, Per (Name of receiving employee)

Total Number of Pieces  
Listed by SenderTotal Number of Pieces  
Received at Post Office

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 \$500 per piece, subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered and COD mail. See Domestic Mail Manual R400, S413, 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 Standard Mail (A) and Standard Mail (B) parcels.

Complete by Typewriter, Ink, or Ball Point Pen

EXHIBIT B

**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:**

B. Marion Mazenko  
c/o R. Thomas Forni, Esq.  
1701 Fifth Avenue  
Altoona, PA. 16602-  
2319

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

*X L. Casman*

Agent

Addressee

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

*1-17-03*

**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)

*7002 0860 0007 5462 1422*

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

In The Court of Common Pleas of Clearfield County, Pennsylvania

EQUICREDIT CORPORATION OF PA

Sheriff Docket # 13486

01-2034-CD

VS.

MAZENKO, B. MARION

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, JANUARY 20, 2003 @ 1:00 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF MARCH 7, 2003 WAS SET.

NOW, JANUARY 20, 2003 @ 1:00 P.M. SERVED B. MARION MAZENKO, DEFENDANT, AT HER RESIDENCE P. O. BOX 137 HOPKINS STREET, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA 16656 BY HANDING TO B. MARION MAZENKO, DEFENDANT, A TRUE AND ATTESTED COPY OF AN ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, MARCH 7, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, MARCH 17, 2003 BILLED ATTORNEY FOR COSTS DUE.

NOW, MARCH 24, 2003 RECEIVED CHECK FROM ATTORNEY TO PAY COSTS.

NOW, MAY 6, 2003 PAID COSTS FROM ADVANCE AND CHECK..

NOW, MAY 7, RETURN WRIT AS SALE BEING HELD. PROPERTY PURCHASED BY THE PLAINTIFF FOR \$1L00 + COSTS.

NOW, MAY 7, DEED WAS FILED.

SHERIFF HAWKINS \$255.64  
SURCHARGE \$20.00  
PAID BY ATTORNEY

**FILED**

MAY 07 2003  
0/3:00/  
William A. Shaw  
Prothonotary 88  
5-00

In The Court of Common Pleas of Clearfield County, Pennsylvania

EQUICREDIT CORPORATION OF PA

Sheriff Docket # 13486

VS.

MAZENKO, B. MARION

01-2034-CD

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

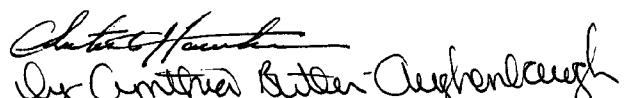
---

Sworn to Before Me This

7<sup>th</sup> Day Of May 2003

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

So Answers,

  
Chester A. Hawkins  
Sheriff  
By Cynthia Bitten Aughenbaugh

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

Equicredit Corporation of PA  
4828 Loop Central Drive  
Houston, TX 77081-2226

Plaintiff

v.

B. Marion Mazenko  
P.O. Box 137 Hopkins Street  
Irvington, PA 16656

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 01-2034-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 137 Hopkins Street  
Irvington, PA 16656  
SEE LEGAL DESCRIPTION ATTACHED

Amount due	\$31,647.52
Interest From 10/29/02 to Date of Sale Per diem @\$13.50	
(Costs to be added)	\$ 190.55

By \_\_\_\_\_

*Prothonotary  
William L. Haw*

Clerk

Received 11-22-02 @ 11:30 A.M.

Date 11-22-02

Chester A. Hawkins  
by Cynthia Butler Aughonaugh

COURT OF COMMON PLEAS  
NO. 01-2034-CD

=====  
Equicredit Corporation of PA  
vs.

B. Marion Mazenko

=====  
WRIT OF EXECUTION  
=====

REAL DEBT \$ 31,647.52

INTEREST \$  
from 10/29/02 to  
Date of Sale  
Per diem @\$13.50

COSTS PAID:

PROTHY \$

SHERIFF \$ 60.55

STATUTORY \$

COSTS DUE PROTHY. \$ 130.00

PREMISES TO BE SOLD:

P.O. Box 137 Hopkins Street  
Irvington, PA 16656

  
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 PIECE OF GROUND SITUATE IN IRVONA BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, MARKED AND NUMBERED IN THE PLAN OF SAID TOWN AS LOT NUMBER 282, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POST ON SOUTHWEST CORNER OF EMMA AND HOPKINS STREETS; THENCE SOUTH WESTWARDLY BY EMMA STREET ONE HUNDRED FIFTY (150) FEET TO AN ALLEY; THENCE BY SAME FIFTY (50) FEET TO LOT NO. 281; THENCE BY SAME ONE HUNDRED FIFTY (150) FEET TO HOPKINS STREET; THENCE BY THE SAME NORTHEASTWARDLY TO A POST AND PLACE OF BEGINNING.

EXCEPTING AND RESERVING ALL RESERVATIONS AS MAY APPEAR IN THE CHAIN OF TITLE HERETO.

BEING KNOWN AS PO BOX 137 HOPKINS STREET, IRVONA, PA 16656

TAX ID NO.: 011-H16-353-00076

TITLE TO SAID PREMISES IS VESTED IN WILLIAM MAZENKO AND B. MARION MAZENKO, HUSBAND AND WIFE, BY DEED FROM JAMES FREDERICK HELSEL AND PATRICIA E. HELSEL, HUSBAND AND WIFE, DATED 12/01/77, RECORDED 12/16/77, IN DEED BOOK 752, PAGE 151.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      MAZENKO      NO.      01-2034-CD

NOW,      March 7, 2003      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      7TH      day of      MARCH      2003, I exposed the within described real estate of      B. MARION MAZENKO      to public venue or outcry at which time and place I sold the same to      EQUICREDIT CORPORATION      PA      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	17.55
LEVY	15.00
MILEAGE	17.55
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	35.10
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>255.64</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

**DEBIT & INTEREST:**

DEBT-AMOUNT DUE	31,647.52
INTEREST FROM 10/29/02	
TO BE ADDED      TO SALE DATE	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>31,647.52</b>
<b>COSTS:</b>	
ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	295.47
LATE CHARGES & FEES	
TAXES - collector      PD	
TAXES - tax claim      TO MAY	1,945.81
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
ATTORNEY COMMISSION	
SHERIFF COSTS	255.64
LEGAL JOURNAL AD	144.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	190.55
MORTGAGE SEARCH	40.00
<b>SATISFACTION FEE</b>	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	99.52
<b>TOTAL COSTS</b>	<b>3,104.49</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE**.

CHESTER A. HAWKINS, Sheriff