

02-130-CD  
AMERICAN BUSINESS MORTGAGE -vs- WILLIAM A. DILLON  
SERVICES, INC.

AMERICAN BUSINESS MORTGAGE SERVICES,  
INC., F/K/A NEW JERSEY MORTGAGE AND  
INVESTMENT CORP.

Plaintiff

vs.

WILMA A. DILLON

Defendant

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

02-130-02

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the 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 claim in the Complaint of for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

**FILED**

JAN 25 2002

William A. Shaw  
Prothonotary

AMERICAN BUSINESS MORTGAGE : IN THE COURT OF COMMON PLEAS  
SERVICES, INC. F/K/A NEW : CLEARFIELD COUNTY, PENNSYLVANIA  
JERSEY MORTGAGE AND :  
INVESTMENT CORP. :  
Plaintiff : NO.  
vs. : CIVIL ACTION - LAW  
: IN MORTGAGE FORECLOSURE

WILMA A. DILLON

Defendant

**THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15 U.S.C. 1601:**

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER  
Leon P. Haller, Esquire  
1719 North Front Street  
Harrisburg, PA 17102-2392  
(717) 234-4178  
Attorney ID #15700  
Attorney for Plaintiff

AMERICAN BUSINESS MORTGAGE  
SERVICES, INC., F/K/A NEW JERSEY  
MORTGAGE AND INVESTMENT CORP.,

Plaintiff

vs.

WILMA A. DILLON,

Defendant

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

:  
: CIVIL ACTION - LAW

:  
: ACTION OF MORTGAGE FORECLOSURE

:  
: # 02-130-CD

### COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is AMERICAN BUSINESS MORTGAGE SERVICES, INC., F/K/A NEW JERSEY MORTGAGE AND INVESTMENT CORP., a corporation / national association whose address is 111 PRESIDENTIAL BOULEVARD BALA CYNWYD, PENNSYLVANIA 19004 .
2. Defendant, WILMA A. DILLON , an adult individual whose last known address is RR #2, BOX 84, DEER RUN ROAD MAHAFFEY, PENNSYLVANIA 15757.
3. On or about, February 21, 2000, the said Defendant executed and delivered a Mortgage Note in the sum of \$20,000.00 payable to NEW JERSEY MORTGAGE AND INVESTMENT CORP., a copy of said Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book 733, Page 300, conveying to original Mortgagee the subject premises. Said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: RR #2, BOX 84, DEER RUN ROAD MAHAFFEY, PENNSYLVANIA 15757 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendant is the real owner of the property.

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on August 25, 2001 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$19,258.03
Interest at \$6.59 per day From 07/25/2001 To 01/25/2002 ( based on contract rate of 12.5000%)	\$1,258.68
Late Charges \$22.72 From 08/25/2001 to 01/25/2002	\$159.03
	\$962.90
Attorney's Fee at 5% of Principal Balance	
TOTAL	<hr/> \$21,638.64

\*\*Together with interest at the per diem rate noted above after January 25, 2002 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 12.5000% (\$6.59 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

**NOTE**Borrower(s): **WILMA A. DILLON**

This Note is for a loan of a principal amount of \$50,000.00 or less.

February 21, 2000  
[Date]Hawthorn  
[City]PA  
[State]DEER RUN ROAD, RR#2 BOX 84, Mahaffey, Township of BELL, PA 15757  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$20,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **NEW JERSEY MORTGAGE AND INVESTMENT CORP.** I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.500%.

After any default described in Section 6(B) of this Note, I will pay interest at a yearly rate of 12.500% or such higher amount as may be allowed by applicable law. The default interest rate will continue after the Note Holder obtains a legal judgment against me.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 25th day of each month beginning on March 25, 2000.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on February 25, 2020, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at ONE PRESIDENTIAL BOULEVARD, SUITE 411 BALA CYNWYD, PA 19004, or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 227.23.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

I may make a full prepayment or a partial prepayment at any time during the term of this loan without penalty.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.0% of my overdue payment of principal and interest or such higher amount as may be permitted by applicable law. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 15 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

EXHIBIT "A"

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. OTHER CHARGES****A. NSF Charge**

If I make a payment under this Note by check, negotiable instrument or other means and the payment is returned to the Note Holder unpaid, I agree to pay the Note Holder a charge for not sufficient funds (NSF) charge in the maximum amount permitted by applicable law.

**B. Administrative Charge**

Except as limited by applicable law, I agree to pay the Note Holder any administrative charge that the Note Holder may impose in connection with (1) my failure to comply with the terms and conditions of this Note and (2) the release or satisfaction of any mortgage, financing statement or other instrument appearing on the public record which relates to my obligation under this Note.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described 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 the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If Lender exercises this option, 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Wilma A. Dillon (Seal)  
WILMA A. DILLON Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

[Sign Original Only]



All that certain piece or parcel of land situated in Bell Township,  
Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin, said iron pin being located on the Eastern right-of-way line of Township Road No. T-322, and said iron pin being located Three Hundred ninety-six and seven hundredths (396.07) feet from line of Land of Wilbur Lee; thence along land of the Grantors South fifty-two (52) degrees fifty-six (56) minutes East One Hundred twenty-five (125) feet to an iron pin; thence continuing along land of the Grantors South thirty-seven (37) degrees four (4) minutes West One Hundred (100) feet to an iron pin; thence still continuing along land of the Grantors North fifty-two (52) degrees fifty-six (56) minutes West One Hundred twenty-five (125) feet to an iron pin, said iron pin being located on the Eastern right-of-way line of Township Road No. T-322; thence along Eastern right-of-way line of Township Road No. T-322 North thirty-seven (37) degrees Four (4) minutes East One Hundred (100) feet to the iron pin and place of beginning. BEING a lot fronting One Hundred (100) feet on Township Road T-322 and extending back in parallel lines One Hundred twenty-five (125) feet. The description for said lot was made from a survey by Frederic H. Shuss, a registered professional Engineer, dated October 5, 1972.



EXHIBIT B

Date: November 15, 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

EXHIBIT "C"



**American Business Mortgage Services**

111 Presidential Boulevard, Bala Cynwyd, PA 19004 (610) 668-2440 FAX: (610) 617-4967

HOMEOWNER'S NAME(S):	Wilma A. Dillon
PROPERTY ADDRESS:	Deer Run Road, RR#2, Box 84, Mahaffey, PA
LOAN ACCT. NO.:	1100008663
ORIGINAL LENDER:	American Business Mortgage Services, Inc. f/k/a New Jersey Mortgage and Investment Corp.
CURRENT LENDER/SERVICER:	American Business Mortgage Services, Inc.

## **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:  
Deer Run Road, RR#2, Box 84, Mahaffey, PA IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of Principal and Interest for the months of August, September and October:	\$681.69
Late Charges:	136.32
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$818.01</b>

***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 \$818.01, 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:***

American Business Mortgage Services, Inc. Attn: Susan B. Naftulin, Counsel  
111 Presidential Boulevard, Suite 103  
Bala Cynwyd, PA 19004

***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.

**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 fee 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 have never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** — It is estimated that the earliest date that such as Sheriff's Sale of the mortgaged property could be held would be **approximately six 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: American Business Mortgage Services, Inc.  
Address: 111 Presidential Boulevard, Suite 103  
Bala Cynwyd, PA 19004  
Phone Number: (610) 668-2440  
Fax Number: (610) 617-4967  
Contact Person: Susan B. Naftulin, Counsel

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

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

***YOU MAY ALSO HAVE THE RIGHT:***

- TO 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 ANY 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

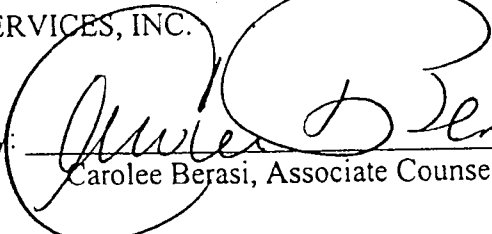
Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (724) 465-5118

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

Very truly yours,  
AMERICAN BUSINESS MORTGAGE  
SERVICES, INC.

By:   
Carolee Berasi, Associate Counsel

CB/mfh

cc: Legal File  
Dan Bucci, Senior Vice President  
Loan File

**Via certified mail, return receipt requested  
and first class mail with certificate of mailing**



COMPANY NAME: AMERICAN BUSINESS MORTGAGE SERVICES, INC., F/K/A NEW JERSEY MORTGAGE AND INVESTMENT CORP.

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct.

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

Dated

1/24/02

By



Title

Assistant Vice President

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW  
NO.  
IN MORTGAGE FORECLOSURE

AMERICAN BUSINESS MORTGAGE  
SERVICES, INC. f/k/a NEW  
JERSEY MORTGAGE AND  
INVESTMENT CORP.

Plaintiff

vs.

WILMA A. DILLON

Defendant

C O M P L A I N T

**FILED**

*01:43*  
JAN 25 2002

William A. Shaw  
Prothonotary

*Shawell, Harg & Hallen*  
LAW OFFICES  
1719 N. FRONT STREET  
HARRISBURG, PA. 17102-2392

*80.00*  
*Att. pd.*  
*Shawell*

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12025

AMERICAN BUSINESS MORTGAGE SERVICES, INC.

02-130-CD

VS.

DILLON, WILMA A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 5, 2002 AT 1:21 PM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON WILMA A. DILLON, DEFENDANT AT  
RESIDENCE, RR#2 BOX 84, DEER RUN ROAD, MAHAFFEY, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO WILMA A. DILLON A TRUE AND ATTESTED COPY  
OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN  
TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING

NOW FEBRUARY 5, 2002 AT 1:21 PM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT AT RESIDENCE,  
RR#2 BOX 84, DEER RUN ROAD, MAHAFFEY, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO WILMA A DILLON A TRUE AND ATTESTED COPY  
OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN  
TO HER THE CONTENTS THEREOF.  
SERVED BY: NEVLING.

Return Costs

Cost	Description
81.54	SHFF. HAWKINS PAID BY: <i>attg</i>
20.00	SURCHARGE PAID BY; ATTY.

FILED

014:00

MAY 02 2002

William A. Shaw  
Prothonotary

Sworn to Before Me This

*2nd* Day Of *May* 2002

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

So Answers,

*Chester A. Hawkins*  
*by Mary Harris*  
Chester A. Hawkins  
Sheriff

AMERICAN BUSINESS MORTGAGE : IN THE COURT OF COMMON PLEAS  
SERVICES, INC. F/K/A NEW JERSEY : CLEARFIELD COUNTY, PENNSYLVANIA  
MORTGAGE AND INVESTMENT CORP. :  
Plaintiff :  
vs. : NO. 02-130-CD  
WILMA A. DILLON : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

P R A E C I P E


TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please enter JUDGMENT "in rem" in favor of the Plaintiff and against Defendants Wilma A. Dillon for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid principal balance	\$19,258.03
Interest	\$ 1,258.68
(Per diem of \$6.59	
from 7/25/01 to 1/25/02)	
Accumulated late charges and	
Late charges	\$ 159.03
(\$22.72 per month to 1/02)	
5% Attorney's Commission	\$ 962.90
<b>TOTAL</b>	<b>\$21,638.64**</b>

\*\* Together with additional interest at the per diem rate indicated above from January 25, 2002, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.


PURCELL, KRUG & HALLER

By   
Leon P. Haller PA I.D. #15700  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

**FILED**

MAY 20 2002

11:45 AM  
William A. Shaw  
Prothonotary

  
PP  
20-

NOTICE TO DEFT.

AMERICAN BUSINESS MORTGAGE : IN THE COURT OF COMMON PLEAS  
SERVICES, INC. F/K/A NEW JERSEY : CLEARFIELD COUNTY, PENNSYLVANIA  
MORTGAGE AND INVESTMENT CORP. :  
Plaintiff :  
vs. : NO. 02-130-CD  
WILMA A. DILLON : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

**NOTICE OF ENTRY OF JUDGMENT**

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on MAY 20, 2002 the following judgment has been entered against you in the above-captioned matter:

\$21,638.64 and for the sale and foreclosure of your property located at: RR #2, Box 84, Deer Run Road, Mahaffey, PA 15757

Dated: 5-20-2002

  
\_\_\_\_\_  
PROTHONOTARY

Attorney for Plaintiff:  
Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102  
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236:

Wilma A. Dillon  
RR #2, Box 84  
Deer Run Road  
Mahaffey, PA 15757

AMERICAN BUSINESS MORTGAGE : IN THE COURT OF COMMON PLEAS  
SERVICES, INC. F/K/A NEW JERSEY : CLEARFIELD COUNTY, PENNSYLVANIA  
MORTGAGE AND INVESTMENT CORP. :  
Plaintiff :  
vs. : NO. 02-130-CD  
WILMA A. DILLON : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please enter JUDGMENT "in rem" in favor of the Plaintiff and against Defendants Wilma A. Dillon for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid principal balance	\$19,258.03
Interest	\$ 1,258.68
(Per diem of \$6.59	
from 7/25/01 to 1/25/02)	
Accumulated late charges and	
Late charges	\$ 159.03
(\$22.72 per month to 1/02)	
5% Attorney's Commission	\$ 962.90
<b>TOTAL</b>	<b>\$21,638.64**</b>

\*\* Together with additional interest at the per diem rate indicated above from January 25, 2002, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By 

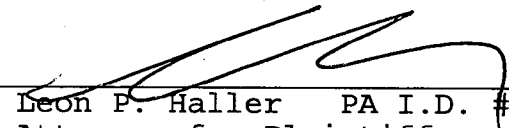
Leon P. Haller PA I/D. #15700  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

AMERICAN BUSINESS MORTGAGE : IN THE COURT OF COMMON PLEAS  
SERVICES, INC. F/K/A NEW JERSEY : CLEARFIELD COUNTY, PENNSYLVANIA  
MORTGAGE AND INVESTMENT CORP. :  
Plaintiff :  
vs. : NO. 02-130-CD  
WILMA A. DILLON : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE

I hereby certify that on April 19, 2002 I served the Ten Day Notice required by Pa. R.C.P. 237.1 upon the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

PURCELL, KRUG & HALLER

By   
Leon P. Haller PA I.D. #15700  
Attorney for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102

Dated: May 17, 2002

AMERICAN BUSINESS MORTGAGE  
SERVICES, INC., F/K/A NEW JERSEY  
MORTGAGE AND INVESTMENT CORP.,  
Plaintiff

VS.

WILMA A. DILLON  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
:  
: NO. 02-130-CD  
:  
:  
: CIVIL ACTION LAW  
: IN MORTGAGE FORECLOSURE  
:  
:

DATE OF THIS NOTICE: **April 19, 2002**

**TO:**

WILMA A. DILLON  
RR #2, BOX 84, DEER RUN ROAD  
MAHAFFEY, PA 15757

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED  
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

PENNSYLVANIA LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
800-692-7375

PURCELL, KRUG & ~~HALLER~~

By 

LEON P. HALLER, Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front St., Harrisburg, PA 17102  
(717) 234-4178



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

American Business Mortgage Services, Inc.  
Plaintiff(s)

No.: 2002-00130-CD

Real Debt: \$21638.64

Atty's Comm:

Vs.

Costs: \$

Int. From: January 25, 2002

Wilma A. Dillon  
Defendant(s)

Entry: \$20.00

Instrument: Judgmen "in rem"

Date of Entry: May 20, 2002

Expires: May 20, 2007

Certified from the record this May 20, 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

AMERICAN BUSINESS MORTGAGE : IN THE COURT OF COMMON PLEAS  
SERVICES, INC. F/K/A NEW JERSEY : CLEARFIELD COUNTY, PENNSYLVANIA  
MORTGAGE AND INVESTMENT CORP. :  
Plaintiff :  
vs. : NO. 02-130-CD  
WILMA A. DILLON : CIVIL ACTION - LAW -  
Defendant : IN MORTGAGE FORECLOSURE

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

**TO THE PROTHONOTARY:**


Issue Writ of Execution in the above matter on the real estate located at RR #2, Box 84, Deer Run Road, Mahaffey, PA 15757 as follows:

Principal	\$19,258.03
Interest	\$ 2,451.47
(at the per diem of	
\$6.59 to 7/25/02)	
Late charges	\$ 295.35
(at \$22.72 to 7/02)	
5% Attorney's Commission	\$ 962.90
<b>TOTAL</b>	<b>\$22,967.75**</b>

\*\* Together with additional interests, charges and costs to the date of Sheriff's Sale.

PROTHONOTARY COSTS

221.54

By   
LEON P. HALLER I.D. #15700  
ATTORNEY FOR PLAINTIFF  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

Dated: May 17, 2002

Attached is a description of the real estate.

**FILED**

MAY 20 2002

W/11:45/12

William A. Shaw  
Prothonotary

10 20-

6 Writs To Sheriff

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

BEGINNING at an iron pin, said iron pin being located on the Eastern right-of-way line of Township Road No. T-322, and said iron pin being located Three Hundred ninety-six and seven hundredths (396.07) feet from line of land of Wilbur Lee; thence along land of the Grantors South fifty-two (52) degrees fifty-six (56) minutes East One Hundred twenty-five (125) feet to an iron pin; thence continuing along land of the Grantors South thirty-seven (37) degrees four (4) minutes West One Hundred (100) feet to an iron pin; thence still continuing along land of the Grantors North fifty-two (52) degrees fifty-six (56) minutes West One Hundred twenty-five (125) feet to an iron pin, said pin being located on the Eastern right-of-way line of Township Road No. T-322; thence along Eastern right-of-way line of Township Road No. T-322 North thirty-seven (37) degrees Four (4) minutes East One Hundred (100) feet to the iron pin and place of BEGINNING. BEING a lot fronting One Hundred (100) feet on Township Road No. T-322 and extending back in parallel lines One Hundred twenty-five (125) feet. The description for said lot was made from a survey by Frederic H. Shuss, a registered professional Engineer, dated October 5, 1972.

EXCEPTING AND RESERVING, nevertheless, all the coal, together with the mining rights and Release of Damages as appears in the prior Chain of Title.

HAVING THEREON ERECTED A DWELLING KNOWN AS RR #2, Box 84, Deer Run Road, Mahaffey, Pennsylvania

BEING THE SAME PREMISES WHICH Dennis E. Byers and Karen J. Byers by Deed dated December 30, 1976 and recorded February 7, 1977 in Deed Book 733, Page 300, granted and conveyed unto Charles H. Dillon and Wilma A. Dillon. The said Charles H. Dillon died September 19, 1997, thereby vesting title solely to Wilma A. Dillon by operation of law.

Assessment # 102-C12-73

**FILED**

MAY 20 2002

William A. Shaw  
Prothonotary

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

American Business Mortgage Services, Inc.,

Vs.

NO.: 2002-00130-CD

Wilma A. Dillon ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due AMERICAN BUSINESS MORTGAGE SERVICES, INC., , Plaintiff(s)  
from WILMA A. DILLON , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
RR #2, Box 84, Deer Run Road, Mahaffey, PA. (see attached sheet)
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$22,967.75  
INTEREST: \$  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/20/2002

PAID: \$221.54  
SHERIFF: \$  
OTHER COSTS: \$

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102

\_\_\_\_\_  
Sheriff

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

BEGINNING at an iron pin, said iron pin being located on the Eastern right-of-way line of Township Road No. T-322, and said iron pin being located Three Hundred ninety-six and seven hundredths (396.07) feet from line of land of Wilbur Lee; thence along land of the Grantors South fifty-two (52) degrees fifty-six (56) minutes East One Hundred twenty-five (125) feet to an iron pin; thence continuing along land of the Grantors South thirty-seven (37) degrees four (4) minutes West One Hundred (100) feet to an iron pin; thence still continuing along land of the Grantors North fifty-two (52) degrees fifty-six (56) minutes West One Hundred twenty-five (125) feet to an iron pin, said pin being located on the Eastern right-of-way line of Township Road No. T-322; thence along Eastern right-of-way line of Township Road No. T-322 North thirty-seven (37) degrees Four (4) minutes East One Hundred (100) feet to the iron pin and place of BEGINNING. BEING a lot fronting One Hundred (100) feet on Township Road No. T-322 and extending back in parallel lines One Hundred twenty-five (125) feet. The description for said lot was made from a survey by Frederic H. Shuss, a registered professional Engineer, dated October 5, 1972.

EXCEPTING AND RESERVING, nevertheless, all the coal, together with the mining rights and Release of Damages as appears in the prior Chain of Title.

HAVING THEREON ERECTED A DWELLING KNOWN AS RR #2, Box 84, Deer Run Road, Mahaffey, Pennsylvania

BEING THE SAME PREMISES WHICH Dennis E. Byers and Karen J. Byers by Deed dated December 30, 1976 and recorded February 7, 1977 in Deed Book 733, Page 300, granted and conveyed unto Charles H. Dillon and Wilma A. Dillon. The said Charles H. Dillon died September 19, 1997, thereby vesting title solely to Wilma A. Dillon by operation of law.

Assessment # 102-C12-73

AMERICAN BUSINESS MORTGAGE  
SERVICES, INC., F/K/A NEW  
JERSEY MORTGAGE AND INVEST-  
MENT CORP.,

Plaintiff

VS.

WILMA A. DILLON,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
:  
: NO. 02-130-CD  
:  
: IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY:

Please mark the judgment entered in the above captioned matter  
satisfied of record.

PURCELL, KRUG & HALLER


By: 

Leon P. Haller ID #15700  
1719 North Front Street  
Harrisburg, PA 17102-2392  
(717) 234-4178  
Attorney for Plaintiff

DATE: August 13, 2002

**FILED**

AUG 15 2002  
M 11:30 / 1cc atty  
William A. Shaw  
Prothonotary

Cert Satis. to atty  
Atty Haller pd \$ 7.00 

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2002-00130-CD

American Business Mortgage Services, Inc.  
f/k/a New Jersey Mortgage and Investment  
Corp.

Vs.

Debt: \$22,967.75

Atty's Comm.:

Wilma A. Dillon

Interest From:

Cost: \$7.00

NOW, Thursday, August 15, 2002, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 15th day of August, A.D. 2002



---

Prothonotary



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

Sheriff Docket # 12578

AMERICAN BUSINESS MORTGAGE SERVICES, INC.

02-130-CD

VS.

DILLON, WILMA A.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JUNE 4, 2002 @ 10:05 A.M. O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANT. PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF AUGUST 2, 2002 WAS SET.

NOW, JUNE 6, 2002 @ 1:51 P.M. O'CLOCK SERVED WILMA A. DILLON,  
DEFENDANT, AT HER RESIDENCE RR #2, BOX 84, DEER RUN ROAD, MAHAFFEY,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILMA DILLON, DEFENDANT,  
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF  
SALE, AND COPY OF LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, AUGUST 2, 2002 RECEIVED A FAX FROM PLAINTIFF ATTORNEY TO STAY THE  
SHERIFF SALE. THE MORTGAGOR ENTERED INTO A REPAYMENT PLAN.

NOW, MARCH 31, 2003 PAID COSTS FROM ADVANCE AND MADE A REFUND OF  
UNUSED ADVANCE TO ATTORNEY.

NOW, APRIL 1, 2003 RETURN WRIT AS NO SALE HELD. SALE WAS STAYED BY  
PLAINTIFF ATTORNEY A REPAYMENT PLAN HAD BEEN ARRANGED.

SHERIFF HAWKINS    \$ 211.64  
SURCHARGE          \$ 20.00  
PAID BY PLAINTIFF

**FILED**

APR 01 2003

6/11/501w  
William A. Shaw  
Prothonotary  
KDS

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

Sheriff Docket # 12578

AMERICAN BUSINESS MORTGAGE SERVICES, INC.

02-130-CD

VS.

DILLON, WILMA A.

WRIT OF EXECUTION

REAL ESTATE


**SHERIFF RETURNS**

---

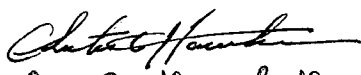

---

Sworn to Before Me This

1 Day Of April 2003

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

So Answers,

  
  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

American Business Mortgage Services, Inc.,

Vs.

NO.: 2002-00130-CD

Wilma A. Dillon ,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due AMERICAN BUSINESS MORTGAGE SERVICES, INC., , Plaintiff(s)  
from WILMA A. DILLON , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
RR #2, Box 84, Deer Run Road, Mahaffey, PA. (see attached sheet)
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$22,967.75  
INTEREST: \$  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 05/20/2002

PAID: \$221.54  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 20th day  
of May A.D. 2002  
At 3:13 A.M./P.M.

Walter A. Hunkler  
Sheriff by Margaret W. Pratt

Requesting Party: Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102

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

BEGINNING at an iron pin, said iron pin being located on the Eastern right-of-way line of Township Road No. T-322, and said iron pin being located Three Hundred ninety-six and seven hundredths (396.07) feet from line of land of Wilbur Lee; thence along land of the Grantors South fifty-two (52) degrees fifty-six (56) minutes East One Hundred twenty-five (125) feet to an iron pin; thence continuing along land of the Grantors South thirty-seven (37) degrees four (4) minutes West One Hundred (100) feet to an iron pin; thence still continuing along land of the Grantors North fifty-two (52) degrees fifty-six (56) minutes West One Hundred twenty-five (125) feet to an iron pin, said pin being located on the Eastern right-of-way line of Township Road No. T-322; thence along Eastern right-of-way line of Township Road No. T-322 North thirty-seven (37) degrees Four (4) minutes East One Hundred (100) feet to the iron pin and place of BEGINNING. BEING a lot fronting One Hundred (100) feet on Township Road No. T-322 and extending back in parallel lines One Hundred twenty-five (125) feet. The description for said lot was made from a survey by Frederic H. Shuss, a registered professional Engineer, dated October 5, 1972.

EXCEPTING AND RESERVING, nevertheless, all the coal, together with the mining rights and Release of Damages as appears in the prior Chain of Title.

HAVING THEREON ERECTED A DWELLING KNOWN AS RR #2, Box 84, Deer Run Road, Mahaffey, Pennsylvania

BEING THE SAME PREMISES WHICH Dennis E. Byers and Karen J. Byers by Deed dated December 30, 1976 and recorded February 7, 1977 in Deed Book 733, Page 300, granted and conveyed unto Charles H. Dillon and Wilma A. Dillon. The said Charles H. Dillon died September 19, 1997, thereby vesting title solely to Wilma A. Dillon by operation of law.

Assessment # 102-C12-73

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME DILLON NO. 02-130-CD

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

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

and made the following

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.30
LEVY	15.00
MILEAGE	14.30
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	28.60
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>211.64</b>

## DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>0.00</b>

## DEBIT & INTEREST:

DEBT-AMOUNT DUE	22,967.75
INTEREST	
TO BE ADDED	

<b>TOTAL DEBT &amp; INTEREST</b>	<b>22,967.75</b>
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## COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	383.67
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim	
DUE	
COST OF SUIT -TO BE ADDED	
LIST OF LIENS & MORTGAGE SEARCH	140.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	211.64
LEGAL JOURNAL AD	153.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	221.54

## SATISFACTION FEE

ESCROW DEFICIENCY  
MUNICIPAL LIEN

<b>TOTAL COSTS</b>	<b>1,109.85</b>
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DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

LAW  
**PURCELL, KRUG & HALLER**  
1719 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17102-2392  
TELEPHONE (717) 234-4178  
FAX (717) 233-1149  
E-MAIL: MTG@PKHL.COM

JOHN W. PURCELL  
HOWARD B. KRUG  
LEON P. HALLER  
JOHN W. PURCELL JR.  
VALERIE A. GUNN  
JILL M. WINEKA  
BRIAN J. TYLER  
NICHOLE M. STALEY

JOSEPH NISSLEY (1810-1882)  
ANTHONY DISANTO  
OF COUNSEL

HERSHEY  
1099 GOVERNOR ROAD  
(717) 533-3836

**August 2, 2002**

TO: CINDY  
CLEARFIELD COUNTY SHERIFF'S

FROM: Barb Villarrial

FAX: 814-765-5915

American Business vs. Dillon

PLEASE STAY THE SHERIFF SALE SCHEDULED 08/02/02  
MORTGAGOR ENTERED INTO A REPAYMENT PLAN WITH MORTGAGE COMPANY  
NO MONIES RECEIVED TO DATE.

Thank you

Barb

(08/02/02)

1234 5678

JOHN W. PURCELL  
VALERIE A. GUNN

**FILED**

APR 01 2003

William A. Shaw  
Prothonotary