

02-473-CD
US BANK NATIONAL ASSOCIATION -vs- PATRICK D. MCQUILLEN et al

US BANK, NATIONAL ASSOCIATION	:	IN THE COURT OF COMMON PLEAS
F/K/A FIRST BANK, NATIONAL	:	CLEARFIELD COUNTY, PENNSYLVANIA
ASSOCIATION TRUSTEE UNDER	:	
AGREEMENT DATED 8/1/99 (EQCC	:	
HOME EQUITY LOAN TRUST DATED	:	
1999-3)	:	NO. 2002-473-CD
Plaintiff	:	
	:	
vs.	:	
	:	
PATRICK S. MCQUILLEN AND SONDR	:	CIVIL ACTION - LAW -
L. SCHMOKE-MCQUILLEN	:	IN MORTGAGE FORECLOSURE
Defendants	:	

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 **RD #1, Box 47, Route 53, Morrisdale, PA 16858** as follows:


Principal	\$46,489.98
Interest	\$ 8,466.75
(at the per diem of	
\$13.25 to 8/1/02)	
Late charges	\$ 1,239.04
(at \$21.21 to 8/02)	
Escrow Deficit	\$ 1,176.00
Corporate Advance	\$ 4,249.49
5% Attorney's Commission	<u>\$ 2,324.50</u>
TOTAL	\$63,945.76**

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

FILED

JUN 04 2002

William A. Shaw
Prothonotary
Dated: June 3, 2002

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

Attached is a description of the real estate.

ALL THAT CERTAIN messuage, piece or parcel of ground situate in the Township of Morris, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at the corner on line of the Public Road leading from Phillipsburg, PA to Kylertown, PA; thence North eighty feet to corner on the right of way of the N.Y.C.R.R.; thence East along said right of way two hundred twenty-five (225) feet to a corner of Lot now or formerly of Ester Davis and William Davis; thence South one hundred thirty (130) feet to a line of said Public Road; thence West along line of said Public Road a distance of two hundred twenty-five (225) feet to the place of BEGINNING.

HAVING THEREON ERECTED A DWELLING KNOWN AS RD #1, Box 47, Route 53, Morrisdale, Pennsylvania

BEING THE SAME PREMISES WHICH Florence A. Preese and Sondra L. Schmoke by Deed dated June 18, 1999 and recorded June 28, 1999 as Clearfield County Instrument Number 199910696, granted and conveyed unto Sondra L. Schmoke-McQuillen and Patrick D. Schmoke.

Assessment # 124-Q10-54

FILED

JUN 04 2002

M 11:54 /a.t.t. Hallen
William A. Shaw
Prothonotary

pd \$20.00

Courts to Sherry

6
1228

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

COPY

US Bank National Association,

Vs.

NO.: 2002-00473-CD

Patrick D. McQuillen ,
Sondra L. Schmoke-McQuillen ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due US BANK NATIONAL ASSOCIATION, , Plaintiff(s) from PATRICK D. MCQUILLEN , SONDRA L. SCHMOKE-MCQUILLEN , , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

(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: \$46,489.98

PAID: \$221.90

INTEREST: \$8,466.75 (at the per diem of
\$13.25 to 8/1/02)

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$1,239.04 - late charges at \$21.21 to
8/02

ATTY'S COMM: \$2,324.50 (5%)

DATE: 06/04/2002

\$4,249.49 - Corporate Advance



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, Esquire
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Sheriff

US BANK NATIONAL ASSOCIATION F/K/A FIRST
BANK NATIONAL ASSOCIATION TRUSTEE
UNDER AGREEMENT DATED 8/1/99 (EQCC HOME
EQUITY LOAN TRUST 1999-3)

Plaintiff

vs.

PATRICK D. MCQUILLEN AND
SONDRA L. SCHMOKE-MCQUILLEN
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2002-473-CD

**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 or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

A V I S O

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

MAR 20 2002
m/12:30/WR
William A. Shaw
Prothonotary

US BANK NATIONAL ASSOCIATION F/K/A
FIRST BANK NATIONAL ASSOCIATION
TRUSTEE UNDER AGREEMENT DATED 8/1/99
(EQCC HOME EQUITY LOAN TRUST 1999-3),
Plaintiff

vs.

PATRICK D. MCQUILLEN AND
SONDRA L. SCHMOKE-MCQUILLEN,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:
:
:

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 with 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
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

US BANK NATIONAL ASSOCIATION F/K/A
FIRST BANK NATIONAL ASSOCIATION
TRUSTEE UNDER AGREEMENT DATED 8/1/99
(EQCC HOME EQUITY LOAN TRUST 1999-3),
Plaintiff

vs.

PATRICK D. MCQUILLEN AND
SONDRA L. SCHMOKE-MCQUILLEN,
Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is US BANK NATIONAL ASSOCIATION F/K/A FIRST BANK NATIONAL ASSOCIATION TRUSTEE UNDER AGREEMENT DATED 8/1/99 (EQCC HOME EQUITY LOAN TRUST 1999-3), a national association acting through its servicing agent EquiCredit Corporation whose address is P.O. BOX 19977, JACKSONVILLE, FLORIDA 32245.
2. Defendant, PATRICK D. MCQUILLEN, is an adult individual whose last known address is RD #1, BOX 47, ROUTE 53, MORRISDALE, PENNSYLVANIA 16858. Defendant, SONDRA L. SCHMOKE-MCQUILLEN, is an adult individual whose last known address is RD #1, BOX 47, ROUTE 53, MORRISDALE, PENNSYLVANIA 16858.
3. On or about, June 18, 1999, the said Defendants executed and delivered a Mortgage Note in the sum of \$46,750.00 payable to EQUICREDIT CORPORATION OF PA, which 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, Defendants 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 Instrument #199910697 conveying to original Mortgagee the subject premises. The Mortgage was further assigned to US BANK NATIONAL ASSOCIATION F/K/A FIRST BANK NATIONAL ASSOCIATION TRUSTEE UNDER AGREEMENT DATED 8/1/99 (EQCC HOME EQUITY LOAN TRUST 1999-3) and was recorded in the aforesaid County in Instrument #200112959. Said Mortgage and Assignment are incorporated herein.

5. The land subject to the Mortgage is: RD #1, BOX 47, ROUTE 53, MORRISDALE, PENNSYLVANIA 16858 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on January 01, 2001 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$46,489.98
Interest at \$13.25 per day From 12/01/2000 To 04/01/2002 (based on contract rate of 10.4000%)	\$6,439.50
Accumulated Late Charges	\$404.20
Late Charges \$50 From 01/01/2001 to 04/01/2002	\$750.00
Escrow Deficit	\$1,176.00
Attorney's Fee at 5% of Principal Balance	\$2,324.50
TOTAL	<hr/> \$57,584.18

**Together with interest at the per diem rate noted above after April 01, 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 is attached hereto as Exhibit "C".
10. Defendants are not members 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. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Pennsylvania Housing Finance Agency not to qualify for assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 10.4000% (\$13.25 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)

Loan Number: 8152009646

NOTE

June 18, 1999

Date

Pittsburgh II

City

Pennsylvania

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 46,750.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is EquiCredit Corporation of Pa. 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 will be called the "Note Holder".

2. INTEREST

I will pay interest at a yearly rate of 10.400 %.

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on June 23, 1999, and continuing until the full amount of principal has been paid.

Subject to applicable law, the Noteholder shall be entitled to interest at the yearly rate on any mortgage arrearage (amount past due) including, without limitation, circumstances in which a petition in bankruptcy, wage-earner, or other insolvency proceeding is filed designating me as debtor.

3. PAYMENTS

Such principal and interest shall be payable in 360 successive monthly installments with the first such installment in the amount of \$ 532.19 due on the 1st day of August, 1999 and 358 subsequent monthly installments of \$ 424.15 shall be due on the 1st day of each succeeding month thereafter. A final payment of \$ 423.89 will be due on July 1, 2029. 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. If, on July 1, 2029, I still owe amounts under this Note, I will pay all those amounts, in full, on that date. Time is of the essence of this Note.

I will make my monthly payments at P.O. Box 44132, Jacksonville, Florida 32231 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Return Check Charge

In the event that a check used to make any payment required by this Note is returned unpaid by the payor bank for insufficient funds or credit, I agree to pay you a \$10.00 fee for your additional costs incurred in processing such check. This charge will be required whether or not the returned check causes my payment to be late.

(B) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 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 5 % of my overdue payment, but not less than U.S. \$ 21.21 and not more than U.S. \$ 21.21. I will pay this late charge only once on any late payment.

(C) Default

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default.

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.

(D) Notice From Note Holder

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 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

(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 for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated June 18, 1999, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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 a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

I may make a full prepayment or partial prepayment at any time; however, the Lender may charge me a prepayment charge equivalent to N/A months interest during the first three years of the loan at the rate set forth above on the amount of the principal balance prepaid. 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 delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorser."

EXHIBIT "A"

12.

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address in the Security Instrument. A notice will be delivered or mailed to me 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 certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us 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. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. LOAN CHARGES

I understand and believe that this lending transaction complies with Pennsylvania usury, lending, general obligation, and real property laws of Pennsylvania, unless preempted by Federal law, however, if any interest or other charges in connection with this lending transaction are ever determined to exceed the maximum amount permitted by law, I understand and agree that: (i) the amount of the interest or other charges payable by me pursuant to this lending transaction shall be reduced to the maximum amount permitted by law; and (ii) any excess amount previously collected from me in connection with this lending transaction which exceeded the maximum amount permitted by law, will be credited against the outstanding principal balance. If the outstanding principal balance has already been repaid, the excess amount paid will be refunded to me. All fees, charges, goods, things in action or any other sums or things of value (collectively, the "Additional Sums") paid or payable by me, whether pursuant to this Note, the Mortgage/Deed of Trust or any other document or instrument in any way pertaining to this lending transaction, or otherwise with respect to this lending transaction, which, under the laws of Pennsylvania, may be deemed to be interest with respect to this lending transaction, shall, for the purpose of any laws of Pennsylvania which may limit the maximum amount of interest to be charged with respect to this lending transaction, be payable by me as, and shall be deemed to be, additional interest, and for such purposes only, the interest rate of this lending transaction (as defined in this Note) shall be deemed to be increased by the Additional Sums.

I acknowledge that the principal includes closing costs listed on the Loan Closing Statement and/or the Itemization of Amount Financed (unless such fees are paid by me in cash or by check at closing) and deem such costs to be reasonable and specifically agree to pay them. I also acknowledge and understand that the loan origination fee, if any, and any other prepaid finance charges are fully earned at the time the loan is made and are not refundable.


11. CONFORMITY WITH LAWS

If any provision of this Note is found to be in violation of any law, rule, or regulation, that provision shall be deemed modified to comply with applicable law.

12. DEFAULT DISCLOSURE

If you do not meet your contract obligations, you may lose your house.


Borrower **PATRICK D. MCQUILLEN**


Borrower **SONDRA L. SCHMOKE-MCQUILLEN**

Borrower

(Sign Original Only)

All that certain parcel of land and improvements thereon situate in Morris Township, Clearfield County, Pennsylvania and designated as Parcel No. 124-Q10-054 and more fully described in a Deed dated 199910696 and intended to be recorded contemporaneously herewith.

CLEARFIELD COUNTY

Inst. # 199910697 - Page 6

RECEIVED TIMEDEC. 17. 11:01AM

PRINT TIMEDEC. 17. 11:07AM

EXHIBIT "B"

A C T 9 1 N O T I C E

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 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.

PATRICK D. MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

SONDRA L. SCHMOKE-
MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

- 1 -

Certified Article Number

7160 3901 9844 6007 1620

SENDERS RECORD

Certified Article Number

7160 3901 9844 6007 1613

SENDERS RECORD

EXHIBIT "C"

Date: December 12, 2001

To: PATRICK D. MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

SONDRA L. SCHMOKE-MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

Re: Loan No. 8152009646
Property: RD #1, BOX 47, ROUTE 53, MORRISDALE, PA
16858

CURRENT LENDER/SERVICER: EQUICREDIT CORPORATION
P.O. BOX 19977
JACKSONVILLE, FLORIDA 32245-9977

HOMEOWNERS 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 RESUMING 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 a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.**

IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY - If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor 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 YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above creditor on your property located at: RD #1, BOX 47, ROUTE 53, MORRISDALE, PA 16858 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments	12 -@ \$424.15	
From 01/01/2001 to 12/01/2001		\$5,089.80
Payments due during cure period		\$424.15
Late Charges		\$424.20
Total amount due		\$5,938.15

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):

NOT APPLICABLE

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to the lender plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

EQUICREDIT CORPORATION
P.O. BOX 19977
JACKSONVILLE, FLORIDA 32245-9977

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

NOT APPLICABLE

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 creditor 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 a lawsuit 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 creditor 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 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 and by performing any other requirements under the mortgage.

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 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. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

EQUICREDIT CORPORATION
P.O. BOX 19977
JACKSONVILLE, FLORIDA 32245-9977
877.406.7979

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.

OTHER RIGHTS THAT YOU HAVE - You have additional rights to help protect your interest in the property:

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

(SEE ATTACHED)

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 East Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

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

CCCS of Northeastern PA
1631 South Atherton Street
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

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for the Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff **US BANK NATIONAL ASSOCIATION F/K/A FIRST BANK NATIONAL ASSOCIATION, TRUSTEE UNDER AGREEMENT DATED 8/1/99 (EQCC HOME EQUITY LOAN TRUST 1999-3)**. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: March 25, 2002



Leon P. Haller, Esquire

In the Court of Common Pleas
Clearfield County Pennsylvania
Civil Action - Law
Mortgage Foreclosure
No.

US Bank National Association
Plaintiff

VS.

Patrick D. McQuillen and
Sondra L. Schmoke-McQuillen
Defendants

Complaint in Mortgage
Foreclosure

LAW OFFICES
Percell, Hays & Hallen
179 N FRONT STREET
HARRISBURG, PA 1702-2392

FILED

MAR 28 2002

William A. Shaw
Prothonotary

LAW OFFICES

Purcell, Krug & Haller

1719 N. FRONT STREET

HARRISBURG, PA. 17102-2392

TELEPHONE (717) 234-4178

FAX (717) 233-1149

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12311

US BANK NATIONAL ASSOCIATION

02-473-CD

VS.

MCQUILLEN, PATRICK D. and SONDR L. SCHMOKE-MCQUILLEN

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 2, 2002 AT 1:28 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SONDR L. SCHMOKE-MCQUILLEN, DEFENDANT AT RESIDENCE, RD#1 BOX 47, RT. 53, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SONDR MCQUILLEN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW APRIL 10, 2002, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PATRICK D. MCQUILLEN, DEFENDANT.

NOW APRIL 19, 2002 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PATRICK D. MCQUILLEN, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND" DEFENDANT IS IN THE CLEARFIELD COUNTY JAIL.

NOW APRIL 25, 2002 AT 8:42 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PATRICK D. MCQUILLEN, DEFENDANT AT CLEARFIELD COUNTY JAIL, 410 21ST ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PATRICK D. MCQUILLEN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS

FILED

012:12
MAY 09 2002

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12311

US BANK NATIONAL ASSOCIATION

02-473-CD

VS.

MCQUILLEN, PATRICK D. and SONDRAL. SCHMOKE-MCQUILLEN

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 6, 2002 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
"NOT SERVED" AS TO TENANT/OCCUPANT OF RESIDENCE AT RD#1 BOX 47, RT. 53
MORRISDALE, PA.

Return Costs

Cost	Description
61.90	SHFF. HAWKINS PAID BY: ATTY.
10.00	SHFF. NAU PAID BY: ATTY.
30.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

9th Day Of May 2002
William A. Shaw

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

CENTRE COUNTY

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

#605

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
1. Plaintiff(s) <u>U.S. Bank National Assoc.</u>		2. Case Number <u>2002-473-CD</u>	
3. Defendant(s) <u>Patrick D. McQuillen</u>		4. Type of Writ or Complaint: <u>Mortgage Foreclosure</u>	
5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Patrick D. McQuillen</u>			
6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>New Life Center, Beaver & S. 2nd Street, Philipsburg, Pa. 16866</u>			
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other			
Now, <u> </u> 20 <u> </u> . I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of <u> </u> County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. <u> </u> Sheriff of Centre County			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE			

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

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

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title			14. Date Filed		15. Expiration/Hearing Date		
TO BE COMPLETED BY SHERIFF									
16. Served and made known to <u> </u> , on the <u> </u> day of <u> </u> , 20 <u> </u> , at <u> </u> o'clock, <u> </u> m., at <u> </u> , County of Centre Commonwealth of Pennsylvania, in the manner described below: : Defendant(s) personally served. : Adult family member with whom said Defendant(s) resides(s). Relationship is <u> </u> : Adult in charge of Defendant's residence. : Manager/Clerk of place of lodging in which Defendant(s) resides(s). : Agent or person in charge of Defendant's office or usual place of business. : <u> </u> and officer of said Defendant company. : Other <u> </u>									
On the <u>19</u> day of <u>April</u> , 20 <u>02</u> , at <u>1300</u> o'clock, <u>P</u> M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input checked="" type="checkbox"/> Other <u> </u>									
Remarks: <u>Defendant is in Clearfield Co. Jail</u>									
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
<u>75.00</u>	<u>9.00</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1.00</u>	<u>10.00</u>	<u>65.00</u>
17. AFFIRMED and subscribed to before me this <u> </u> day of <u> </u> , 20 <u> </u> .				18. Signature of Dep. Sheriff <u> </u>				19. Date <u>4-19-02</u>	
23. <u> </u> Notary Public				21. Signature of Sheriff <u> </u>				22. Date	
My Commission Expires <u> </u>				SHERIFF OF CENTRE COUNTY					
				Amount Pd. <u> </u> Page <u> </u>					
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.								25. Date Received	



Sheriff's Office Clearfield County

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-5915

CHESTER A. HAWKINS
SHERIFF

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

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOC.

TERM & NO. 2002-473-CD

VS

SERVE BY: 4/27/02

PATRICK D. McQUILLEN

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

MAKE REFUND PAYABLE TO: PURCELL, KRUG & HALLER, Attys.

SERVE: PATRICK D. McQUILLEN

ADDRESS: New Life Center, Beaver & S. 2nd St., Philipsburg, Pa.

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 10th Day of APRIL 2002.

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

pg. 1993-AA
pd. 750

LAW OFFICES

Panell, Young & Walker

1719 N. FRONT STREET

HARRISBURG, PA. 17102-2892

TELEPHONE (717) 334-4178

FAX (717) 233-1149

US BANK NATIONAL ASSOCIATION F/K/A FIRST
BANK NATIONAL ASSOCIATION TRUSTEE
UNDER AGREEMENT DATED 8/1/99 (EQCC HOME
EQUITY LOAN TRUST 1999-3)

Plaintiff

vs.

PATRICK D. MCQUILLEN AND
SONDRA L. SCHMOKE-MCQUILLEN

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2002-473-CP

**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 or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

CLEARFIELD COUNTY 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 PERSENTADAS, 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.

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

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

Attest.

Lucy A. H.
Prothonotary/
Clerk of Courts

US BANK NATIONAL ASSOCIATION F/K/A
FIRST BANK NATIONAL ASSOCIATION
TRUSTEE UNDER AGREEMENT DATED 8/1/99
(EQCC HOME EQUITY LOAN TRUST 1999-3),

Plaintiff

vs.

PATRICK D. MCQUILLEN AND
SONDRA L. SCHMOKE-MCQUILLEN,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:
:
:

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 with 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
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

US BANK NATIONAL ASSOCIATION F/K/A
FIRST BANK NATIONAL ASSOCIATION
TRUSTEE UNDER AGREEMENT DATED 8/1/99
(EQCC HOME EQUITY LOAN TRUST 1999-3),
Plaintiff

vs.

PATRICK D. MCQUILLEN AND
SONDRA L. SCHMOKE-MCQUILLEN,
Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is US BANK NATIONAL ASSOCIATION F/K/A FIRST BANK NATIONAL ASSOCIATION TRUSTEE UNDER AGREEMENT DATED 8/1/99 (EQCC HOME EQUITY LOAN TRUST 1999-3), a national association acting through its servicing agent EquiCredit Corporation whose address is P.O. BOX 19977, JACKSONVILLE, FLORIDA 32245.
2. Defendant, PATRICK D. MCQUILLEN, is an adult individual whose last known address is RD #1, BOX 47, ROUTE 53, MORRISDALE, PENNSYLVANIA 16858. Defendant, SONDRA L. SCHMOKE-MCQUILLEN, is an adult individual whose last known address is RD #1, BOX 47, ROUTE 53, MORRISDALE, PENNSYLVANIA 16858.
3. On or about, June 18, 1999, the said Defendants executed and delivered a Mortgage Note in the sum of \$46,750.00 payable to EQUICREDIT CORPORATION OF PA, which 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, Defendants 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 Instrument #199910697 conveying to original Mortgagee the subject premises. The Mortgage was further assigned to US BANK NATIONAL ASSOCIATION F/K/A FIRST BANK NATIONAL ASSOCIATION TRUSTEE UNDER AGREEMENT DATED 8/1/99 (EQCC HOME EQUITY LOAN TRUST 1999-3) and was recorded in the aforesaid County in Instrument #200112959. Said Mortgage and Assignment are incorporated herein.

5. The land subject to the Mortgage is: RD #1, BOX 47, ROUTE 53, MORRISDALE, PENNSYLVANIA 16858 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on January 01, 2001 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$46,489.98
Interest at \$13.25 per day From 12/01/2000 To 04/01/2002 (based on contract rate of 10.4000%)	\$6,439.50
Accumulated Late Charges	\$404.20
Late Charges \$50 From 01/01/2001 to 04/01/2002	\$750.00
Escrow Deficit	\$1,176.00
Attorney's Fee at 5% of Principal Balance	\$2,324.50
TOTAL	<hr/> \$57,584.18

**Together with interest at the per diem rate noted above after April 01, 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 is attached hereto as Exhibit "C".
10. Defendants are not members 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. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Pennsylvania Housing Finance Agency not to qualify for assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 10.4000% (\$13.25 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)

Loan Number: 8152009646

NOTE

June 18, 1999

Date

Pittsburgh II

City

Pennsylvania

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 46,750.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is EquiCredit Corporation of Pa. 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 will be called the "Note Holder".

2. INTEREST

I will pay interest at a yearly rate of 10.400 %.

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on June 23, 1999 and continuing until the full amount of principal has been paid.

Subject to applicable law, the Noteholder shall be entitled to interest at the yearly rate on any mortgage arrearage (amount past due) including, without limitation, circumstances in which a petition in bankruptcy, wage-earner, or other insolvency proceeding is filed designating me as debtor.

3. PAYMENTS

Such principal and interest shall be payable in 360 successive monthly installments with the first such installment in the amount of \$ 532.19 due on the 1st day of August, 1999 and 358 subsequent monthly installments of \$ 424.15 shall be due on the 1st day of each succeeding month thereafter. A final payment of \$ 423.80 will be due on July 1, 2029. 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. If, on July 1, 2029, I still owe amounts under this Note, I will pay all those amounts, in full, on that date. Time is of the essence of this Note.

I will make my monthly payments at P.O. Box 44132, Jacksonville, Florida 32231 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Return Check Charge

In the event that a check used to make any payment required by this Note is returned unpaid by the payor bank for insufficient funds or credit, I agree to pay you a \$10.00 fee for your additional costs incurred in processing such check. This charge will be required whether or not the returned check causes my payment to be late.

(B) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 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 5 % of my overdue payment, but not less than U.S. \$ 21.21 and not more than U.S. \$ 21.21. I will pay this late charge only once on any late payment.

(C) Default

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default.

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.

(D) Notice From Note Holder

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 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

(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 for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated June 18, 1999, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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 a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

I may make a full prepayment or partial prepayment at any time; however, the Lender may charge me a prepayment charge equivalent to N/A months interest during the first three years of the loan at the rate set forth above on the amount of the principal balance prepaid. 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 delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

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8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address in the Security Instrument. A notice will be delivered or mailed to me 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 certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us 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. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. LOAN CHARGES

I understand and believe that this lending transaction complies with Pennsylvania usury, lending, general obligation, and real property laws of Pennsylvania, unless preempted by Federal law, however, if any interest or other charges in connection with this lending transaction are ever determined to exceed the maximum amount permitted by law, I understand and agree that: (i) the amount of the interest or other charges payable by me pursuant to this lending transaction shall be reduced to the maximum amount permitted by law; and (ii) any excess amount previously collected from me in connection with this lending transaction which exceeded the maximum amount permitted by law, will be credited against the outstanding principal balance. If the outstanding principal balance has already been repaid, the excess amount paid will be refunded to me. All fees, charges, goods, things in action or any other sums or things of value (collectively, the "Additional Sums") paid or payable by me, whether pursuant to this Note, the Mortgage/Deed of Trust or any other document or instrument in any way pertaining to this lending transaction, or otherwise with respect to this lending transaction, which, under the laws of Pennsylvania, may be deemed to be interest with respect to this lending transaction, shall, for the purpose of any laws of Pennsylvania which may limit the maximum amount of interest to be charged with respect to this lending transaction, be payable by me as, and shall be deemed to be, additional interest, and for such purposes only, the interest rate of this lending transaction (as defined in this Note) shall be deemed to be increased by the Additional Sums.

I acknowledge that the principal includes closing costs listed on the Loan Closing Statement and/or the Itemization of Amount Financed (unless such fees are paid by me in cash or by check at closing) and deem such costs to be reasonable and specifically agree to pay them. I also acknowledge and understand that the loan origination fee, if any, and any other prepaid finance charges are fully earned at the time the loan is made and are not refundable.


11. CONFORMITY WITH LAWS

If any provision of this Note is found to be in violation of any law, rule, or regulation, that provision shall be deemed modified to comply with applicable law.

12. DEFAULT DISCLOSURE

If you do not meet your contract obligations, you may lose your house.


Borrower **PATRICK D. MCQUILLEN**


Borrower **SONDRA L. SCHMOKE-MCQUILLEN**

Borrower

(Sign Original Only)

All that certain parcel of land and improvements thereon situate in Morris Township, Clearfield County, Pennsylvania and designated as Parcel No. 124-Q10-084 and more fully described in a Deed dated 199910696 and intended to be recorded contemporaneously herewith.

CLEARFIELD COUNTY

Inst. 199910697 - Page

RECEIVED TIMEDEC. 17. 11:01AM

PRINT TIMEDEC. 17. 11:07AM

EXHIBIT "R"

A C T 9 1 N O T I C E

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 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.

PATRICK D. MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

SONDRA L. SCHMOKE-
MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

- 1 -

Certified Article Number

7160 3901 9844 6007 1620

SENDERS RECORD

Certified Article Number

7160 3901 9844 6007 1613

SENDERS RECORD

Date: December 12, 2001

To: PATRICK D. MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

SONDRA L. SCHMOKE-MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

Re: Loan No. 8152009646
Property: RD #1, BOX 47, ROUTE 53, MORRISDALE, PA
16858

CURRENT LENDER/SERVICER: EQUICREDIT CORPORATION
P.O. BOX 19977
JACKSONVILLE, FLORIDA 32245-9977

HOMEOWNERS 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 RESUMING 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 a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.

IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY - If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor 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 YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above creditor on your property located at: RD #1, BOX 47, ROUTE 53, MORRISDALE, PA 16858 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments	12 -@ \$424.15	
From 01/01/2001 to 12/01/2001		\$5,089.80
Payments due during cure period		\$424.15
Late Charges		\$424.20
Total amount due		\$5,938.15

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):

NOT APPLICABLE

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to the lender plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

EQUICREDIT CORPORATION
P.O. BOX 19977
JACKSONVILLE, FLORIDA 32245-9977

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

NOT APPLICABLE

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 creditor 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 a lawsuit 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 creditor 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 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 and by performing any other requirements under the mortgage.

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 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. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

EQUICREDIT CORPORATION
P.O. BOX 19977
JACKSONVILLE, FLORIDA 32245-9977
877.406.7979

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.

OTHER RIGHTS THAT YOU HAVE - You have additional rights to help protect your interest in the property:

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 East Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

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


CCCS of Northeastern PA
1631 South Atherton Street
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

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for the Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff **US BANK NATIONAL ASSOCIATION F/K/A FIRST BANK NATIONAL ASSOCIATION, TRUSTEE UNDER AGREEMENT DATED 8/1/99 (EQCC HOME EQUITY LOAN TRUST 1999-3)**. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: March 25, 2002



Leon P. Haller, Esquire

US BANK NATIONAL ASSOCIATION F/K/A FIRST
BANK NATIONAL ASSOCIATION TRUSTEE
UNDER AGREEMENT DATED 8/1/99 (EQCC HOME
EQUITY LOAN TRUST 1999-3)

Plaintiff

vs.

PATRICK D. MCQUILLEN AND
SONDRA L. SCHMOKE-MCQUILLEN

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2002-473-CO

**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 or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

A V I S O

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

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

MAR 28 2002

Attest,

William D. Shaw
Prothonotary/
Clerk of Courts

US BANK NATIONAL ASSOCIATION F/K/A
FIRST BANK NATIONAL ASSOCIATION
TRUSTEE UNDER AGREEMENT DATED 8/1/99
(EQCC HOME EQUITY LOAN TRUST 1999-3),

Plaintiff

vs.

PATRICK D. MCQUILLEN AND
SONDRA L. SCHMOKE-MCQUILLEN,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE
:
:
:

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 with 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
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

US BANK NATIONAL ASSOCIATION F/K/A
FIRST BANK NATIONAL ASSOCIATION
TRUSTEE UNDER AGREEMENT DATED 8/1/99
(EQCC HOME EQUITY LOAN TRUST 1999-3),
Plaintiff

vs.

PATRICK D. MCQUILLEN AND
SONDRA L. SCHMOKE-MCQUILLEN,
Defendants

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is US BANK NATIONAL ASSOCIATION F/K/A FIRST BANK NATIONAL ASSOCIATION TRUSTEE UNDER AGREEMENT DATED 8/1/99 (EQCC HOME EQUITY LOAN TRUST 1999-3), a national association acting through its servicing agent EquiCredit Corporation whose address is P.O. BOX 19977, JACKSONVILLE, FLORIDA 32245.
2. Defendant, PATRICK D. MCQUILLEN, is an adult individual whose last known address is RD #1, BOX 47, ROUTE 53, MORRISDALE, PENNSYLVANIA 16858. Defendant, SONDRA L. SCHMOKE-MCQUILLEN, is an adult individual whose last known address is RD #1, BOX 47, ROUTE 53, MORRISDALE, PENNSYLVANIA 16858.
3. On or about, June 18, 1999, the said Defendants executed and delivered a Mortgage Note in the sum of \$46,750.00 payable to EQUICREDIT CORPORATION OF PA, which 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, Defendants 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 Instrument #199910697 conveying to original Mortgagee the subject premises. The Mortgage was further assigned to US BANK NATIONAL ASSOCIATION F/K/A FIRST BANK NATIONAL ASSOCIATION TRUSTEE UNDER AGREEMENT DATED 8/1/99 (EQCC HOME EQUITY LOAN TRUST 1999-3) and was recorded in the aforesaid County in Instrument #200112959. Said Mortgage and Assignment are incorporated herein.

5. The land subject to the Mortgage is: RD #1, BOX 47, ROUTE 53, MORRISDALE, PENNSYLVANIA 16858 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on January 01, 2001 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$46,489.98
Interest at \$13.25 per day From 12/01/2000 To 04/01/2002 (based on contract rate of 10.4000%)	\$6,439.50
Accumulated Late Charges	\$404.20
Late Charges \$50 From 01/01/2001 to 04/01/2002	\$750.00
Escrow Deficit	\$1,176.00
Attorney's Fee at 5% of Principal Balance	\$2,324.50
TOTAL	<hr/> \$57,584.18

**Together with interest at the per diem rate noted above after April 01, 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 is attached hereto as Exhibit "C".
10. Defendants are not members 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. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Pennsylvania Housing Finance Agency not to qualify for assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 10.4000% (\$13.25 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)

Loan Number: 8152009646

NOTE

June 18, 1999

Date

Pittsburgh II

City

Pennsylvania

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 46,750.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is EquiCredit Corporation of Pa. 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 will be called the "Note Holder".

2. INTEREST

I will pay interest at a yearly rate of 10.400 %.

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on June 23, 1999 and continuing until the full amount of principal has been paid.

Subject to applicable law, the Noteholder shall be entitled to interest at the yearly rate on any mortgage arrearage (amount past due) including, without limitation, circumstances in which a petition in bankruptcy, wage-earner, or other insolvency proceeding is filed designating me as debtor.

3. PAYMENTS

Such principal and interest shall be payable in 360 successive monthly installments with the first such installment in the amount of \$ 532.19 due on the 1st day of August, 1999 and 358 subsequent monthly installments of \$ 424.15 shall be due on the 1st day of each succeeding month thereafter. A final payment of \$ 423.89 will be due on July 1, 2029. 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. If, on July 1, 2029 I still owe amounts under this Note, I will pay all those amounts, in full, on that date. Time is of the essence of this Note.

I will make my monthly payments at P.O. Box 44132, Jacksonville, Florida 32231 or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Return Check Charge

In the event that a check used to make any payment required by this Note is returned unpaid by the payor bank for insufficient funds or credit, I agree to pay you a \$10.00 fee for your additional costs incurred in processing such check. This charge will be required whether or not the returned check caused my payment to be late.

(B) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 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 5 % of my overdue payment, but not less than U.S. \$ 21.21 and not more than U.S. \$ 21.21. I will pay this late charge only once on any late payment.

(C) Default

If I do not pay the full amount of each monthly payment by the date stated in Section 3 above, I will be in default.

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.

(D) Notice From Note Holder

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 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

(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 for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated June 18, 1999, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

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 a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment". A prepayment of only part of the unpaid principal is known as a "partial prepayment".

I may make a full prepayment or partial prepayment at any time; however, the Lender may charge me a prepayment charge equivalent to N/A months interest during the first three years of the loan at the rate set forth above on the amount of the principal balance prepaid. 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 delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

SSM
FDM

12

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address in the Security Instrument. A notice will be delivered or mailed to me 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 certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us 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. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. LOAN CHARGES

I understand and believe that this lending transaction complies with Pennsylvania usury, lending, general obligation, and real property laws of Pennsylvania, unless preempted by Federal law, however, if any interest or other charges in connection with this lending transaction are ever determined to exceed the maximum amount permitted by law, I understand and agree that: (i) the amount of the interest or other charges payable by me pursuant to this lending transaction shall be reduced to the maximum amount permitted by law; and (ii) any excess amount previously collected from me in connection with this lending transaction which exceeded the maximum amount permitted by law, will be credited against the outstanding principal balance. If the outstanding principal balance has already been repaid, the excess amount paid will be refunded to me. All fees, charges, goods, things in action or any other sums or things of value (collectively, the "Additional Sums") paid or payable by me, whether pursuant to this Note, the Mortgage/Deed of Trust or any other document or instrument in any way pertaining to this lending transaction, or otherwise with respect to this lending transaction, which, under the laws of Pennsylvania, may be deemed to be interest with respect to this lending transaction, shall, for the purpose of any laws of Pennsylvania which may limit the maximum amount of interest to be charged with respect to this lending transaction, be payable by me as, and shall be deemed to be, additional interest, and for such purposes only, the interest rate of this lending transaction (as defined in this Note) shall be deemed to be increased by the Additional Sums.

I acknowledge that the principal includes closing costs listed on the Loan Closing Statement and/or the Itemization of Amount Financed (unless such fees are paid by me in cash or by check at closing) and deem such costs to be reasonable and specifically agree to pay them. I also acknowledge and understand that the loan origination fee, if any, and any other prepaid finance charges are fully earned at the time the loan is made and are not refundable.


11. CONFORMITY WITH LAWS

If any provision of this Note is found to be in violation of any law, rule, or regulation, that provision shall be deemed modified to comply with applicable law.

12. DEFAULT DISCLOSURE

If you do not meet your contract obligations, you may lose your house.


Borrower **PATRICK D. MCQUILLEN**


Borrower **SONDRA L. SCHMOKE-MCQUILLEN**

Borrower

(Sign Original Only)

All that certain parcel of land and improvements thereon situate in Morris Township, Clearfield County, Pennsylvania and designated as Parcel No. 124-Q10-054 and more fully described in a Deed dated *199910696 and intended to be recorded contemporaneously herewith.

CLEARFIELD COUNTY

Inst. # 199910697 - Page

RECEIVED TIMEDEC. 17. 11:01AM

PRINT TIMEDEC. 17. 11:07AM

A C T 9 1 N O T I C E

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 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.

PATRICK D. MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

SONDRA L. SCHMOKE-
MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

- 1 -

Certified Article Number

7160 3901 9844 6007 1620

SENDER'S RECORD

Certified Article Number

7160 3901 9844 6007 1613

SENDER'S RECORD

Date: December 12, 2001

To: PATRICK D. MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

SONDRA L. SCHMOKE-MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

Re: Loan No. 8152009646
Property: RD #1, BOX 47, ROUTE 53, MORRISDALE, PA
16858

CURRENT LENDER/SERVICER: EQUICREDIT CORPORATION
P.O. BOX 19977
JACKSONVILLE, FLORIDA 32245-9977

HOMEOWNERS 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 RESUMING 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 a representative of the creditor or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.**

IF YOU DO NOT APPLY FOR EMERGENCY 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 AGENCY - If you meet with your creditor or with a consumer credit counseling agency identified in this notice, the creditor 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 YOUR MORTGAGE IS IN DEFAULT

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above creditor on your property located at: RD #1, BOX 47, ROUTE 53, MORRISDALE, PA 16858 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY MORTGAGE PAYMENTS. The following amounts are now past due:

Delinquent payments	12 -@ \$424.15	
From 01/01/2001 to 12/01/2001		\$5,089.80
Payments due during cure period		\$424.15
Late Charges		\$424.20
Total amount due		\$5,938.15

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):

NOT APPLICABLE

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE** to the lender plus any additional monthly payments and late charges which may fall due after the date of this notice and the date you make your payment. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

EQUICREDIT CORPORATION
P.O. BOX 19977
JACKSONVILLE, FLORIDA 32245-9977

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

NOT APPLICABLE

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 creditor 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 a lawsuit 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 creditor 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 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 and by performing any other requirements under the mortgage.

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 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. If money is due, such payment must be in cash, cashier's check, certified check or money order, made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER

EQUICREDIT CORPORATION
P.O. BOX 19977
JACKSONVILLE, FLORIDA 32245-9977
877.406.7979

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.

OTHER RIGHTS THAT YOU HAVE - You have additional rights to help protect your interest in the property:

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

(SEE ATTACHED)

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 East Plank Road
Altoona, PA 16602
(814) 944-8100
FAX# (814) 944-5747

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


CCCS of Northeastern PA
1631 South Atherton Street
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

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for the Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff **US BANK NATIONAL ASSOCIATION F/K/A FIRST BANK NATIONAL ASSOCIATION, TRUSTEE UNDER AGREEMENT DATED 8/1/99 (EQCC HOME EQUITY LOAN TRUST 1999-3)**. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: March 25, 2002



Leon P. Haller, Esquire

US BANK, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS
F/K/A FIRST BANK, NATIONAL : CLEARFIELD COUNTY, PENNSYLVANIA
ASSOCIATION TRUSTEE UNDER :
AGREEMENT DATED 8/1/99 (EQCC :
HOME EQUITY LOAN TRUST DATED :
1999-3) : NO. 2002-473-CD
Plaintiff :
vs. :
PATRICK S. MCQUILLEN AND SONDR : CIVIL ACTION - LAW -
L. SCHMOKE-MCQUILLEN : IN MORTGAGE FORECLOSURE
Defendants

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 Patrick D. McQuillen and Sondra L. Schmoke McQuillen 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	\$46,489.98
Interest	\$ 6,439.50
(Per diem of \$13.25	
from 12/1/00 to 4/1/02)	
Accumulated late charges and	
Late charges	\$ 1,154.20
(\$50.00 per month to 4/02)	
Escrow Deficit	\$ 1,176.00
5% Attorney's Commission	<u>\$ 2,324.50</u>
TOTAL	\$57,584.18**

** Together with additional interest at the per diem rate indicated above from April 1, 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

JUN 04 2002

William A. Shaw
Prothonotary

FILED

JUN 04 2002

m17:44 atty Hallen pd \$20.00
William A. Shaw
Prothonotary

Not. to Dy.

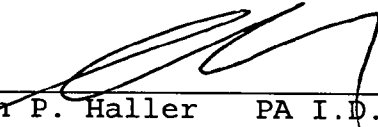
Statement to atty.

US BANK, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS
F/K/A FIRST BANK, NATIONAL : CLEARFIELD COUNTY, PENNSYLVANIA
ASSOCIATION TRUSTEE UNDER :
AGREEMENT DATED 8/1/99 (EQCC :
HOME EQUITY LOAN TRUST DATED :
1999-3) : NO. 2002-473-CD
Plaintiff :
vs. :
PATRICK S. MCQUILLEN AND SONDR : CIVIL ACTION - LAW -
L. SCHMOKE-MCQUILLEN : IN MORTGAGE FORECLOSURE
Defendants

CERTIFICATE OF SERVICE

I hereby certify that on May 16, 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: June 3, 2002

US BANK NATIONAL ASSOCIATION
F/K/A FIRST BANK NATIONAL
ASSOCIATION TRUSTEE UNDER
AGREEMENT DATED 8/1/99 (EQCC
HOME EQUITY LOAN TRUST 1999-3),
Plaintiff

VS.

PATRICK D. MCQUILLEN SONDRA L.
SCHMOKE-MCQUILLEN
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
:
: NO. 2002-473-CD
:
:
: CIVIL ACTION LAW
: IN MORTGAGE FORECLOSURE
:
:

DATE OF THIS NOTICE: May 16, 2002

TO:

PATRICK D. MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858

PATRICK D. MCQUILLEN
CLEARFIELD COUNTY PRISON
410 TWENTY-FIRST STREET
CLEARFIELD, PA 16830

SONDRA L. SCHMOKE-MCQUILLEN
RD #1, BOX 47, ROUTE 53
MORRISDALE, PA 16858


**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:

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET,
CLEARFIELD, PA 16830

PURCELL, KRUG & HALLER

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

COPY

US BANK, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS
F/K/A FIRST BANK, NATIONAL : CLEARFIELD COUNTY, PENNSYLVANIA
ASSOCIATION TRUSTEE UNDER :
AGREEMENT DATED 8/1/99 (EQCC :
HOME EQUITY LOAN TRUST DATED :
1999-3) : NO. 2002-473-CD
Plaintiff :
vs. :
PATRICK S. MCQUILLEN AND SONDR : CIVIL ACTION - LAW -
L. SCHMOKE-MCQUILLEN : IN MORTGAGE FORECLOSURE
Defendants

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on June 4, 2002 the following judgment has been entered against you in the above-captioned matter:

\$57,584.18 and for the sale and foreclosure of your property located at: RD #1, Box 47, Route 53, Morrisdale, PA 16858

Dated: June 4, 2002

Willi L. Shan
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:

Patrick D. McQuillen
RD #1, Box 47, Route 53
Morrisdale, PA 16858

Patrick D. McQuillen
Clearfield County Prison
410 Twenty-first Street
Clearfield, PA 16830

Sondra L. Schmoke-McQuillen
RD #1, Box 47, Route 53
Morrisdale, PA 16858

US BANK, NATIONAL ASSOCIATION	:	IN THE COURT OF COMMON PLEAS
F/K/A FIRST BANK, NATIONAL	:	CLEARFIELD COUNTY, PENNSYLVANIA
ASSOCIATION TRUSTEE UNDER	:	
AGREEMENT DATED 8/1/99 (EQCC	:	
HOME EQUITY LOAN TRUST DATED	:	
1999-3)	:	NO. 2002-473-CD
Plaintiff	:	
vs.	:	
PATRICK S. MCQUILLEN AND SONDR	:	CIVIL ACTION - LAW -
L. SCHMOKE-MCQUILLEN	:	IN MORTGAGE FORECLOSURE
Defendants	:	

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 Patrick D. McQuillen and Sondra L. Schmoke McQuillen 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	\$46,489.98
Interest	\$ 6,439.50
(Per diem of \$13.25	
from 12/1/00 to 4/1/02)	
Accumulated late charges and	
Late charges	\$ 1,154.20
(\$50.00 per month to 4/02)	
Escrow Deficit	\$ 1,176.00
5% Attorney's Commission	<u>\$ 2,324.50</u>
TOTAL	\$57,584.18**

** Together with additional interest at the per diem rate indicated above from April 1, 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

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

COPY

US Bank National Association
Plaintiff(s)

No.: 2002-00473-CD

Real Debt: \$57,584.18

Atty's Comm:

Vs.

Costs: \$

Int. From:

Patrick D. McQuillen
Sondra L. Schmoke-McQuillen
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 4, 2002

Expires: June 4, 2007

Certified from the record this 4th of June, 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

US BANK, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS
F/K/A FIRST BANK, NATIONAL : CLEARFIELD COUNTY, PENNSYLVANIA
ASSOCIATION TRUSTEE UNDER :
AGREEMENT DATED 8/1/99 (EQCC :
HOME EQUITY LOAN TRUST DATED :
1999-3) : NO. 2002-473-CD
Plaintiff :
vs. :
PATRICK S. MCQUILLEN AND SONDR : CIVIL ACTION - LAW -
L. SCHMOKE-MCQUILLEN : IN MORTGAGE FORECLOSURE
Defendants

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 7-18-02, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

Patrick D. McQuillen
RD #1, Box 47, Route 53
Morrisdale, PA 16858

Patrick D. McQuillen
Clearfield County Prison
410 Twenty-first Street
Clearfield, PA 16830

Sondra L. Schmoke-McQuillen
RD #1, Box 47, Route 53
Morrisdale, PA 16858

Pauline Kelce
RD #1, Box 574
Phillipsburg, PA 16866

Household Financial Consumer Discount Company
2700 Sanders Road
Prospect Heights, IL 60070


Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Co. of PA
1995 South Atherton Street
State College, PA 16801

FILED

SEP 05 2002

0/1/18/1000
William A. Shaw
Prothonotary

DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

By 
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

LAW OFFICES
PURCELL, KRUG AND HALLER

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FORECLOSURE DEPT. FAX (717) 234-1206

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
BRIAN J. TYLER
JILL M. WINEKA

JOSEPH NISSLEY (1910-1982)
ANTHONY DiSANTO
OF COUNSEL

HERSHEY
1099 GOVERNOR ROAD

(717) 533-3836

NOTICE TO:

Patrick D. McQuillen
RD #1, Box 47, Route 53
Morrisdale, PA 16858

Patrick D. McQuillen
Clearfield County Prison
410 Twenty-first Street
Clearfield, PA 16830

Sondra L. Schmoke-McQuillen
RD #1, Box 47, Route 53
Morrisdale, PA 16858

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RD #1, Box 574
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Household Financial Consumer Discount Company
2700 Sanders Road
Prospect Heights, IL 60070

Beneficial Consumer Discount Company
d/b/a Beneficial Mortgage Co. of PA
1995 South Atherton Street
State College, PA 16801

DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

US BANK, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS
F/K/A FIRST BANK, NATIONAL : CLEARFIELD COUNTY, PENNSYLVANIA
ASSOCIATION TRUSTEE UNDER :
AGREEMENT DATED 8/1/99 (EQCC :
HOME EQUITY LOAN TRUST DATED :
1999-3)' : NO. 2002-473-CD
Plaintiff :
vs. :
PATRICK S. MCQUILLEN AND SONDR : CIVIL ACTION - LAW -
L. SCHMOKE-MCQUILLEN : IN MORTGAGE FORECLOSURE
Defendants

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: SEPTEMBER 06, 2002

TIME: 10:00 O'clock A.M.

LOCATION: Clearfield County Courthouse
1 North Second Street, Suite 116
Clearfield, PA 16830

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.
(SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

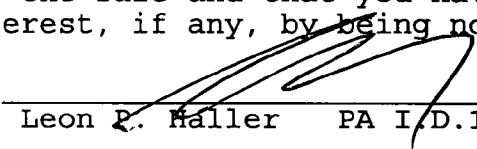
RD #1, BOX 47
ROUTE 53
MORRISDALE
CLEARFIELD COUNTY
PENNSYLVANIA

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 2002-473-CD

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By:


Leon P. Haller PA I.D.15700

Attorney for Plaintiff

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNERS of this property is:

PATRICK S. MCQUILLEN AND SONDRAL. SCHMOKE-MCQUILLEN

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT.

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, YOU MUST ACT PROMPTLY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830

(814) 765-2641 (Ext. 5982)

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

ALL THAT CERTAIN messuage, piece or parcel of ground situate in the Township of Morris, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at the corner on line of the Public Road leading from Phillipsburg, PA to Kylertown, PA; thence North eighty feet to corner on the right of way of the N.Y.C.R.R.; thence East along said right of way two hundred twenty-five (225) feet to a corner of Lot now or formerly of Ester Davis and William Davis; thence South one hundred thirty (130) feet to a line of said Public Road; thence West along line of said Public Road a distance of two hundred twenty-five (225) feet to the place of BEGINNING.

HAVING THEREON ERECTED A DWELLING KNOWN AS RD #1, Box 47, Route 53, Morrisdale, Pennsylvania

BEING THE SAME PREMISES WHICH Florence A. Preese and Sondra L. Schmoke by Deed dated June 18, 1999 and recorded June 28, 1999 as Clearfield County Instrument Number 199910696, granted and conveyed unto Sondra L. Schmoke-McQuillen and Patrick D. Schmoke.

Assessment # 124-Q10-54

Fairbanks v. McQuillen
Clearfield County sale

9/4/02

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
Patrick D. McQuillen
RD #1, Box 47, Route 53
Morrisdale, PA 16858

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
Patrick D. McQuillen
Clearfield County Prison
410 Twenty-first Street
Clearfield, PA 16830

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
Sondra L. Schmoke-McQuillen
RD #1, Box 47, Route 53
Morrisdale, PA 16858

Postmark:



Fairbanks v. Mcquillen
Clearfield County sale _____

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Pauline Kelce

RD #1, Box 574

Phillipsburg, PA 16866

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Household Financial Consumer Discount Company

2700 Sanders Road

Prospect Heights, IL 60070

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

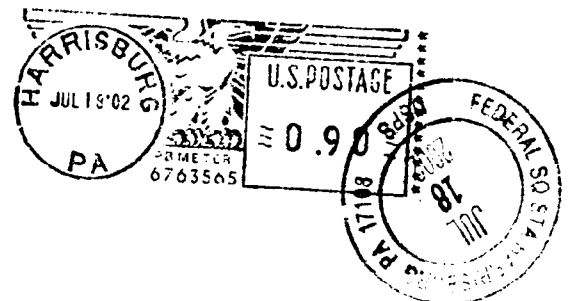
Beneficial Consumer Discount Company

d/b/a Beneficial Mortgage Co. of PA

1995 South Atherton Street

State College, PA 16801

Postmark:



Fairbanks v. McQuillen
Clearfield County sale _____

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

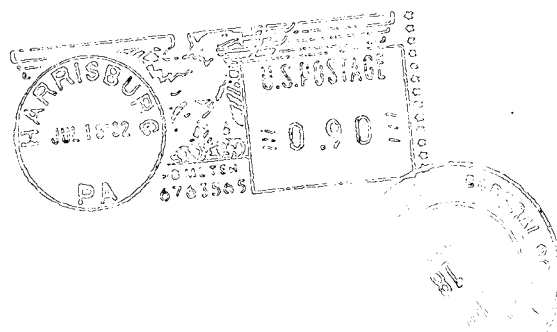
Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
DOMESTIC RELATIONS OFFICE
230 East Market Street
Clearfield, PA 16830

Postmark:



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12744

US BANK NATIONAL ASSOCIATION

2002-00473-CD

VS.

MCQUILLEN, PATRICK D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JULY 12, 2002 @ 1:30 P.M. O'CLOCK A LEVY WAS TAKEN AT THE
PROPERTY OF THE DEEDENDANTS. PROPERTY WAS ALSO POSTED THE SAME DATE.

A SALE DATE WAS SET FOR SEPTEMBER 6, 2002.

FILED
BY 0/2:33/84
DLC 05 2002
NO CC

NOW, JULY 12, 2002 @ 2:10 P.M. O'CLOCK SERVED PATRICK D. MCQUILLEN AT
THE CLEARFIELD COUNTY JAIL, 410 21ST STREET, CLEARFIELD COUNTY,
CLEARFIELD, PENNSYLVANIA HIS PLACE OF INCARCERATION BY HANDING TO
PATRICK D. MCQUILLEN A TRUE AND ATTESTED ORIGINAL OF WRIT OF EXECUTION
NOTICE OF SALE, AND COPY OF LEVY AND MAKING KNOWN TO HIM THE CONTENTS
THEREOF.

William A. Shaw
Prothonotary

NOW, JULY 30, 2002 @ 5:54 P.M. O'CLOCK SERVED SONDARA L. MCQUILLEN,
DEFENDANT AT R. D. #1, BOX 47, ROUTE 53, MORRISDALE, PA 16858, HER
PLACE OF RESIDENCE BY HANDING TO SONDRA L. MCQUILLEN A TRUE AND
ATTESTED ORIGINAL OF THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY
OF THE LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, SEPTEMBER 6, 2002 RECEIVED FAX FROM ATTORNEY FOR THE PLAINTIFF
TO CONTINUE THE SALE TO OCTOBER 4, 2002.

NOW, OCTOBER 4, 2002 PROPERTY OF THE DEFENDANTS WAS SOLD TO THE
PLAINTIFF FOR \$1.00 + COSTS.

NOW, OCTOBER 15, 2002 BILLED ATTORNEY FOR COSTS DUE.

NOW, OCTOBER 30, 2002 RECEIVED CHECK FROM ATTORNEY FOR COSTS.

NOW, DECEMBER 3, 2002 PAID COSTS FROM ADVANCE AND ATTORNEY CHECK.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12744

US BANK NATIONAL ASSOCIATION

2002-00473-CD

VS.

MCQUILLEN, PATRICK D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, DECEMBER 5, 2002 RETURN THE WRIT AS SALE BEING HELD ON THE
PROPERTY OF THE THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE
PLAINTIFF FOR \$1.00 + COSTS.

NOW, DECEMBER 5, 2002 DEED WAS FILED.

SHERIFF HAWKINS \$251.69

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

7th Day Of December 2002

William L. Hannon

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

So Answers,

Chester A. Hawkins
By Cynthia Butler Aughenbaugh

Chester A. Hawkins
Sheriff

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

US Bank National Association,

Vs.

NO.: 2002-00473-CD

Patrick D. McQuillen ,
Sondra L. Schmoke-McQuillen ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due US BANK NATIONAL ASSOCIATION, , Plaintiff(s) from PATRICK D. MCQUILLEN , SONDRA L. SCHMOKE-MCQUILLEN , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (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: \$46,489.98

PAID: \$221.90

INTEREST: \$8,466.75 (at the per diem of
\$13.25 to 8/1/02)

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$1,239.04 - late charges at \$21.21 to
8/02

ATTY'S COMM: \$2,324.50 (5%)

DATE: 06/04/2002

\$4,249.49 - Corporate Advance

Received this writ this 4th day
of JUNE A.D. 2002
At 3:25 A.M./P.M.

Chester A. Hawkins
Sheriff by Cynthia Butler-Aughenbaugh

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

Requesting Party: Leon P. Haller, Esquire
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME MCQUILLEN NO. 02-00473-CD

NOW, 04-Oct-02, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the court House in Clearfield on the 4TH day of OCTOBER 2002, I exposed the within described real estate of PATRICK D. MCQUILLEN AND SONDAR L. SCHMOKE-MCQUILLEN to public venue or outcry at which time and place I sold the same to US BANK NATIONAL ASSOCIATION 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	10.45
LEVY	15.00
MILEAGE	10.45
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	25.35
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00

TOTAL SHERIFF COSTS 251.69

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	18.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	18.50

DEBIT & INTEREST:

DEBT-AMOUNT DUE	46,489.98
INTEREST AT PER DIEM OF \$13.25 TO	8,466.75
TO BE ADDED 08/01/2002	

TOTAL DEBT & INTEREST 54,956.73

COSTS:

ATTORNEY FEES	CORP ADV	
PROTH. SATISFACTION		
ADVERTISING		332.64
LATE CHARGES & FEES		
TAXES - collector	to 01/14/03	539.67
TAXES - tax claim	TO 12/30	1,385.53
DUE		
COST OF SUIT -TO BE ADDED		
LIEN SEARCH		200.00
FORCLOSURE FEES/ESCROW DEFICIT		
ACKNOWLEDGEMENT		5.00
DEED COSTS		28.50
ATTORNEY COMMISSION		
SHERIFF COSTS		251.69
LEGAL JOURNAL AD		162.00
REFUND OF ADVANCE		
REFUND OF SURCHARGE		
PROTHONOTARY		221.90
MORTGAGE SEARCH		80.00

SATISFACTION FEE

ESCROW DEFICIENCY

MUNICIPAL LIEN	SEWAGE	165.01
----------------	--------	--------

TOTAL COSTS 3,371.94

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@PKH.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 (1910-1982)
ANTHONY DISANTO
OF COUNSEL

HERSHEY
1099 GOVERNOR ROAD
(717) 533-3838

September 6, 2002

TO: CINDY
CLEARFIELD COUNTY SHERIFF'S

FROM: Barb Villarrial

FAX: 814-765-5915

2002 - 473 CD
US BANK VS. MCQUILLEN

PLEASE CONTINUE THE SHERIFF SALE SCHEDULED 09/06/02 TO 10/04/02.

Thank you

Barb