

02-1061-CD
MORTGAGE ELECTRONIC REGISTRATION -vs- JAMES A. BELL
SYSTEMS, INC.

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 500 – THE BOURSE BLDG.
111 S. INDEPENDENCE MALL EAST
PHILADELPHIA, PA 19106
(215) 627-1322
ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A NOMINEE
FOR COUNTRYWIDE HOME LOANS INC. F/K/A
AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.

JAMES A. BELL
Mortgagor(s) and Real Owner(s)

RR #1 Box 619A Myers Road
Morrisdale, PA 16858

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

02-1061-C

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

**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.

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

AVISO

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

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRIA 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 IMMEDIATEMENTE.

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

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

FILED

JUL 05 2002

**William A. Shaw
Prothonotary**

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER, 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.
2. The name(s) and address(es) of the Defendant(s) is/are JAMES A. BELL, RR #1 Box 619A Myers Road, Morrisdale, PA 16858, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.

On May 14, 2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200107452. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

3. The premises subject to said mortgage is described as attached.
4. The mortgage is in default because monthly payment of principal and interest upon said mortgage due November 01, 2001, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
5. The following amounts are due on the mortgage:

Principal Balance	\$61,068.26
Interest from 10/01/2001	\$4,639.03
through 07/31/2002 at 9.1250%	
Per Diem interest rate at \$15.26	
Attorney's Fee at 5.0% of Principal Balance	\$3,053.41
Late Charges from 11/01/2001 to 07/31/2002	\$224.01
Monthly late charge amount at \$24.89	
Costs of suit and Title Search	<u>\$750.00</u>
Escrow	\$69,734.71
Monthly Escrow amount \$93.59	\$0.00
	<u><u>\$69,734.71</u></u>

6. 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 based on work actually performed.
7. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the

Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$69,734.71, together with interest at the rate of \$15.26, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: _____


GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Michael D. Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 7-20-2

Michael D. Vestal
Michael D. Vestal
COUNTRYWIDE HOME LOANS INC.

County Parcel No 116-P10-25

THIS DEED,

MADE the 9th day of May, in the year two thousand and one (2001)

BETWEEN **JAMES L. BELL** and **DAWN L. BELL**, *husband and wife*, whose address is RD#1, Box 619A, Meyersdale, Pennsylvania 16858, hereinafter referred to as Grantor.

A
N
D

JAMES A BELL, a married individual, whose address is RD#1, Box 619A, Meyers Road, Morrisdale, Pennsylvania 16858, hereinafter referred to as Grantee,

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above

WITNESSETH, That in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees

ALL that certain parcel of land situate in Graham Township, County of Clearfield, State of Pennsylvania being known and designated as beginning at a point, said place of beginning being the northern corner of Lot #6 of the Alder Heights Subdivision, said point also being on the centerline of Township Road T-682, and said point being the northwestern corner of Lot #3 and running.

THENCE along the center line of T-682 the following courses and distances, South 59° 03' 55" East, a distance of 57.83 feet to a point, Along the arc of a circle 275 00 feet in radius an arc distance of 89 69 feet, curving to the left, the chord of said arc running South 68° 24' 32" East a distance of 89 29 feet to a point, said point being the northwestern corner of Lot #4.

THENCE along the western line of Lot #4 of the Alder Heights Subdivision South 19° 22' 01" West passing through a $\frac{3}{4}$ " rebar (set) a distance of 16 62 feet and continuing on for a total distance of 542 88 feet to a $\frac{3}{4}$ " rebar (set), said rebar being a common corner with Lots #6 and #7. $\frac{5}{8}$ $\frac{5}{8}$ $\frac{5}{8}$ $\frac{5}{8}$ $\frac{5}{8}$



HOME LOANS

Send Correspondence to:
P.O. Box 8239
Van Nuys, CA 91409-8239

November 6, 2001

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694

Certified Mail No.
Return Receipt Requested
Regular Mail

James A Bell
Rr 1 Box 619 A Myers Road
Morrisdale, PA 16858-0000

EXHIBIT A

Account No.: 1400118
Property Address:
Rr 1 Box 619 A Myers Road
Morrisdale, PA 16858-0000
Current Servicer:
Countrywide Home Loans Servicing LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

The names, addresses and phone numbers 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 1-717-780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help answer them. 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 NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO 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.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Please write your account number on all checks and correspondence.

BREACHPA 8/26/2000

1400118-4

James A Bell
Rr 1 Box 619 A Myers Road

\$1,824.42 AS OF December 11,

2001

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.

BREACHPA



P.O. Box 660694
Dallas, TX 75266-0694

140011840001824420182442



HOME LOANS

Send Correspondence to:
P.O. Box 8239
Van Nuys, CA 91409-8239

November 6, 2001

James A Bell
Rr 1 Box 619
Morrisdale, PA 16858-9521

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694

Certified Mail No.
Return Receipt Requested
Regular Mail

Account No.: 1400118
Property Address:
Rr 1 Box 619 A Myers Road
Morrisdale, PA 16858-0000
Current Servicer:
Countrywide Home Loans Servicing LP

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IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Please write your account number on all checks and correspondence.

BREACHPA 6/26/2000

1400118-4
2001

James A Bell
Rr 1 Box 619 A Myers Road

\$1,824.42 AS OF December 11,

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.

BREACHPA



P.O. Box 660694
Dallas, TX 75266-0694

140011840001824420182442

TEMPORARY STAY OF FORECLOSURE – Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty-five (35) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (35) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty-five (35) 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-five (35) 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.)

NOTICE OF INTENT TO FORECLOSE

YOUR HOME LOAN IS IN DEFAULT FOR THE REASONS SET FORTH IN THIS NOTICE.

YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

NATURE OF THE DEFAULT - Countrywide Home Loans Servicing LP (hereinafter "**Countrywide**") services your home loan. Your home loan is in serious default because you have not made your required payments. The total amount now required to reinstate your home loan as of the date of this letter is as follows:

<u>Monthly Payments:</u>	\$591.54	\$1,774.62
<u>Late Charges:</u>	\$24.90	\$49.80
<u>Other Charges:</u>	Uncollected Late Charges: Uncollected Costs:	
		TOTAL DUE: \$1,824.42

PAYMENT INSTRUCTIONS

Please

- Make your check payable to *Countrywide Home Loans*
- Write your loan number on your check or money order
- Write in any additional amounts you are including. (If total is more than \$5000, please send certified check.)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Payments: All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

Additional amounts. If you don't specify the purpose of additional amounts included, we will apply them first to any outstanding payments, escrow deficiencies, late charges and/or fees due. We will then apply any remaining amounts as a principal reduction. If you submit an additional principal payment with your home loan payment, Countrywide will first apply your home loan payment, then the additional principal payment. Your loan must be current before we can apply any principal reduction.

HOW TO CURE THE DEFAULT - You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter, by paying to us the above amount of \$1,824.42, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to Countrywide at P.O. Box 660694, Dallas, TX 75266-0694. If your check or other payment is returned to us for insufficient funds or for any other reason, you will not have cured your default. No extension of time to cure will be granted due to a returned payment.

If you do not cure this default within **THIRTY-FIVE (35) DAYS**, we will accelerate the payments due on your home loan. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off your home loan in monthly installments. If the full payment of the amount in default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - If the mortgage is foreclosed, the mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings, Countrywide will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started, Countrywide will be entitled to collect the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to the secured debt, which may also include our reasonable costs. If you cure the default within the **THIRTY-FIVE (35) DAY** period, you will not be required to pay attorney's fees. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

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 FORECLOSURE SALE - If you have not cured the default within the **THIRTY-FIVE (35) 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 foreclosure sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the foreclosure sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE FORECLOSURE SALE DATE - It is estimated that the earliest date that a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-669-0102. This payment must be in the form of a cashier's check, certified check or money order and made payable to us at the address stated above. If the default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

HOW TO CONTACT THE LENDER:

Name of Lender:	<i>Countrywide Home Loans Servicing LP</i>
Address:	<i>P. O. Box 10221 Van Nuys, CA 91410-0221</i>
Phone Number:	<i>1-800-669-0102</i>
Fax Number:	<i>1-805-577-3432</i>
Contact Person:	<i>Marina Martinez, MS SV-34</i>
	<i>Attention: Loan Counselor</i>

EFFECT OF FORECLOSURE SALE - You should realize that a foreclosure sale will end your ownership of the mortgaged property and your right to remain in 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 **Countrywide** at any time.

ASSUMPTION OF MORTGAGE - Contact **Countrywide Home Loans** for information on the possible assumability of your loan.

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.

Pursuant to your home loan documents, and because the home loan is in default, Countrywide may, at its option, enter upon and conduct an inspection of the property. The purpose of this inspection is to observe the physical condition of the property, to verify that the property is occupied and/or to determine the identity of the occupant. The cost of any such inspection will be added to and become part of the secured debt as provided under the terms of the home loan documents.

If you are unable to cure your default on or before December 11, 2001, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least $\frac{1}{2}$ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- Loan Modification: Alternatively, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- Sale of Your Property: Alternatively, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- Deed-in-Lieu: Alternatively, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will determine, in its sole discretion, whether such assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the home loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the home loan current or to enter into a written agreement as outlined above will result in the acceleration of the debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-669-0102, extension .

Marina Martinez

Marina Martinez
Loan Counselor
1-800-669-0102, extension

Please be advised that this communication is from a debt collector.

24 Sept 02 Document
Reinstated/Reissued to Sheriff's Attorney
for service. Willie Shaw
Prothonotary

FILED A4g pd.
m 11:06 8/1/02
JUL 05 2002
Lee Shaffer

W²
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12737

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS

02-1061-CD

VS.

BELL, JAMES A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW AUGUST 5, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO
JAMES A. BELL, DEFENDANT. HOUSE IS EMPTY.**

Return Costs

Cost Description

35.90 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

FILED

AUG 06 2002

019122

**William A. Shaw
Prothonotary**

KBS

Sworn to Before Me This

So Answers,

10th Day of August 2002
William A. Shaw

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

**Chesler Hawkins
by Marilyn Harr
Chester A. Hawkins
Sheriff**

GOLDBECK McCAFFERTY & McKEEVER
BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 500 – THE BOURSE BLDG.
111 S. INDEPENDENCE MALL EAST
PHILADELPHIA, PA 19106
(215) 627-1322
ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A NOMINEE
FOR COUNTRYWIDE HOME LOANS INC. F/K/A
AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

VS.

JAMES A. BELL
Mortgagor(s) and Real Owner(s)

RR #1 Box 619A Myers Road
Morrisdale, PA 16858

Defendant(s)

**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.

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

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 IMMEDIATEMENTE.

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

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

*I hereby certify this to be a true
and attested copy of the original
statement filed in [redacted] on [redacted]*

JUL 05 2002

Attest:

*William E. [redacted]
Prothonotary*

COMPLAINT IN MORTGAGE FORECLOSURE
**I HEREBY CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF THE ORIGINAL FILED**

1. Plaintiff is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER, 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.
2. The name(s) and address(es) of the Defendant(s) is/are JAMES A. BELL, RR #1 Box 619A Myers Road, Morrisdale, PA 16858, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.

On May 14, 2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200107452. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

3. The premises subject to said mortgage is described as attached.
4. The mortgage is in default because monthly payment of principal and interest upon said mortgage due November 01, 2001, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
5. The following amounts are due on the mortgage:

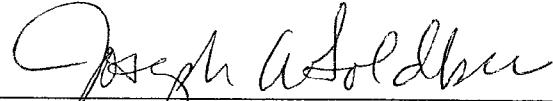
Principal Balance	\$61,068.26
Interest from 10/01/2001	\$4,639.03
through 07/31/2002 at 9.1250%	
Per Diem interest rate at \$15.26	
Attorney's Fee at 5.0% of Principal Balance	\$3,053.41
Late Charges from 11/01/2001 to 07/31/2002	\$224.01
Monthly late charge amount at \$24.89	
Costs of suit and Title Search	<hr/> \$750.00
Escrow	\$69,734.71
Monthly Escrow amount \$93.59	\$0.00
	<hr/> \$69,734.71

6. 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 based on work actually performed.
7. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the

Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$69,734.71, together with interest at the rate of \$15.26, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: _____



GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Michael D. Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 7-20-1

Michael D. Vestal
Michael D. Vestal
COUNTRYWIDE HOME LOANS INC.

County Parcel No 116-P10-25

THIS DEED,

MADE the 9th day of May, in the year two thousand and one (2001)

BETWEEN **JAMES L. BELL** and **DAWN L. BELL**, *husband and wife*, whose address is RD#1, Box 619A, Meyers Road, Morrisdale, Pennsylvania 16858, hereinafter referred to as Grantor.

A
N
D

JAMES A BELL, a married individual, whose address is RD#1, Box 619A, Meyers Road, Morrisdale, Pennsylvania 16858, hereinafter referred to as Grantee,

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above

WITNESSETH, That in consideration of ONE DOLLAR (\$1 00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees

ALL that certain parcel of land situate in Graham Township, County of Clearfield, State of Pennsylvania being known and designated as beginning at a point, said place of beginning being the northern corner of Lot #6 of the Alder Heights Subdivision, said point also being on the centerline of Township Road T-682, and said point being the northwestern corner of Lot #3 and running,

THENCE along the center line of T-682 the following courses and distances, South 59° 03' 55" East, a distance of 57.83 feet to a point, Along the arc of a circle 275 00 feet in radius an arc distance of 89 69 feet, curving to the left, the chord of said arc running South 68° 24' 32" East a distance of 89 29 feet to a point, said point being the northwestern corner of Lot #4.

THENCE along the western line of Lot #4 of the Alder Heights Subdivision South 19° 22' 01" West passing through a $\frac{3}{4}$ " rebar (set) a distance of 16 62 feet and continuing on for a total distance of 542 88 feet to a $\frac{3}{4}$ " rebar (set), said rebar being a common corner with Lots #6 and #7.



HOME LOANS

Send Correspondence to:
P.O. Box 8239
Van Nuys, CA 91409-8239

November 6, 2001

James A Bell
Rr 1 Box 619 A Myers Road
Morrisdale, PA 16858-0000

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694

Certified Mail No.
Return Receipt Requested
Regular Mail

EXHIBIT A

Account No.: 1400118
Property Address:
Rr 1 Box 619 A Myers Road
Morrisdale, PA 16858-0000
Current Servicer:
Countrywide Home Loans Servicing LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency. The names, addresses and phone numbers 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 1-717-780-1869.)

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

LA NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO 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.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Please write your account number on all checks and correspondence.

BREACHPA 6/26/2000

2001

1400118-4

James A Bell
Rr 1 Box 619 A Myers Road

\$1,824.42 AS OF December 11,

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.

BREACHPA



P.O. Box 660694
Dallas, TX 75266-0694

140011840001824420182442

**HOME LOANS**

Send Correspondence to:
P.O. Box 8239
Van Nuys, CA 91409-8239

November 6, 2001

James A Bell
Rt 1 Box 619
Morrisdale, PA 16858-9521

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694

Certified Mail No.
Return Receipt Requested
Regular Mail

Account No.: 1400118
Property Address:
Rt 1 Box 619 A Myers Road
Morrisdale, PA 16858-0000
Current Servicer:
Countrywide Home Loans Servicing LP

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IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Please write your account number on all checks and correspondence.

BREACHPA 6/26/2000

1400118-4

James A Bell
Rt 1 Box 619 A Myers Road

\$1,824.42 AS OF December 11,

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.

BREACHPA



P.O. Box 660694
Dallas, TX 75266-0694

140011840001824420182442

TEMPORARY STAY OF FORECLOSURE – Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty-five (35) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (35) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty-five (35) 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-five (35) 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.)

NOTICE OF INTENT TO FORECLOSE

YOUR HOME LOAN IS IN DEFAULT FOR THE REASONS SET FORTH IN THIS NOTICE.

YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

NATURE OF THE DEFAULT – Countrywide Home Loans Servicing LP (hereinafter "Countrywide") services your home loan. Your home loan is in serious default because you have not made your required payments. The total amount now required to reinstate your home loan as of the date of this letter is as follows:

<u>Monthly Payments:</u>	\$591.54	\$1,774.62
<u>Late Charges:</u>	\$24.90	\$49.80
<u>Other Charges:</u>	Uncollected Late Charges: Uncollected Costs:	
		TOTAL DUE: \$1,824.42

PAYMENT INSTRUCTIONS

Please

- Make your check payable to Countrywide Home Loans
- Write your loan number on your check or money order
- Write in any additional amounts you are including. (If total is more than \$5000, please send certified check.)

- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Payments: All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

Additional amounts. If you don't specify the purpose of additional amounts included, we will apply them first to any outstanding payments, escrow deficiencies, late charges and/or fees due. We will then apply any remaining amounts as a principal reduction. If you submit an additional principal payment with your home loan payment, Countrywide will first apply your home loan payment, then the additional principal payment. Your loan must be current before we can apply any principal reduction.

HOW TO CURE THE DEFAULT - You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter, by paying to us the above amount of **\$1,824.42**, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to **Countrywide at P.O. Box 660694, Dallas, TX 75266-0694**. If your check or other payment is returned to us for insufficient funds or for any other reason, you will not have cured your default. No extension of time to cure will be granted due to a returned payment.

If you do not cure this default within **THIRTY-FIVE (35) DAYS**, we will accelerate the payments due on your home loan. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off your home loan in monthly installments. If the full payment of the amount in default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - If the mortgage is foreclosed, the mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings, **Countrywide** will be entitled to collect the reasonable attorney's fees actually incurred, up to **\$50.00**. However, if legal proceedings are started, **Countrywide** will be entitled to collect the reasonable attorney's fees even if they are over **\$50.00**. Any attorney's fees will be added to the secured debt, which may also include our reasonable costs. If you cure the default within the **THIRTY-FIVE (35) DAY** period, you will not be required to pay attorney's fees. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

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 FORECLOSURE SALE - If you have not cured the default within the **THIRTY-FIVE (35) 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 foreclosure sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the foreclosure sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE FORECLOSURE SALE DATE - It is estimated that the earliest date that a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-669-0102. This payment must be in the form of a cashier's check, certified check or money order and made payable to us at the address stated above. If the default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

HOW TO CONTACT THE LENDER:

Name of Lender: *Countrywide Home Loans Servicing LP*
Address: *P. O. Box 10221 Van Nuys, CA 91410-0221*
Phone Number: *1-800-669-0102*
Fax Number: *1-805-577-3432*
Contact Person: *Marina Martinez, MS SV-34*
Attention: *Loan Counselor*

EFFECT OF FORECLOSURE SALE - You should realize that a foreclosure sale will end your ownership of the mortgaged property and your right to remain in 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 **Countrywide** at any time.

ASSUMPTION OF MORTGAGE - Contact **Countrywide Home Loans** for information on the possible assumability of your loan.

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.

Pursuant to your home loan documents, and because the home loan is in default, **Countrywide** may, at its option, enter upon and conduct an inspection of the property. The purpose of this inspection is to observe the physical condition of the property, to verify that the property is occupied and/or to determine the identity of the occupant. The cost of any such inspection will be added to and become part of the secured debt as provided under the terms of the home loan documents.

If you are unable to cure your default on or before December 11, 2001, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least $\frac{1}{2}$ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- Loan Modification: Alternatively, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- Sale of Your Property: Alternatively, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- Deed-in-Lieu: Alternatively, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will determine, in its sole discretion, whether such assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the home loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the home loan current or to enter into a written agreement as outlined above will result in the acceleration of the debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-669-0102, extension .

Marina Martinez

Marina Martinez
Loan Counselor
1-800-669-0102, extension

Please be advised that this communication is from a debt collector.

(P)

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION : IN THE COURT OF COMMON PLEAS
SYSTEMS INC. ACTING SOLELY AS A :
NOMINEE FOR COUNTRYWIDE HOME : OF CLEARFIELD COUNTY
LOANS NC. F/K/A AMERICA'S :
WHOLESALE LENDER :
7105 Corporate Drive : No. 02-1061-CD
PTX B-35 :
Plano, TX 75024-3632 :
v :
JAMES A. BELL :
(Mortgagor and Real Owner) :
RR #1 Box 619A Myers Road :
Morrisdale, PA 16858 :

FILED

AUG 27 2002
0/3/08/1cc atty
William A. Shaw *W. A. Shaw*
Prothonotary

ORDER

AND NOW, this 27th day of August 2002,

upon consideration of the Plaintiff's Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to ascertain the present whereabouts of Defendant has been unsuccessful, it is,

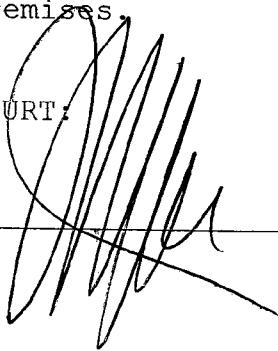
ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage Foreclosure upon Defendant by posting a copy of the Complaint upon the premises RR#1 Box 619A Myers Road, Morrisdale, PA 16858 and Plaintiff is directed to serve the Complaint by certified and regular mail to the Defendant's last known address at 619A Myers Road, Morrisdale, PA 16858 and that all further service of legal

papers, including but not limited to motions, petitions and rules be made by certified and regular mail to Defendant's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendants by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT:

J.

A handwritten signature consisting of a large circle on the left, several vertical lines of varying lengths extending from the top of the circle, and a series of diagonal and curved lines extending from the bottom right of the circle.

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION : IN THE COURT OF COMMON PLEAS
SYSTEMS INC. ACTING SOLELY AS A :
NOMINEE FOR COUNTRYWIDE HOME : OF CLEARFIELD COUNTY
LOANS NC. F/K/A AMERICA'S :
WHOLESALE LENDER :
7105 Corporate Drive : No. 02-1061-CD
PTX B-35 :
Plano, TX 75024-3632 :
v :
JAMES A. BELL :
(Mortgagor and Real Owner) :
RR #1 Box 619A Myers Road :
Morrisdale, PA 16858 :

FILED

AUG 22 2002

William A. Shaw
Prothonotary

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.

MOTION FOR SUBSTITUTED SERVICE
UNDER PA.R.C.P. 430(a)

Plaintiff, by and through its attorney, Michael T. McKeever, Esquire, in support of its Motion for Substituted Service, represents as follows:

1. Plaintiff is the holder of a first mortgage upon the premises RR#1 Box 619a Myers Road, Morrisdale, PA 16858, hereinafter, the "mortgaged premises".

2. Defendant, JAMES A. BELL, is the mortgagor and real owner of the mortgaged premises.

3. The last known address of Defendant is RR#1 Box 619A Myers Road, Morrisdale, PA 16858 as set forth in Paragraph 2 of the Complaint.

4. The Sheriff has been unable to effect service of the Complaint upon Defendant at his last known address after numerous attempts.

5. The following investigation was conducted in a good faith attempt to ascertain the whereabouts of Defendant.

WHEREFORE, Plaintiff prays that the Court enter the attached order allowing Plaintiff to serve the Complaint upon Defendant by posting the premises and certified and regular mail to the Defendant's last known address.



BY: MICHAEL T. MCKEEVER, ESQUIRE

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION : IN THE COURT OF COMMON PLEAS
SYSTEMS INC. ACTING SOLELY AS A :
NOMINEE FOR COUNTRYWIDE HOME : OF CLEARFIELD COUNTY
LOANS NC. F/K/A AMERICA'S :
WHOLESALE LENDER :
7105 Corporate Drive : No. 02-1061-CD
PTX B-35 :
Plano, TX 75024-3632 :
V :
JAMES A. BELL :
(Mortgagor and Real Owner) :
RR #1 Box 619A Myers Road :
Morrisdale, PA 16858 :

VERIFICATION

I, MICHAEL T. MCKEEVER, ESQUIRE, Attorney for Petitioner do hereby verify that the facts set forth in the foregoing Motion for Substituted Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.



BY: MICHAEL T. MCKEEVER, ESQUIRE

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D. #16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION : IN THE COURT OF COMMON PLEAS
SYSTEMS INC. ACTING SOLELY AS A :
NOMINEE FOR COUNTRYWIDE HOME : OF CLEARFIELD COUNTY
LOANS NC. F/K/A AMERICA'S :
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Plano, TX 75024-3632 :
V :
JAMES A. BELL :
(Mortgagor and Real Owner) :
RR #1 Box 619A Myers Road :
Morrisdale, PA 16858 :

MEMORANDUM OF LAW IN SUPPORT OF MOTION
FOR SUBSTITUTED SERVICE UNDER Pa.R.C.P. 430(a)

Plaintiff has filed a Complaint in Mortgage Foreclosure against Defendant which the Sheriff has been unable to personally serve upon Defendant. As noted in the attached Motion, Plaintiff has made a good faith attempt to ascertain Defendant's whereabouts without success. Accordingly, the Court may approve alternative means of service. See Pa.R.C.P. 430(a).

CONCLUSION

For reasons stated above and in the attached Motion, the Court should enter an order allowing Plaintiff to serve the Complaint in Mortgage Foreclosure upon Defendant by posting the premises and certified mail and regular mail to the Defendant's last known address.

Respectfully submitted,


MICHAEL T. MCKEEVER, ESQUIRE

PLAYERS NATIONAL LOCATOR

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: **CWD-2019**

Attorney Firm: **GOLDBECK, MCCAFFERTY & MCKEEVER**

Case Number:

Subject: **JAMES A BELL**

A.K.A.: **None**

Property Address: **RR 1 BOX 619A MYERS ROAD
MORRISDALE, PA 16858**

Last Known Address: **1 RR BOX 619A MEYERS ROAD
MORRISDALE, PA 16858**

Last Known Number: () -

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

1. I am employed in the capacity of President for Players National Locator.
2. On 07/04/2002, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER: - -
- B. EMPLOYMENT SEARCH:
Unable to locate a good employer for James.
- C. INQUIRY OF CREDITORS:
Creditors indicated that James is using RR 1 Box 619A, Morrisdale, Pa 16858 with no valid home phone number.

INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:
Directory assistance has no listing for James Bell.

INQUIRY OF NEIGHBORS -

We were unable to verify with neighbors where James Bell is living.

INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:
As of July 2, 2002 the National Change of Address (NCOA) has no change for James from RR 1 Box 619A, Morrisdale, Pa 16858.

MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE:
We were unable to locate any current drivers licensing information.

OTHER INQUIRIES -

- A. DEATH RECORDS:
As of July 2, 2002 the Social Security Administration has no death record on file for James A Bell under his social security number.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12737

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS

02-1061-CD

VS.

BELL, JAMES A.

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW AUGUST 5, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO
JAMES A. BELL, DEFENDANT. HOUSE IS EMPTY.**

Return Costs

Cost Description

35.90 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

____ Day Of _____ 2002

So Answers,



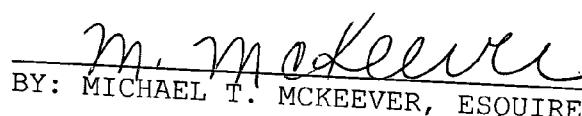
**Chester A. Hawkins
Sheriff**

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D. #16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION : IN THE COURT OF COMMON PLEAS
SYSTEMS INC. ACTING SOLELY AS A :
NOMINEE FOR COUNTRYWIDE HOME : OF CLEARFIELD COUNTY
LOANS NC. F/K/A AMERICA'S :
WHOLESALE LENDER :
7105 Corporate Drive :
PTX B-35 : No. 02-1061-CD
Plano, TX 75024-3632 :
v
JAMES A. BELL :
(Mortgagor and Real Owner) :
RR #1 Box 619A Myers Road :
Morrisdale, PA 16858 :

CERTIFICATE OF SERVICE

MICHAEL T. MCKEEVER, Esquire, do hereby certify that true
and correct copies of the the foregoing Motion for Substituted
Service have been served upon the Defendant this 20th day of
August, 2002, by first class mail, postage prepaid.


BY: MICHAEL T. MCKEEVER, ESQUIRE

FILED

(b) AUG 22 2002

01.30.11
William A. Shaw
Prothonotary

no cc

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 500 – THE BOURSE BLDG.
111 S. INDEPENDENCE MALL EAST
PHILADELPHIA, PA 19106
(215) 627-1322
ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC. ACTING
SOLELY AS A NOMINEE FOR
COUNTRYWIDE HOME LOANS INC. F/K/A
AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.

JAMES A. BELL
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE

Term
No. 02-1061-CS

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



By Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff

FILED

SEP 24 2002

William A. Shaw
Prothonotary

FILED

SEP 1 1:26 PM
2002

Atty Rd
7.00

William A. Shaw
Prothonotary

2 reinstated
to Sarge
ESR

9-24-02 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

**ATTORNEY
COPY**

GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D.#16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION : IN THE COURT OF COMMON PLEAS
SYSTEMS INC. ACTING SOLELY AS A :
NOMINEE FOR COUNTRYWIDE HOME : OF CLEARFIELD COUNTY
LOANS NC. F/K/A AMERICA'S :
WHOLESALE LENDER :
7105 Corporate Drive : No. 02-1061-CD
PTX B-35 :
Plano, TX 75024-3632 :
v :
JAMES A. BELL :
(Mortgagor and Real Owner) :
RR #1 Box 619A Myers Road :
Morrisdale, PA 16858 :

ORDER

AND NOW, this 27th day of August 2002,

upon consideration of the Plaintiff's Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to ascertain the present whereabouts of Defendant has been unsuccessful, it is,

ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage Foreclosure upon Defendant by posting a copy of the Complaint upon the premises RR#1 Box 619A Myers Road, Morrisdale, PA 16858 and Plaintiff is directed to serve the Complaint by certified and regular mail to the Defendant's last known address at 619A Myers Road, Morrisdale, PA 16858 and that all further service of legal

papers, including but not limited to motions, petitions and rules be made by certified and regular mail to Defendant's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendants by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

J.

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

AUG 27 2002

Attest:

William A. Reilly
Prothonotary/
Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER
BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 500 – THE BOURSE BLDG.
111 S. INDEPENDENCE MALL EAST
PHILADELPHIA, PA 19106
(215) 627-1322
ATTORNEY FOR PLAINTIFF

**ATTORNEY
COPY**

I HEREBY CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF THE ORIGINAL FILED

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A NOMINEE
FOR COUNTRYWIDE HOME LOANS INC. F/K/A
AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

VS.

JAMES A. BELL

Mortgagor(s) and Real Owner(s)

RR #1 Box 619A Myers Road
Morrisdale, PA 16858

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY
CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE

Term

No.

02-1061-CJ

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

**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.

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

A VISO

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.

RECUEDE: SI USTED NO RESPONDE 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 IMMEDIATEMENTE.

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

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

FILED
JUL 05 2002
William A. Shaw
Prothonotary

COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY
COPY**

HEREBY CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF THE ORIGINAL FILED

1. Plaintiff is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER, 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.
2. The name(s) and address(es) of the Defendant(s) is/are JAMES A. BELL, RR #1 Box 619A Myers Road, Morrisdale, PA 16858, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.

On May 14, 2001 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200107452. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

3. The premises subject to said mortgage is described as attached.
4. The mortgage is in default because monthly payment of principal and interest upon said mortgage due November 01, 2001, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
5. The following amounts are due on the mortgage:

Principal Balance	\$61,068.26
Interest from 10/01/2001	\$4,639.03
through 07/31/2002 at 9.1250%	
Per Diem interest rate at \$15.26	
Attorney's Fee at 5.0% of Principal Balance	\$3,053.41
Late Charges from 11/01/2001 to 07/31/2002	\$224.01
Monthly late charge amount at \$24.89	
Costs of suit and Title Search	<u>\$750.00</u>
Escrow	\$69,734.71
Monthly Escrow amount \$93.59	\$0.00
	<u>\$69,734.71</u>

6. 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 based on work actually performed.
7. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the

Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$69,734.71, together with interest at the rate of \$15.26, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: _____



GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Michael D. Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 7-20-1

Michael D. Vestal
Michael D. Vestal
COUNTRYWIDE HOME LOANS INC.

County Parcel No 116-P10-25

THIS DEED,

MADE the 9th day of May, in the year two thousand and one (2001)BETWEEN **JAMES L. BELL** and **DAWN L. BELL**, *husband and wife*, whose address is RD#1, Box 619A, Meyers Road, Morrisdale, Pennsylvania 16858, hereinafter referred to as Grantor,A
N
D**JAMES A. BELL**, a married individual, whose address is RD#1, Box 619A, Meyers Road, Morrisdale, Pennsylvania 16858, hereinafter referred to as Grantee,

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above

WITNESSETH, That in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees

ALL that certain parcel of land situate in Graham Township, County of Clearfield, State of Pennsylvania being known and designated as beginning at a point, said place of beginning being the northern corner of Lot #6 of the Alder Heights Subdivision, said point also being on the centerline of Township Road T-682, and said point being the northwestern corner of Lot #3 and running,

THENCE along the center line of T-682 the following courses and distances, South 59° 03' 55" East, a distance of 57.83 feet to a point, Along the arc of a circle 275.00 feet in radius an arc distance of 89.69 feet, curving to the left, the chord of said arc running South 68° 24' 32" East a distance of 89.29 feet to a point, said point being the northwestern corner of Lot #4.

THENCE along the western line of Lot #4 of the Alder Heights Subdivision South 19° 22' 01" West passing through a $\frac{3}{4}$ " rebar (set) a distance of 16.62 feet and continuing on for a total distance of 542.88 feet to a $\frac{3}{4}$ " rebar (set), said rebar being a common corner with Lots #6 and #7.

KAREN L. SYRECK	RECORDING FEE	\$15.00
REGISTER AND RECORDER	RECORDER	\$1.00
CLEARFIELD COUNTY	IMPROVEMENT FUND	\$11.00
PENNSYLVANIA	STATE WRIT TAX	\$0.50
	RECORDER	\$17.50
	IMPROVEMENT FUND	
	STATE WRIT TAX	
	CUSTOMER	
	DESTITUTE SETTLEMENT FUND	

**HOME LOANS**

Send Correspondence to:
P.O. Box 8239
Van Nuys, CA 91409-8239

November 6, 2001

James A Bell
Rr 1 Box 619 A Myers Road
Morrisdale, PA 16858-0000

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694

Certified Mail No.
Return Receipt Requested
Regular Mail

EXHIBIT A

Account No.: 1400118
Property Address:
Rr 1 Box 619 A Myers Road
Morrisdale, PA 16858-0000
Current Servicer:
Countrywide Home Loans Servicing LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

The names, addresses and phone numbers 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 1-717-780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help answer them. 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 NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECAS.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Please write your account number on all checks and correspondence.

BREACHPA 6/26/2000

1400118-4

James A Bell
Rr 1 Box 619 A Myers Road

\$1,824.42 AS OF December 11,

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.

BREACHPA



P.O. Box 660694
Dallas, TX 75266-0694

140011840001824420182442

**HOME LOANS**

Send Correspondence to:
P.O. Box 8239
Van Nuys, CA 91409-8239

November 6, 2001

James A Bell
Rr 1 Box 619
Morrisdale, PA 16858-9521

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694

Certified Mail No.
Return Receipt Requested
Regular Mail

Account No.: 1400118
Property Address:
Rr 1 Box 619 A Myers Road
Morrisdale, PA 16858-0000
Current Servicer:
Countrywide Home Loans Servicing LP

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

The names, addresses and phone numbers 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 1-717-780-1869.)

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help answer them. 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 NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO 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.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Please write your account number on all checks and correspondence.

BREACHPA 6/26/2000

1400118-4
2001

James A Bell
Rr 1 Box 619 A Myers Road

\$1,824.42 AS OF December 11,

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.

BREACHPA



P.O. Box 660694
Dallas, TX 75266-0694

140011840001824420182442

TEMPORARY STAY OF FORECLOSURE – Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty-five (35) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (35) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty-five (35) 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-five (35) 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.)

NOTICE OF INTENT TO FORECLOSE

YOUR HOME LOAN IS IN DEFAULT FOR THE REASONS SET FORTH IN THIS NOTICE.

YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

NATURE OF THE DEFAULT - Countrywide Home Loans Servicing LP, (hereinafter "Countrywide") services your home loan. Your home loan is in serious default because you have not made your required payments. The total amount now required to reinstate your home loan as of the date of this letter is as follows:

<u>Monthly Payments:</u>	\$591.54	\$1,774.82
<u>Late Charges:</u>	\$24.90	\$49.80
<u>Other Charges:</u>	Uncollected Late Charges: Uncollected Costs:	
		TOTAL DUE: \$1,824.42

PAYMENT INSTRUCTIONS

Please

- Make your check payable to *Countrywide Home Loans*
- Write your loan number on your check or money order
- Write in any additional amounts you are including. (If total is more than \$5000, please send certified check.)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Payments: All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

Additional amounts. If you don't specify the purpose of additional amounts included, we will apply them first to any outstanding payments, escrow deficiencies, late charges and/or fees due. We will then apply any remaining amounts as a principal reduction. If you submit an additional principal payment with your home loan payment, Countrywide will first apply your home loan payment, then the additional principal payment. Your loan must be current before we can apply any principal reduction.

HOW TO CURE THE DEFAULT - You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter, by paying to us the above amount of **\$1,824.42**, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to Countrywide at P.O. Box 680694, Dallas, TX 75266-0694. If your check or other payment is returned to us for insufficient funds or for any other reason, you will not have cured your default. No extension of time to cure will be granted due to a returned payment.

If you do not cure this default within **THIRTY-FIVE (35) DAYS**, we will accelerate the payments due on your home loan. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off your home loan in monthly installments. If the full payment of the amount in default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - If the mortgage is foreclosed, the mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings, Countrywide will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started, Countrywide will be entitled to collect the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to the secured debt, which may also include our reasonable costs. If you cure the default within the **THIRTY-FIVE (35) DAY** period, you will not be required to pay attorney's fees. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

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 FORECLOSURE SALE - If you have not cured the default within the **THIRTY-FIVE (35) 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 foreclosure sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the foreclosure sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE FORECLOSURE SALE DATE - It is estimated that the earliest date that a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-669-0102. This payment must be in the form of a cashier's check, certified check or money order and made payable to us at the address stated above. If the default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

HOW TO CONTACT THE LENDER:

Name of Lender: *Countrywide Home Loans Servicing LP*
Address: *P. O. Box 10221 Van Nuys, CA 91410-0221*
Phone Number: *1-800-669-0102*
Fax Number: *1-805-577-3432*
Contact Person: *Marina Martinez, MS SV-34*
Attention: *Loan Counselor*

EFFECT OF FORECLOSURE SALE - You should realize that a foreclosure sale will end your ownership of the mortgaged property and your right to remain in 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 **Countrywide** at any time.

ASSUMPTION OF MORTGAGE - Contact **Countrywide Home Loans** for information on the possible assumability of your loan.

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.

Pursuant to your home loan documents, and because the home loan is in default, Countrywide may, at its option, enter upon and conduct an inspection of the property. The purpose of this inspection is to observe the physical condition of the property, to verify that the property is occupied and/or to determine the identity of the occupant. The cost of any such inspection will be added to and become part of the secured debt as provided under the terms of the home loan documents.

If you are unable to cure your default on or before December 11, 2001, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least $\frac{1}{2}$ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Alternatively, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Alternatively, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Alternatively, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will determine, in its sole discretion, whether such assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the home loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the home loan current or to enter into a written agreement as outlined above will result in the acceleration of the debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-669-0102, extension .

Marina Martinez

Marina Martinez
Loan Counselor
1-800-669-0102, extension

Please be advised that this communication is from a debt collector.

FILED

SEP 30 2002

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 500 – THE BOURSE BLDG.

111 S. INDEPENDENCE MALL EAST

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

William A. Shaw
Prothonotary

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A NOMINEE
FOR COUNTRYWIDE HOME LOANS INC. F/K/A
AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

vs.

JAMES A. BELL
Mortgagor(s)
RR #1 Box 619A Myers Road
Morrисdale, PA 16858

Defendant(s)

IN THE COURT OF COMMON
PLEAS
OF Clearfield COUNTY
CIVIL ACTION - LAW
ACTION OF MORTGAGE
FORECLOSURE

Term *CD*
No. 02-1061-*ES*

CERTIFICATE OF SERVICE

JOSEPH A. GOLDBECK, JR. ESQUIRE hereby certifies that on

9/27/02

he did serve upon Defendant(s) JAMES A. BELL a true and correct copy of the above-captioned
Complaint by certified and regular mail in accordance with the Court Order dated AUGUST 27, 2002 .
The undersigned understands that the statements herein and subject to the penalties provided by 18 P.S.
Section 4904.

Respectfully submitted,



GOLDBECK McCAFFERTY & McKEEVER
BY: JOSEPH A. GOLDBECK, JR. ESQUIRE

FILED

NO
cc

1-23-02
SEP 30 2002

William A. Shaw
Prothonotary

7160 3901 9844 1075 3538

TO: BELL, JAMES A.
JAMES A. BELL
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER
December 11, 2002

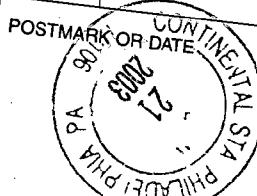
REFERENCE: BELL, JAMES A. / CWD-2019
(5/7/03) - Clearfield

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

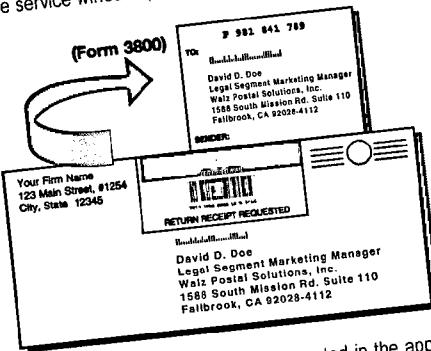
US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS
POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND
CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12737

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS

02-1061-CD

VS.

BELL, JAMES A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW SEPTEMBER 25, 2002 AT 10:04 AM POSTED THE WITHIN COMPLAINTS
IN MORTGAGE FORECLOSURE ON PROPERTY OF JAMES A. BELL, DEFENDANT,
AT RR#1 BOX 619A MYERS ROAD, MORRISDALE, CLEARFIELD COUNTY,
PENNSYLVANIA.**

Return Costs

Cost	Description
23.82	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED
013:00 SH
NOV 13 2002
E
KRS

William A. Shaw
Prothonotary

Sworn to Before Me This

13th Day Of November 2002
Will A. Shaw

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

So Answers,

Ches A. Hawkins
Chester A. Hawkins
Sheriff

In the Court of Common Pleas of Clearfield County

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.
ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE
HOME LOANS INC. F/K/A AMERICA'S WHOLESALE
LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

No. 02-1061-CD

vs.

JAMES A. BELL
(Mortgagor(s) and Record Owner(s))
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

Defendant(s)

FILED Notice to
Def

m 12/23/01 Atty pd 20.00
DEC 13 2002 Statement to
Atty

PRAECIPE FOR JUDGMENT

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

Enter the Judgment in favor of Plaintiff and against JAMES A. BELL by default for want of an Answer.

Assess damages as follows:

Debt \$72,256.69

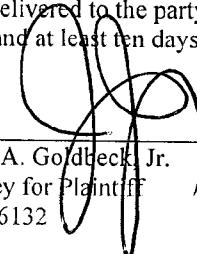
Interest - 10/01/2001 to 12/11/2002

Total

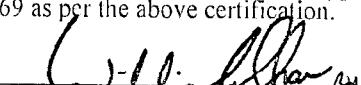
(Assessment of Damages attached)

I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1


Joseph A. Goldbeck, Jr.
Attorney for Plaintiff
I.D. #16132

AND NOW December 13, 2002, Judgment is entered in favor of
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR
COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER and against JAMES A. BELL by
default for want of an Answer and damages assessed in the sum of \$72,256.69 as per the above certification.


Prothonotary

GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 500 – THE BOURSE BLDG.

111 S. INDEPENDENCE MALL EAST

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A NOMINEE
FOR COUNTRYWIDE HOME LOANS INC. F/K/A
AMERICA'S WHOLESALE LENDER

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

vs.

JAMES A. BELL

Mortgagor(s)

RR #1 Box 619A Myers Road

Morrisdale, PA 16858

Defendant(s)

IN THE COURT OF COMMON
PLEAS
OF Clearfield COUNTY
CIVIL ACTION - LAW
ACTION OF MORTGAGE
FORECLOSURE

Term
No. 02-1061-CS

CERTIFICATE OF SERVICE

9/27/02

JOSEPH A. GOLDBECK, JR. ESQUIRE hereby certifies that on

he did serve upon Defendant(s) JAMES A. BELL a true and correct copy of the above-captioned

Complaint by certified and regular mail in accordance with the Court Order dated AUGUST 27, 2002 .

The undersigned understands that the statements herein and subject to the penalties provided by 18 P.S.

Section 4904.

Respectfully submitted,



GOLDBECK McCAFFERTY & MCKEEVER
BY: JOSEPH A. GOLDBECK, JR. ESQUIRE

• GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A NOMINEE
FOR COUNTRYWIDE HOME LOANS INC. F/K/A
AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.

JAMES A. BELL
(Mortgagor(s) and Record owner(s))
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

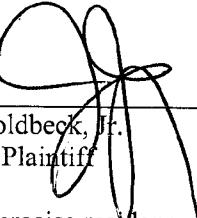
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

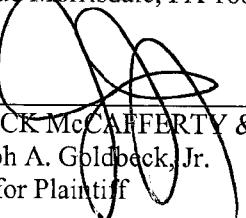
No. 02-1061-CD

ORDER FOR JUDGMENT

Please enter Judgment in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER, and against JAMES A. BELL for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$72,256.69.


Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER 7105 Corporate Drive PTX B-35 Plano, TX 75024-3632 and that the name(s) and last known address(es) of the Defendant(s) is/are JAMES A. BELL, RR #1 Box 619A Myers Road Morrisdale, PA 16858;

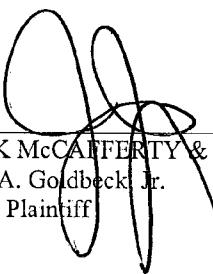

GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$61,068.26
Interest from 10/01/2001 through 12/11/2002	\$6,668.61
Attorney's Fee at 5.0000% of principal balance	\$3,053.41
Late Charges	\$248.46
Costs of Suit and Title Search	\$750.00
Escrow Balance Deficit	\$467.95 (\$0.00)
	<hr/> \$72,256.69


GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

AND NOW, this 13th day of December, 2002 damages are assessed as above.



Pro Prothy

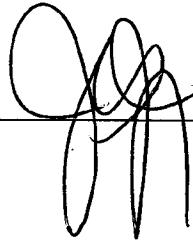
VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, JAMES A. BELL, is about unknown years of age, that Defendant's last known residence is RR #1 Box 619A Myers Road, Morrisdale, PA 16858, and is engaged in the unknown business located at unknown address.

2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date: _____

A handwritten signature in black ink, appearing to read "James A. Bell", is placed over the signature line.

**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.**

DATE OF THIS NOTICE: November 5, 2002

TO:

JAMES A. BELL
619A Myers Road
Morrisdale, PA 16858

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.
ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE
HOME LOANS INC. F/K/A AMERICA'S WHOLESALE
LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.
JAMES A. BELL
(Mortgagor(s) and
Record Owner(s))
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

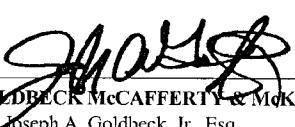
Defendant(s)

TO: **JAMES A. BELL**
619A Myers Road
Morrisdale, PA 16858

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:

KEYSTONE LEGAL SERVICES
Clearfield, PA 16830
814-763-9646
PENNSYLVANIA BAR ASSOCIATION
P.O. Box 136
Harrisburg, PA 17108
800-692-7375


GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106 215-627-1322

**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.**

DATE OF THIS NOTICE: November 5, 2002

TO:

JAMES A. BELL
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.
ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE
HOME LOANS INC. F/K/A AMERICA'S WHOLESALE
LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.
JAMES A. BELL
(Mortgagor(s) and
Record Owner(s))
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

Defendant(s)

TO: **JAMES A. BELL**
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

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:

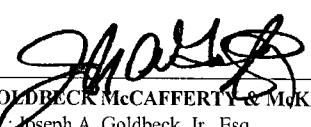
KEYSTONE LEGAL SERVICES
111 S. Independence Mall East
Certified, P.O. Box 7373
814-753-9646
PENNSYLVANIA BAR ASSOCIATION
P.O. Box 1860
Harrisburg, PA 17108
800-692-7373

In the Court of Common Pleas
of Clearfield County

CIVIL ACTION - LAW

ACTION OF
MORTGAGE FORECLOSURE

Term
No. 02-1061-CD


GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106 215-627-1322

CC 7

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR
COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

No. 02-1061-CD

vs.

JAMES A. BELL
(**Mortgagors and Record Owner(s)**)
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

Defendant(s)

**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.**

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw
Prothonotary

By: William Shaw

Deputy

If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.
Goldbeck McCafferty & McKeever
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322

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

COPY

Mortgage Electronic Registration Systems, Inc.
Plaintiff(s)

No.: 2002-01061-CD

Real Debt: \$72,256.69

Atty's Comm:

Vs. Costs: \$

Int. From:

James A. Bell Entry: \$20.00
Defendant(s)

Instrument: Default Judgment

Date of Entry: December 13, 2002

Expires: December 13, 2007

Certified from the record this 13th day of December, 2002.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A NOMINEE
FOR COUNTRYWIDE HOME LOANS INC. F/K/A
AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff
vs.
JAMES A. BELL
Mortgagor(s) and Record Owner(s)
RR #1 Box 619A Myers Road
Morrisdale, PA 16858
Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County
CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE

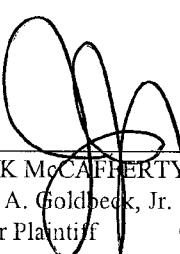
No. 02-1061-CD

PRAECLP FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

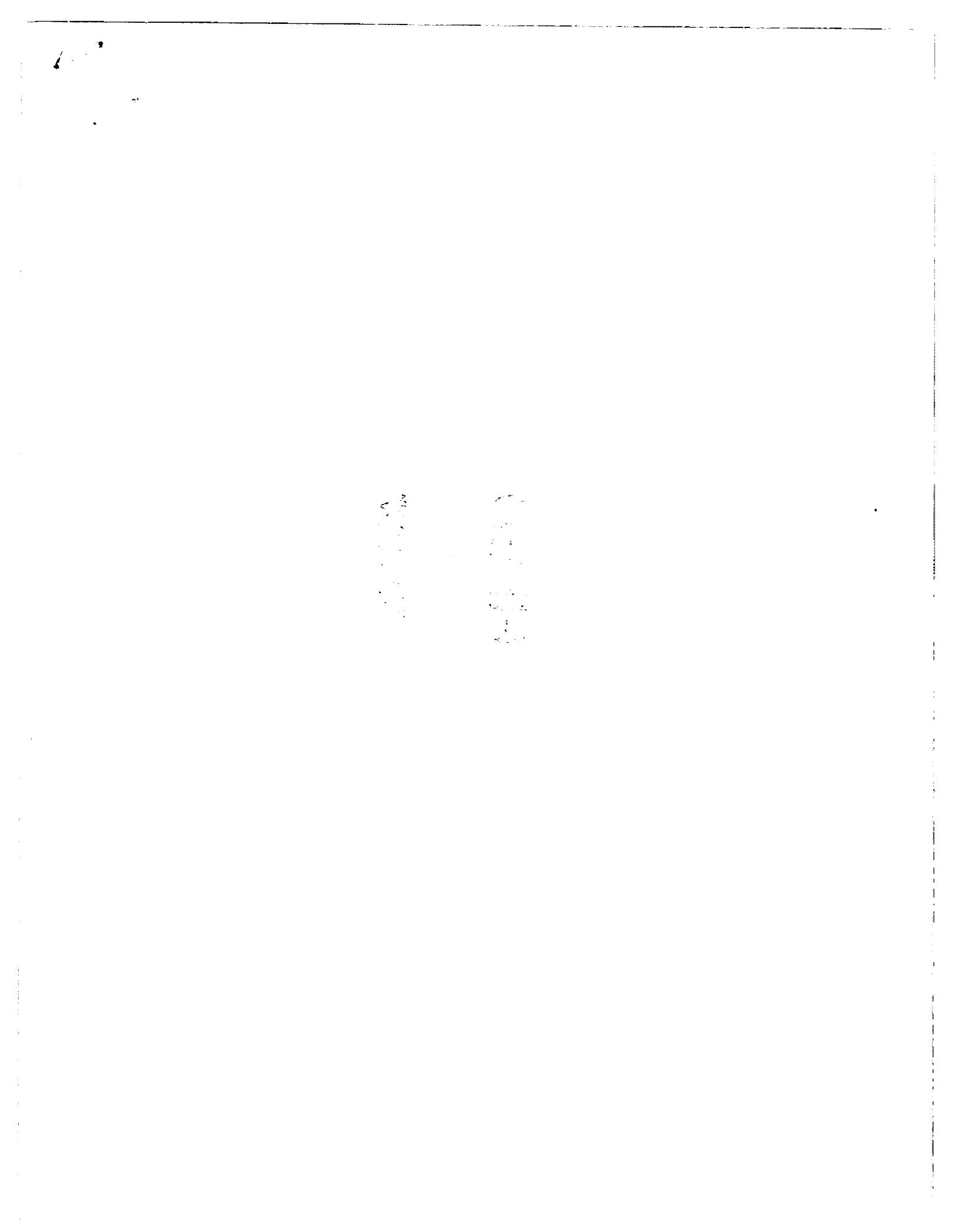
Amount Due	
Interest from 10/01/2001 to 12/11/2002 at 9.1250%	\$72,256.69
(Costs to be added)	<i>Prothonotary costs</i> 127.00


GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

FILED

DEC 13 2002

William A. Shaw
Prothonotary



Term
No. 02-1061-CD
IN THE COURT OF COMMON PLEAS

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
INC. ACTING SOLELY AS A NOMINEE FOR
COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S
WHOLESALE LENDER

vs.

JAMES A. BELL
(Mortgagor(s) and Record Owner(s))
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

PRAECLPICE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

FILED Atty pd.
b7 M 12/37 6th 2000
DEC 13 2002 [Signature] Sheriff w/6 Writs
[Signature]

William A. Shaw
Prothonotary

Joseph A. Goldbeck, Jr.

Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322

GOLDBECK McCAFFERTY & MCKEEVER

BY: Joseph A. Goldbeck, Jr.

Attorney I.D.#16132

Suite 500 - The Bourse Bldg.

111 S. Independence Mall East

Philadelphia, PA 19106

215-627-1322

Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A
NOMINEE FOR COUNTRYWIDE HOME
LOANS INC. F/K/A AMERICA'S WHOLESALE
LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.

JAMES A. BELL
Mortgagor and Record Owner

RR #1 Box 619A Myers Road
Morrisdale, PA 16858

Defendant

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 02-1061-CD

FILED

MAR 03 2003

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE
PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

() Personal Service by the Sheriff's Office/competent adult (copy of return attached).
() Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
() Certified mail by Sheriff's Office.
() Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
() Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
() Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

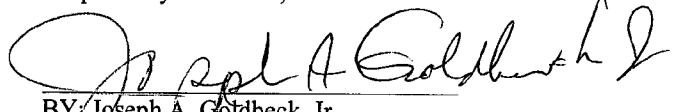
IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.

(X) Premises was posted by Sheriff's Office/competent adult (copy of return attached). 1/16/03 Per Cindy A F
() Certified Mail & ordinary mail by Sheriff's Office (copy of return attached). SHERIFF'S OFFICE
(X) Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,


BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

GOLDBECK McCAFFERTY & MCKEEVER

Suite 500 The Bourse Building

Name and Address ► 311 S. Independence Mall East
Philadelphia, Pennsylvania 19105
of Sender

Check type of mail:

Express

Return Receipt (RR) for Merchant

Registered

Certified

Int'l Rec. Del.

Del. Confirmation (DC)

COD

Handling Charge

Actual Value

(If Reg.)

Goldbeck McCafferty & McKeever
BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A NOMINEE
FOR COUNTRYWIDE HOME LOANS INC. F/K/A
AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff
vs.

JAMES A. BELL
Mortgagor and Record Owner

RR #1 Box 619A Myers Road
Morrisdale, PA 16858

Defendant

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 02-1061-CD

AFFIDAVIT PURSUANT TO RULE 3129

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

RR #1 Box 619A Myers Road
Morrisdale, PA 16858

1. Name and address of Owner or Reputed Owner:

JAMES A. BELL
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

2. Name and address of Defendant in the judgment:

JAMES A. BELL
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

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

PA DEPARTMENT OF PUBLIC WELFARE
Bureau of Child Support Enforcement
Health and Welfare Bldg. - Room 432
P.O. Box 2675
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY
230 E. Market Street
Clearfield, PA 16830

4. Name and address of the last recorded holder of every mortgage of record:
5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:
6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

(attach separate sheet if more space is needed)

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

DATED: February 28, 2003



GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff

FILED

NO
cc

MAR 14 2003

MAR 03 2003

E
GAS

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13496

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ET AL

02-1061-CD

VS.
BELL, JAMES A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 16, 2003 @ 2:45 P. M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF MARCH 7, 2003 WAS SET.

NOW, SERVED JAMES A. BELL, DEFENDANT, ACCORDING TO COURT ORDER DATED AUTUST 27, 2002 BY POSTING OF THE PROPERTY THAT WAS DONE ON JANUARY 16 2003 AND BY REGULAR AND CERTIFIED MAIL TO DEFENDANT'S LAST KNOWN ADDRESS RR #1, BOX 619A MYERS ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA 16858. CERTIFIED MAIL WAS SENT ON JANUARY 17, 2003 AND RETURNED UNCLAIMED ON FEBRUARY 10, 2003 CERTIFIED RECEIPT # 7001 1940 0001 9406 1645. REGULAR MAIL WAS NOT RETURNED.

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

NOW, APRIL 4, 2003 PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO ATTORNEY.

NOW, APRIL 8, 2003 RETURN WRIT AS SALE BEING HELD. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, APRIL 8, 2003 DEED WAS FILED

SHERIFF HAWKINS \$199.14
SURCHARGE \$20.00
PAID BY ATTORNEY

FILED NO CC
13516th
APR 08 2003
GK

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13496

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ET AL

02-1061-CD

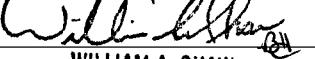
VS.
BELL, JAMES A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

8th Day Of April 2003



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

So Answers,


By ~~Captain~~ Captain Butler-Aylenbaugh
Chester A. Hawkins
Sheriff

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

Joseph A. Goldbeck, Jr.
Attorney I.D.#16132
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A NOMINEE
FOR COUNTRYWIDE HOME LOANS INC. F/K/A
AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff
vs.
Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County
CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE

No. 02-1061-CD

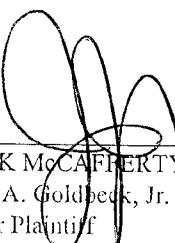
JAMES A. BELL
Mortgagor(s) and Record Owner(s)
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	
Interest from 10/01/2001 to 12/11/2002 at 9.1250%	\$72,256.69
(Costs to be added)	<i>Prothonotary Costs</i> 127.00


GOLDBECK McCAFFERTY & MCKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

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

DEC 13 2002

Attest.


William L. Prothonotary/
Clerk of Courts

Term
No. 02-1061-CD
IN THE COURT OF COMMON PLEAS

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
INC. ACTING SOLELY AS A NOMINEE FOR
COUNTRYWIDE HOME LOANS INC. F/K/A AMERICA'S
WHOLESALE LENDER

vs.

JAMES A. BELL
(Mortgagor(s) and Record Owner(s))
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 AND Rule 3257

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. ACTING SOLELY AS A
NOMINEE FOR COUNTRYWIDE HOME
LOANS INC. F/K/A AMERICA'S WHOLESALE
LENDER
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

In the Court of Common Pleas of
Clearfield County

No. 02-1061-CD

vs.

JAMES A. BELL
RR #1 Box 619A Myers Road
Morrisdale, PA 16858

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

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

PREMISES: RR #1 Box 619A Myers Road Morrisdale, PA 16858

See Exhibit "A" attached

AMOUNT DUE	
\$72,256.69	
Interest From 10/01/2001	
Through 12/11/2002	

(Costs to be added)

Prothonotary costs 122.00

Walt L. Hansen

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

~~Deputy~~ _____

Received 12-13-02 @ 3:00 P.M.
Chester A. Hawkins
by Cynthia Butler-Augustaugh

Term
No. 02-1061-CD

IN THE COURT OF COMMON PLEAS

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.
ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE
HOME LOANS INC. F/K/A AMERICA'S WHOLESALE LENDER

vs.

JAMES A. BELL

Mortagor(s)

RR #1 Box 619A Myers Road Morrisdale, PA 16858

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$72,256.69
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ <u>127.00</u>
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

Goldbeck McCafferty & McKeever
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
(215) 627-1322

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BELL NO. 02-1061-CD

NOW, March 7, 2003 , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 7TH day of MARCH 2003, I exposed the within described real estate of JAMES A. BELL to public venue or outcry at which time and place I sold the same to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS A NOMINEE FOR COUNTRYWIDE ET AL he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	8.45
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	199.14

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	31.50

DEBIT & INTEREST:

DEBT-AMOUNT DUE	72,256.69
INTEREST FROM 10/01/01 TO 12/11/02	
TO BE ADDED	TO SALE DATE
TOTAL DEBT & INTEREST	72,256.69
COSTS:	
ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	422.73
LATE CHARGES & FEES	
TAXES - collector	07/07/2003
TAXES - tax claim	NONE
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.50
ATTORNEY COMMISSION	
SHERIFF COSTS	199.14
LEGAL JOURNAL AD	207.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	127.00
MORTGAGE SEARCH	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	
TOTAL COSTS	1,222.15

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

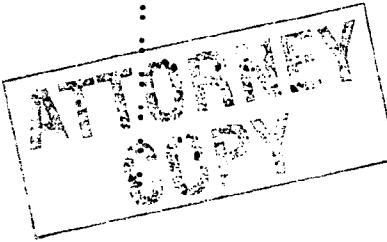
GOLDBECK MCCAFFERTY & MCKEEVER
JOSEPH A. GOLDBECK, JR.
Attorney I.D. #16132
Suite 500-The Bourse Building
111 S. Independence Mall East
Philadelphia, PA 19106
215-627-1322
BY: MICHAEL T. MCKEEVER, ESQUIRE
Attorney I.D. #56129
Attorney for Plaintiff

4-24-02 Document
Reinstated/Reinforced to Sheriff/Attorney
for service.

ATTORNEY
COPY

MORTGAGE ELECTRONIC REGISTRATION : IN THE COURT OF COMMON PLEAS
SYSTEMS INC. ACTING SOLELY AS A :
NOMINEE FOR COUNTRYWIDE HOME : OF CLEARFIELD COUNTY
LOANS NC. F/K/A AMERICA'S :
WHOLESALE LENDER :
7105 Corporate Drive :
PTX B-35 :
Plano, TX 75024-3632 :
No. 02-1061-CD

v
JAMES A. BELL
(Mortgagor and Real Owner)
RR #1 Box 619A Myers Road
Morrisdale, PA 16858



ORDER

AND NOW, this 27th day of *August* 2002,

upon consideration of the Plaintiff's Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to ascertain the present whereabouts of Defendant has been unsuccessful, it is,

ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage Foreclosure upon Defendant by posting a copy of the Complaint upon the premises RR#1 Box 619A Myers Road, Morrisdale, PA 16858 and Plaintiff is directed to serve the Complaint by certified and regular mail to the Defendant's last known address at 619A Myers Road, Morrisdale, PA 16858 and that all further service of legal

papers, including but not limited to motions, petitions and rules be made by certified and regular mail to Defendant's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendants by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

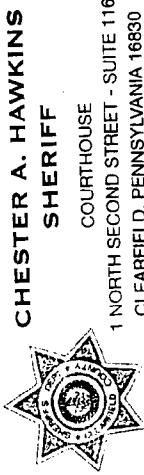
J.

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

AUG 27 2002

Attest:

Wes A. Allen
Prothonotary/
Clerk of Courts



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7001 1940 0001 9406 1645 4



James A. Bell
619A Myers Road
Morrisdale, PA 16858

1-12-23

U.S.

1-24-83

RPTS
RETURN TO SENDER

A INSUFFICIENT ADDRESS
C ATTEMPTED NOT KNOWN
S OTHER
S NO SUCH NUMBER/ STREET
S NOT DELIVERABLE AS ADDRESSED
S UNABLE TO FORWARD

1-15-83

15-83

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

OFFICIAL U.S. MAIL

1645 940 0001 1940 7001

Postage	\$ 60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

CLIFFFIELD, PA 16858
11 2003
Postmark Here

Sent To: James A. Bell
Street, Apt. No.;
or PO Box No. 619 Myers Road
City, State, ZIP+4
Morrisdale, PA 16858
PS Form 3800, January 2001
See Reverse for Instructions

PS Form 3811, August 2001
Domestic Return Receipt 102595-02-M-1035
(Franchise from service label)

2. Article Number 7001 1940 0001 9406 1645

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:
James A. Bell
619A Myers Road
Morrisdale, PA 16858

If YES, enter delivery address below: Yes
 No

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

A. Signature

Item 4 if Restricted Delivery is desired.
Print your name and address on the reverse
so that we can return the card to you.

■ Complete items 1, 2, and 3. Also complete
item 4 if Restricted Delivery is desired.

■ Place sticker at top of envelope in
center of the return address. FOLD AT DOT.

SENDER: COMPLETE THIS SECTION
COMPLETE THIS SECTION
C O M P L E T E - T H I S S E C T I O N O N D E L I V E R Y

