

02-1184-CD  
MANU. & TRADERS TRUST CO. vs RAY S. MAINES JR. &  
STACEY FEITZER-MAINES

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Barbara A. Fein / I.D. No. 53002  
Kristen J. DiPaolo / I.D. No. 79992  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450  
Attorneys for Plaintiff

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for Securitization Series  
1998-1, Agreement Dated 03-01-98, by and  
Through its Loan Servicing Agent, Fairbanks  
Capital Corp.,  
Plaintiff,

v.

RAY S. MAINES JR. and  
STACEY FETZER-MAINES,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

**CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE**

**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 THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16380

(814) 765-2641

**NOTICIA**

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE (20) DIAS DE PLAZO A PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION O POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO, SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE PARA PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE USTED PUEDE CONSEGUIR ASISTENCIA

**FILED**  
LEGAL

**JUL 30 2002**

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16380

(814) 765-2641

William A. Shaw  
Prothonotary

**NOTICE REQUIRED UNDER THE FAIR  
DEBT COLLECTION PRACTICES ACT,  
15 U.S.C. § 1601 (AS AMENDED) AND  
THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
ACT AND CONSUMER PROTECTION LAW,  
73 PA. CON. STAT. ANN. § 201, *ET SEQ.* ("THE ACTS")**

To the extent the Acts may apply, please be advised of the following:

1. The amount of the original debt is stated in the Complaint attached hereto.
2. The Plaintiff who is named in the attached Complaint and/or its loan servicing agents are Creditors to whom the debt is owed.
3. The debt described in the Complaint attached hereto and evidenced by the copies of the mortgage and note will be assumed to be valid by the Creditor's law firm, unless the Debtors/Mortgagors, within thirty days after receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
4. If the Debtors/Mortgagors notify the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor who is named as Plaintiff in the attached Complaint is not the original Creditor, and if the Debtor/Mortgagor makes written request to the Creditor's law firm within thirty days from the receipt of this notice, the name and address of the original Creditor will be mailed to the Debtor by the Creditor's law firm.
6. Written request should be addressed to:

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Attention: Kristen DiPaolo, Esquire  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034

**\* THIS LETTER MAY BE CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT  
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. (a) The Plaintiff, Manufacturers & Traders Trust Company, Trustee for Securitization Series 1998-1, Agreement dated 03-01-98, is the holder of a mortgage as below described.

(b) Fairbanks Capital Corp., is a Corporation having been organized under the laws of the State of Utah and having its principal place of business at 338 South Warminster Road, P.O. Box 1900, Hatboro, PA 19040.

(c) Fairbanks Capital Corp. is the loan servicing agent for Plaintiff, maintaining the business records for the Plaintiff/ Mortgagee in the ordinary course and scope of business.

2. (a) Defendant Ray S. Maines Jr. is an individual whose last known address is 149 Deer Creek Road, Morrisdale, PA 16858.

(b) Defendant Stacey Fetzer-Maines is an individual whose last known address is 149 Deer Creek Road, Morrisdale, PA 16858.

(c) Defendant Ray S. Maines Jr. holds an interest in the subject property as both a Real Owner and Mortgagor.

(d) Defendant Stacey Fetzer-Maines holds an interest in the subject property as both a Real Owner and Mortgagor.

(e) If either of the above named Defendants is deceased, this action shall proceed against the deceased Defendant's heirs, assigns, successors, administrators, personal representatives and/or executors through their estate whether the estate is probated.

3. (a) The residential mortgage being foreclosed upon is secured by property located at P.O. Box 166, Church Street, within the Township of Morris, Clearfield County, Pennsylvania.

(b) All documents evidencing the residential mortgage have been recorded in the Recorder of Deeds' Office in Clearfield County, Pennsylvania.

(c) The Mortgage was executed on July 22, 1997 and was recorded on August 1, 1997 in Mortgage Book 1861, at Page 289.

(d) The legal description for this parcel is attached and incorporated as Exhibit "A" (Mortgaged Premises).

(e) The herein named Plaintiff has standing to bring the instant action by virtue of Assignments of Mortgage, duly and publicly recorded as below:

Assignor: FHB Funding Corp.  
Assignee: CMG Funding Corp.  
Recording Date: April 14, 2000  
Instrument #: 200005028

Assignor: CMG Funding Corp.  
Assignee: ContiMortgage Corporation  
Recording Date: April 14, 2000  
Instrument #: 200005029

Assignor: ContiMortgage Corporation  
Assignee: Manufacturers & Traders Trust Company, Trustee for Securitization  
Series 1998-1, Agreement Dated 03-01-98  
Recording Date: As Recorded  
Instrument #: As Recorded

(f) By virtue of Pennsylvania Rules of Civil Procedure Rule 1147 (1) and 1019(g), and on the basis of environmental responsibility, Plaintiff is not obliged to append copies of the above mentioned publicly recorded documents to this mortgage foreclosure action. These documents are, however, appended hereto and incorporated herein by reference as Exhibit "B".

4. The mortgage is in default because the Defendants above named failed to timely tender the monthly payment of \$337.76 on February 2, 2002, and thereafter failed to make the monthly payments.

5. As authorized under the mortgage instrument, the loan obligation has been accelerated.

6. Plaintiff seeks entry of judgment *in rem* on the following sums:

(a)	Principal balance of mortgage due and owing	\$30,284.87
(b)	Interest due and owing at the rate of 10.99% calculated from the default date above stated through July 31, 2002	1,367.91
	Interest will continue to accrue at the per diem rate of \$9.12 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	
(c)	Late Charges due and owing under the Note in accordance with the Mortgage Instrument	59.36
(d)	Escrow Advances made by Plaintiff Mortgagee on behalf of Defendant mortgage account	376.55
(e)	Corporate Advances and Other fees as a recoverable expense under the mortgage terms	715.05
(f)	Non-Sufficient Fund (NSF Charges)	15.00
(g)	Court Costs and fees recoverable under the mortgage terms, estimated	300.00
(h)	Attorneys' fees Calculated as 5% of the principal balance due, in accordance with the mortgage terms	1,514.24

<b>TOTAL <i>IN REM</i> JUDGMENT SOUGHT BY PLAINTIFF</b>	<b>\$34,635.98</b>
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7. (a) The attorneys' fees set forth as recoverable at Paragraph 6(h) are in conformity with Pennsylvania law and the terms of the mortgage, and will be collected in the event of a third-party purchaser at a Sheriff's Sale only.

(b) If the mortgage arrears are to be reinstated or paid-off prior to the Sheriff's Sale, Plaintiff's actual attorneys' fees (calculated at counsel's hourly rate) will be charged based upon work actually performed.

8. (a) The original principal balance of the Mortgage is less than Fifty Thousand (\$50,000.00) Dollars.

(b) Under ACT 6, 41 P.S. §101, *et seq.*, Plaintiff Mortgagee is obliged to serve Notice of its Intention to Accelerate the Mortgage by certified mailing prior to its instituting foreclosure proceedings. The Plaintiff hereunder served said Notice upon the defaulting borrower(s) on April 3, 2002.

9. (a) The subject mortgage is not governed by ACT 91 of 1983, 35 P.S. § 1840.401C, *et seq.*, in that the subject property is not the Defendant Mortgagor's principal residence.

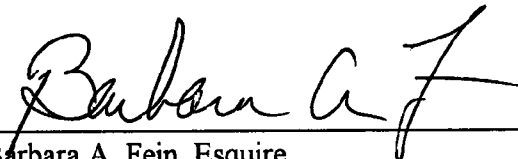
(b) Under ACT 91, notice is required only where the property upon which the action is predicated is the Defendant Mortgagor's principal residence.

WHEREFORE, the Plaintiff, Manufacturers & Traders Trust Company, Trustee for Securitization Series 1998-1, Agreement dated 03-01-98, by and through its Loan Servicing Agent, Fairbanks Capital Corp., respectfully requests:

- Entry of judgment *in rem* against the Defendants above named in the total amount of \$34,635.98 as stated at Paragraph 6, plus all additional interest and late charges accruing through date of judgment entry; and
- Foreclosure and Sheriff's Sale of the subject mortgaged property.

Respectfully Submitted,

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY:   
Barbara A. Fein, Esquire  
Attorney for Plaintiff  
Attorney I.D. No. 53002



### DESCRIPTION

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

BEGINNING at a point on the Western side of Township Road, which is the Northeastern corner of Lot No. 36; thence along the Northern boundary line of Lot No. 36, South 65 degrees 50 minutes (65° 50') West a distance of 109.50 feet to a point on the Easterly side of a private road; thence along the Easterly side of said private road North 20° 31' West 56 feet to a point; thence North 70° 27' through the exact middle or center of a party wall or dividing wall of a double frame house to a distance of 103.65 feet to a point on the Westerly side of said Township Road South 27° 08' East 48.20 feet to a point and place of beginning.

Tax Parcel #Q10-567-17



[Space Above This Line For Recording Data]

Prepared by: \_\_\_\_\_

### MORTGAGE

THE LOAN SECURED BY THIS DEED OF TRUST HAS A BALLOON PAYMENT PAYABLE IN FULL ON THE MATURITY DATE. ON THE MATURITY DATE THE BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND ALL ACCRUED AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THE BORROWER MAY OWN, OR THE BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER THE BORROWER HAS THIS LOAN WITH, WILLING TO LEND THE BORROWER THE MONEY. IF THE BORROWER REFINANCES THE LOAN SECURED BY THIS MORTGAGE ON THE MATURITY DATE, THE BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THE BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

THIS MORTGAGE ("Security Instrument") is given on July 21, 1997. The mortgagor is Ray S. Maines Jr., whose address is P.O. Box 166 Church St., Morrisdale, PA 16838 ("Borrower"). This Security Instrument is given to PHB Funding Corp. (PA), which is organized and existing under the laws of New York and whose address is 1787 Sentry Parkway West, Blisbell, PA ("Lender"). Borrower owes Lender the principal sum of thirty-one thousand two hundred and 00/100 dollars Dollars (U.S. \$31200.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on July 28, 2012. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at the rate set forth in the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For these purposes Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Clearfield County, COMMONWEALTH OF PENNSYLVANIA.

☒ If this box is checked see Schedule A annexed hereto and made a part hereof, which has the address of P.O. Box 166 Church St., Morrisdale, PA 16838 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** Subject to paragraph 10 below, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges (3% of any payment not made by the end of 10 calendar days after the date it is due if such late charge is set forth in the Note), collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.

3. **Prior Mortgage Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may arise prior to this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and receipts evidencing such payments.

22/91 2046

1218 459 612

2000 0812000 000 42 11 11 26. 01 1117



EXHIBIT "A"

ALL that certain lot, piece or parcel of ground situate and lying in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Western side of Township Road, which is the Northeastern corner of Lot No. 16; thence along the Northern boundary line of Lot No. 16, South 65 degrees 50 minutes (45 degrees 50') West a distance of 109.50 feet to a point on the Easterly side of a private road; thence along the Easterly side of said private road North 20 degrees 31' West, 56 feet to a point; thence North 70 degrees 27' through the exact middle or center of a party wall or dividing wall of a double frame house to a distance of 103.65 feet to a point on the Westerly side of said Township Road South 27 degrees 00' East, 48.20 feet to a point and place of beginning.

PARCEL #124-Q10-567-17.

DEV. 1770, PAGE 49.

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Don't. Legal*

VOL 1861 PAGE 291

*Ray S. Malone Jr.*  
Ray S. Malone Jr.

*Jeanne K. Dunaway*

*Shirley F. Malone*  
Shirley F. Malone

*Jeanne K. Dunaway*

Said premises also known as street number P.O. Box 166 Church St., Mcclelland, PA 16838.  
Said premises being and intended to be the same premises conveyed to the Mortgagee by deed dated 06/24/1996  
recorded 07/01/1996 in Libro 1770 Page 49 in the Clearfield County Clerk's Office.  
Said premises further known as District 124-10, Section 1-367, Block 17, Lot 37 HSE/DAP  
Said premises are improved by a one or two family dwelling only.

9

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security instrument with, creating or having a priority over this Security Instrument, including but not limited to, Borrower's covenant to make payments when due. Borrower shall promptly discharge any lien which has priority over this Security Instrument (other than a senior mortgage, deed of trust or other security instrument approved by Lender at the time of origination of this Security Instrument and with respect to which Borrower complies with the provisions of the immediately preceding sentence) unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained to the amounts and for the periods that Lender requires, not to exceed the full replacement cost of the buildings and improvements on the Property. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold; Condominium; Planned Unit Developments. Unless Borrower's loan application and Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 year after the date of occupancy unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment would result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations); then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate set forth in the Note if permitted by law or, if not, at the highest lawful rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

with any consideration of quiet title in any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender and applied to the amount secured by this Security Instrument, subject to the terms of any senior mortgage, deed of trust or other security instrument. Any excess will be paid to the person legally entitled to it. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

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

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

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

12. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 12.

13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law, including the Alternative Mortgage Transaction Parity Act of 1982 and applicable regulations if the Note is a balloon payment note, Pennsylvania law and any local law that applies in the place in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. **Borrower's Copy.** Borrower acknowledges receipt of photocopy or a confirmed copy of the Note and of this Security Instrument.

15. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 12 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address in which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline; kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde.

and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

12

17. Lender's Rights if Borrower Fails to Keep Promises and Agreements. If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (E) or (F) of this paragraph 17 shall occur, then (i) if the original principal amount of the Note exceeds \$50,000, Lender may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument; or (ii) if the original principal amount of the Note is \$50,000 or less, Lender, after giving Borrower timely notice of Borrower's right to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Borrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of this evidence permitted by Rules of Court, and attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment in Full under this paragraph 17, if:

- (A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due;
- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to make any payment required by any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property, or Borrower fails to keep any other promise or agreement in any senior mortgage, deed of trust or other security instrument encumbering or affecting the Property; or
- (E) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or
- (F) Any representation made or information given to Lender by Borrower in connection with Borrower's application for the loan evidenced by the Note is false or misleading in any material respect.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Security Instrument, provided that prior to acceleration hereof or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Upon acceleration hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Any receiver shall be liable to account only for those rents actually received.

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

20. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

21. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

13



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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Other(s) [(specify)]	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

J. L. [Signature]

Ray S. Maines Jr.  
Ray S. Maines Jr.

Borrower

Witness:

J. L. [Signature]

Stacey F. Maines  
Stacey F. Maines

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: FHB Funding Corp. (PA), 1787 Soudy Parkway West, Bluebell, PA.

On behalf of the Lender, By:

J. L. [Signature]

Title: SENIOR SERVICES

COMMONWEALTH OF PENNSYLVANIA, CENTRE COUNTY

On this, July 22, 1997 before me, the undersigned officer, personally appeared Ray S. Maines Jr. and Stacey F. Maines to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My commission expires:

Jeannette K. Durnan  
Title of Officer

Notarial Seal  
Jeannette K. Durnan, Notary Public  
State College Boro, Centre County  
My Commission Expires Sept. 25, 1999  
Member, Pennsylvania Association of Notaries

AFTER RECORDING RETURN TO:

FHB Funding Corp.  
230 Old Country Road  
Suite 201  
Mincola, New York 11301  
att: recording dept.

# MORTGAGE

TO: FHB FUNDING CORP.

FROM: RAY S. MAINES JR.  
STACY S. FITZGERALD MAINES

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.

8-1-97  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:02 AM  
BY Karen L. Starck  
FEES 25.50  
Karen L. Starck, Recorder



Karen L. Starck  
Karen L. Starck  
Recorder of Deeds

MAIL TO:

FHB FUNDING CORP.

250 OLD COUNTRY ROAD SUITE 201

MINZOLA, NEW YORK 11501

Entered of Record 8-1-1997 9:02 AM Karen L. Starck, Recorder

15

## ASSIGNMENT OF MORTGAGE WITH COVENANT

KNOW THAT:  
FHB Funding Corp. (PA), with its principal place of business located at:  
250 OLD COUNTRY ROAD, SUITE 201 MINEOLA, NEW YORK 11501, Assignor  
in consideration of ONE AND 00/100 (\$1.00) dollar, and other good and valuable consideration paid by

hereby assigns unto the assignee,  
 Mortgage(Deed of Trust) (Security Ins  
 (PA) in the principal sum of thirty - one thousand two hundred and 00/100 dollars (\$31200.00) and recorded in  
 the Office of the Clerk (Recorder)(Register) of the County of Clearfield in Liber(Reel)(Book) 186 of  
 Mortgages (Deeds), at Page 289 on 8/1/97, covering premises known as: P.O. Box 166 Church St.,  
 Morrisdale, PA 16858 as more fully described in said mortgage, and also known as  
 Assessor's Parcel No: 1-567-37 HSE/MP

TOGETHER with the note described in said mortgage, and the moneys due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representatives and assigns of the Assignee forever.

AND the assignor covenants that there is now owing upon said mortgage, without offset or defense of any kind, the principal sum of thirty - one thousand two hundred and 00/100 dollars (\$31200.00 with interest thereon at 10.990% per centum per annum from 08/01/97

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of the instrument so requires.

In witness whereof the assignor has duly executed this assignment August 14, 1997.

**IN PRESENCE OF:**

**FHB FUNDING CORP.**

**ATTEST**

BY:

**Joel Hand, Chairman**

Loan No. A071897-59

State of New York, County of Nassau ss:

On August 14, 1997 before me personally came Joel Hand to me known, who, being by me duly sworn, did depose and say that he does business at 250 Old Country Road, Suite 201, Mineola, New York 11501; that he is the Chairman of FHB FUNDING CORP., the corporation described in and which executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same for and on behalf of the corporation.

**Notary**

WILLIAM D. DUFFELMAN  
Notary Public, State of New York  
No. 23 " " 1900  
Qualified in 4th Co. County  
Commission Expires January 26, 19...

RECORD AND RETURN TO:

## ASSIGNMENT OF MORTGAGE WITH COVENANT

Title Number: CF0670828

Section: 1-367-

Block: 17

Lot: 37 HSE/IMP

County/Town: Clearfield

District: 124-10

Assessor's Parcel No: 1-567-37 HSE/IMP

Prepared by & Return to E. Docking  
CondWest Corp. (702)822-5636  
3811 W. Charleston Blvd #104  
Las Vegas, NV 89102

I do certify that the precise address  
of the within named Assignee is  
2855 E. COTTONWOOD PKWY  
S.L.C., UT 84121

$$= 462353$$

RACON L. STANLEY  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200005028  
RECORDED IN  
PG 149 2000  
11-53:57 AM

CORRELING FEES - \$13.00  
LABORER  
COUNTY IMPROVEMENT \$1.00  
TAX  
CONSERVATION FUND  
PROFICIENT FUND  
STATE INVEST TAX  
TOTAL

\$13.00  
  
\$1.00  
  
\$1.00  
\$6.50  
\$15.50

## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A CONTINUED

Commitment No. CF0670828

## Legal Description

ALL that certain lot, piece or parcel of ground situate and lying in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Western side of Township Road, which is the Northeastern corner of Lot No. 36; thence along the Northern boundary line of Lot No. 36, South 63 degrees 50 minutes (63 degrees 50') West a distance of 109.50 feet to a point on the Easterly side of a private road; thence along the Easterly side of said private road North 20 degrees 31' West, 56 feet to a point; thence North 70 degrees 27' through the exact middle or center of a party wall or dividing wall of a double frame house to a distance of 103.65 feet to a point on the Westerly side of said Township Road South 27 degrees 08' East, 48.20 feet to a point and place of beginning.

PARCEL #124-Q10-567-17.

DBV. 1770, PAGE 49.

17

This commitment is invalid unless the insuring provisions and Schedules A and B are attached

Chicago Title Insurance Company

JUN. 27 97 (SAT) 14:20 COMMUNICATION No. 31 PAGE 4

VOL 20000500

Filed by & Return to E. Coaling  
West Corp. (702)822-5838  
11 W. Charleston Blvd #104  
Las Vegas, NV 89102

DEED NO.:  
AN NO.: 97C00473

PLEASE RECORD 2ND

\$31,200.00

NOTE: After having been recorded, this Assignment should be kept with the Note and Deed of Trust hereby assigned.

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to CONTIMORTGAGE CORPORATION

beneficial interest under that certain Deed of Trust dated JULY 22, 1997, executed by 338 S. Warminster Rd.  
Halboro, PA 19040


WY S. MAINES, JR. AND STACEY FETZER MAINES, Mortgagors;

8/1/97

is recorded in book 1861 Page 289 of Instrument #  
the office of the County Recorder of CLEARFIELD County, PENNSYLVANIA

SEE ATTACHED EXHIBIT "A"

Dated this 11 day of DECEMBER, 1997,  
CMG FUNDING CORP.  
A DELAWARE CORPORATION

  
CINDY MACALUSO, TREASURY MANAGER

I do certify that the precise address  
of the within named Assignee is

338 S. Warminster Rd.  
Halboro, PA 19040

*9.6.98*

18

(ACKNOWLEDGEMENT: FOR CORPORATION)  
COUNTY ss: SALT LAKE

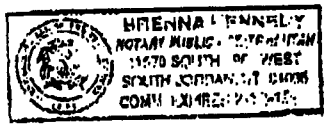
STATE OF UTAH

On this date DECEMBER 11, 1997, before me, BRENNIA KENNEDY  
A Notary Public in and for said Salt Lake County, personally appeared CINDY MACALUSO known to me to be the  
TREASURY MANAGER of CMG FUNDING CORP.,  
The Corporation that executed the within instrument, and also known to be (or proved to me on the basis of satisfactory  
evidence) to be the person who executed the within instrument, on behalf of the Corporation herein named, and  
acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

  
Notary Public in and for said County and State

My Commission Expires: 2/12/1998



247  
5462353

EXHIBIT "A"

ALL that certain lot, piece or parcel of ground situate and lying in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Western side of Township Road, which is the Northeastern corner of Lot No. 36; thence along the Northern boundary line of Lot No. 36, South 65 degrees 50 minutes (65 degrees 50') West a distance of 109.50 feet to a point on the Easterly side of a private road; thence along the Easterly side of said private road North 20 degrees 31' West, 56 feet to a point; thence North 70 degrees 27' through the exact middle or center of a party wall or dividing wall of a double frame house to a distance of 103.65 feet to a point on the Westerly side of said Township Road South 27 degrees 08' East, 48.20 feet to a point and place of beginning.

PARCEL #124-Q10-567-17.

DBV. 1770, PAGE 49.

J. STARCK  
NO RECORDER  
D COUNTY  
Ivania

IT NUMBER  
05029  
ED ON  
, 2000  
5:53 AM

ES - \$13.00

EMENT \$1.00

FUND \$1.00

AX \$0.50

\$15.50

*Montgomery*

19

THE LAW OFFICES OF  
BARBARA A. FEIN, P.C.

NEW JERSEY OFFICE  
905 North Kings Highway  
Cherry Hill, NJ 08034-1569  
(856) 596-5552

Barbara A. Fein, Esquire  
Kristen J. DiPaolo, Esquire  
*Members of Pennsylvania  
and New Jersey Bars*

425 Commerce Drive  
Suite 100  
Fort Washington, PA 19034

(215) 653-7450

FAX: (215) 653-7454

June 14, 2002

PITTSBURGH OFFICE  
110 Atwood Street, PMB No. 680  
Pittsburgh, PA 15213  
(412) 361-8286

File No. 02-7795

PHONE EXT. 115  
E-Mail Address: [SPeck@Lobaf.com](mailto:SPeck@Lobaf.com)

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

Ray S. Maines Jr.  
P.O. Box 166, Church Street  
Morrisdale, PA 16858

Stacey Fetzer-Maines  
P.O. Box 166, Church Street  
Morrisdale, PA 16858

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

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

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

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

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



HOMEOWNER'S NAME(S): Ray S. Maines Jr. and Stacey Fetzer-Maines  
PROPERTY ADDRESS: P.O. Box 166, Church Street  
Morrisdale, within Clearfield County, PA 16858  
LOAN SERVICER: FAIRBANKS CAPITAL CORP.  
LOAN NO. 2054623539

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**  
**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE**  
**YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE**  
**MORTGAGE PAYMENTS.**

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

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

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

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

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

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



**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

**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.

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: P.O. Box 166, Church Street, the Township of Morrisdale, within Clearfield County, PA 16858 IS SERIOUSLY IN DEFAULT because:

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

Payments of **\$337.76** per month  
due from February 1, 2002, through the date of this letter  
(a total of 5 months) and each month thereafter. **\$1,688.80**

Late Charges due and owing through  
date of this letter and each month thereafter. **59.36**

Non-Sufficient Funds (NSF) / Return Check Fees **15.00**

Other: **10.93**

Suspense Credit **<9.56>**

**TOTAL AMOUNT DUE: \$1,783.65**

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,783.65, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: THE LAW OFFICES OF BARBARA A. FEIN, P.C., 425 Commerce Drive, Suite 100, Fort Washington, PA 19034.**

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

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

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

**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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

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

**HOW TO CONTACT THE LENDER:** Attorney Representing Lender:

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
Phone: (215) 653-7450 / Fax: (215) 653-7454  
Contact Person: Kristen J. DiPaolo, Esquire

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

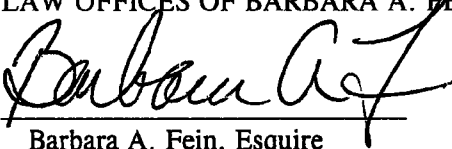
- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY:**

**See attached list**

Sincerely,

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY:   
Barbara A. Fein, Esquire  
Attorney for Plaintiff

BAF:knb

cc: Fairbanks Capital Corp. / ATTN: Scott Thomas  
Loan Reference No. 2054623539

**SENT BY CERTIFICATE OF REGULAR MAILING  
AND BY CERTIFIED MAIL RECEIPT NO. 7099 3220 0008 3117 4006 and  
7099 3220 0008 3117 4020**

**CLEARFIELD COUNTY**  
**HEMAP Counseling Agency List as of 2/7/02**

**CCCS of Northeastern PA**  
**208 W. Hamilton Ave,**  
**State College, PA 16801**  
**(814) 238-3668**

**CCCS of Western PA**  
**219-A College Park Plaza**  
**Johnstown, PA 15904**  
**888-599-2227 ext 108**

**CCCS of Western PA, Inc.**  
**217 E. Plank Road**  
**Altoona, PA 16602**  
**888-599-2227 ext 108**

**Indiana Co. Community Action Program**  
**827 Water Street**  
**Indiana, PA 15701**  
**(724) 465-2657**

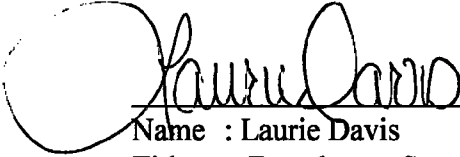
**Keystone Economic Development Corp.**  
**1954 Mary Grace Lane**  
**Johnstown, PA 15901**  
**8145356556**

### VERIFICATION

The undersigned, an officer of Fairbanks Capital Corp. the instant Plaintiff, or its servicing agent, being authorized to make this Verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are taken from the records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Dated: 7/19/02

  
Name : Laurie Davis  
Title : Foreclosure Specialist  
Company: Fairbanks Capital Corp.

FILED  
M/2:37 PM  
JUL 30 2002  
2CC Sheriff  
Duty pd.

William A. Shaw  
Prothonotary

2007 JUL 30

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

Sheriff Docket # 12850

**MANUFACTURERS & TRADERS TRUST COMPANY**

**02-1184-CD**

**VS.**

**MAINES, RAY S. JR. & STACEY FETZER-MAINES**

**COMPLAINT IN MORRTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW AUGUST 1, 2002 AT 9:58 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RAY S. MAINES JR., DEFENDANT AT RESIDENCE, 149 DEER CREEK ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RAY S. MAINES JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO**

**NOW AUGUST 1, 2002 AT 9:58 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STACEY FETER-MAINES, DEFENDANT AT RESIDENCE, 149 DEER CREEK ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RAY S. MAINES JR. HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO**

**Return Costs**

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

**FILED**

**AUG 29 2002**  
**0/9:05 BA**  
**William A. Shaw**  
**Prothonotary**

**Sworn to Before Me This**

**29 Day Of August 2002**  
**William A. Shaw**

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

**So Answers,**

**Chester A. Hawkins**  
**by Marilyn Hamr**  
**Chester A. Hawkins**  
**Sheriff**

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Barbara A. Fein, Esquire / I.D. No. 53002  
Kristen J. DiPaolo, Esquire / I.D. No. 79992  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450  
Attorneys for Plaintiff

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for Securitization Series  
1998-1, Agreement Dated 03-01-98, By and  
Through its Loan Servicing Agent, Fairbanks  
Capital Corp.,  
Plaintiff,

v.

RAY S. MAINES JR. and  
STACEY FETZER-MAINES,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

**FILED**

OCT 01 2002

William A. Shaw  
Prothonotary

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

Kindly enter judgment for \$35189.30 in favor of the Plaintiff, Manufacturers & Traders Trust Company, Trustee for Securitization Series 1998-1, Agreement dated 03-01-98, By and Through its Loan Servicing Agent, Fairbanks Capital Corp., and against the Defendant, Ray S. Maines Jr. and Stacey Fetzer-Maines for failure to file an Answer to Plaintiff's Complaint in Mortgage Foreclosure within twenty (20) days from service thereof and assess Plaintiff's damages as follows and calculated from those set forth in the Complaint.

Principal balance of mortgage	\$30,284.87
Interest due and owing at the rate of 10.99% calculated from the default date through October 1, 2002	1924.23
Late Charges due and owing under the Note in accordance with the Mortgage Instrument	59.36
Escrow Advances made by Plaintiff Mortgagee on behalf of Defendant mortgage account	376.55
Corporate Advances and other fees as a recoverable expense under the mortgage terms	715.05
Non-Sufficient Fund NSF	15.00
Court Costs and fees	300.00
Attorneys' fees	1,514.24

**TOTAL IN REM JUDGMENT TO BE ENTERED**

**\$35,189.30**



**TOTAL IN REM JUDGMENT TO BE ENTERED**

**\$35,189.30**

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: Barbara A. Fein  
Barbara A. Fein, Esquire

AND NOW, judgment is entered in favor of the Plaintiff, Manufacturers & Traders Trust Company, Trustee for Securitization Series 1998-1, Agreement dated 03-01-98, By and Through its Loan Servicing Agent, Fairbanks Capital Corp. and against the Defendant, Ray S. Maines Jr. and Stacey Fetzer-Maines, and damages are assessed as above in the sum of \$35,189.30.

[Signature]  
Pro. Prothonotary

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Barbara A. Fein, Esquire / I.D. No. 53002  
Kristen J. DiPaolo, Esquire / I.D. No. 79992  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450  
Attorneys for Plaintiff

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for Securitization  
Series 1998-1, Agreement dated  
03-01-98, By and Through its Loan  
Servicing Agent, Fairbanks  
Capital Corp.,  
Plaintiff,

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184- CD

v.

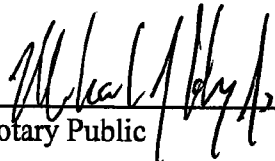
RAY S. MAINES JR. and  
STACEY FETZER MAINES,  
Defendant(s).

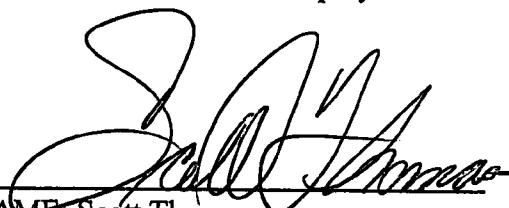
AFFIDAVIT OF NON-MILITARY SERVICE

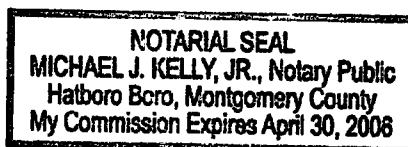
COMMONWEALTH OF PENNSYLVANIA :  
: S.S.:  
COUNTY OF MONTGOMERY :

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein named and that the above named Defendants are not in the Military or Naval Service of the United States of America or its Allies as defined under the Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the age and last known residence and employment of each Defendant are as follows:

Sworn to and subscribed  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2002.

  
Notary Public

  
NAME: Scott Thomas  
TITLE: Foreclosure Specialist  
COMPANY: Fairbanks Capital Corp.



THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Barbara A. Fein, Esquire / I.D. No. 53002  
Kristen J. DiPaolo, Esquire / I.D. No. 79992  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450  
Attorneys for Plaintiff

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for Securitization Series  
1998-1, Agreement Dated 03-01-98, By and  
Through its Loan Servicing Agent, Fairbanks  
Capital Corp.,

Plaintiff,

v.

RAY S. MAINES JR. and STACEY  
FETZER-MAINES,

Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

ADDENDUM TO AFFIDAVIT OF NON-MILITARY SERVICE

Defendant : Ray S. Maines Jr.  
Age : Over 18  
Residence : 149 Deer Creek Road, Morrisdale, PA 16858  
Employment : Unknown

Defendant : Stacey Fetzer-Maines  
Age : Over 18  
Residence : 149 Deer Creek Road, Morrisdale, PA 16858  
Employment : Unknown

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Barbara A. Fein, Esquire / I.D. No. 53002  
Kristen J. DiPaolo, Esquire / I.D. No. 79992  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450  
Attorneys for Plaintiff

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for Securitization Series  
1998-1, Agreement Dated 03-01-98, By and  
Through its Loan Servicing Agent, Fairbanks  
Capital Corp.,  
Plaintiff,

v.

RAY S. MAINES JR. and  
STACEY FETZER-MAINES,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

CERTIFICATION OF MAILING OF NOTICE UNDER PA. RCP RULE 237.1

The undersigned hereby certifies that a written Notice of Intention to File a Praecipe for the Entry of Default Judgment was mailed to the Defendant(s) and/or to their legal counsel of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of the Praecipe. Said Notice was sent on the date set forth in the appended copy of the Notice, sent as stated.

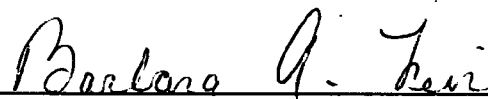
Ray S. Maines Jr.  
149 Deer Creek Road  
Morrisdale, PA 16858

Stacey Fetzer-Maines  
149 Deer Creek Road  
Morrisdale, PA 16858

Dated: September 5, 2002

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY:



Barbara A. Fein, Esquire  
Attorney for Plaintiff  
Attorney I.D. No. 53002

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Barbara A. Fein, Esquire / I.D. No. 53002  
Kristen J. DiPaolo, Esquire / I.D. No. 79992  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450  
Attorneys for Plaintiff

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for Securitization Series  
1998-1, Agreement Dated 03-01-98, By and  
Through its Loan Servicing Agent, Fairbanks  
Capital Corp.,  
Plaintiff,

v.

RAY S. MAINES JR. and  
STACEY FETZER-MAINES,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

NOTICE OF INTENTION TO TAKE DEFAULT UNDER PA. RCP RULE 237.1

IMPORTANT NOTICE

You are in default because you have failed to take action required of you in this case. Unless you act within ten (10) days from the date of this notice as set forth below, 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:

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16380

(814) 765-2641

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este case. Al no tomar la accion debida dentro de un termino de diez (10) dias de la fecha de esta notificacion, el tribuna podra, sin necesidad de compararecer usted in corte o escuchar preuba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir assitencia legal:

Raymond L. Billotte, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16380

(814) 765-2641

Date of Notice: September 5, 2002

PERSONS SERVED:

Ray S. Maines Jr.  
149 Deer Creek Road  
Morrisdale, PA 16858

Stacey Fetzner-Maines  
149 Deer Creek Road  
Morrisdale, PA 16858

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: Barbara A. Fein  
Barbara A. Fein, Esquire  
Attorney for Plaintiff  
Attorney I.D. No. 53002

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Barbara A. Fein, Esquire / I.D. No. 53002  
Kristen J. DiPaolo, Esquire / I.D. No. 79992  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450  
Attorneys for Plaintiff

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for Securitization Series  
1998-1, Agreement Dated 03-01-98, By and  
Through its Loan Servicing Agent, Fairbanks  
Capital Corp.,  
Plaintiff,

v.

RAY S. MAINES JR. and  
STACEY FETZER-MAINES,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

#### CERTIFICATION OF ADDRESS

I, Barbara A. Fein, Esquire, Attorney for the Plaintiff, Manufacturers & Traders Trust Company, Trustee for Securitization Series 1998-1, Agreement dated 03-01-98, By and Through its Loan Servicing Agent, Fairbanks Capital Corp., hereby certify that the Plaintiff's correct address is 338 South Warminster Road, P.O. Box 1900, Hatboro, PA 19040, and the last known address of each Defendant is as below.

Ray S. Maines Jr.  
149 Deer Creek Road  
Morrisdale, PA 16858

Stacey Fetzer-Maines  
149 Deer Creek Road  
Morrisdale, PA 16858

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: Barbara A. Fein  
Barbara A. Fein, Esquire  
Attorney for Plaintiff

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Barbara A. Fein, Esquire / I.D. No. 53002  
Kristen J. DiPaolo, Esquire / I.D. No. 79992  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450  
Attorneys for Plaintiff

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for Securitization Series  
1998-1, Agreement Dated 03-01-98, By and  
Through its Loan Servicing Agent, Fairbanks  
Capital Corp.,  
Plaintiff,

v.

RAY S. MAINES JR. and  
STACEY FETZER-MAINES,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

CERTIFICATE OF SERVICE

I, Barbara A. Fein, Esquire, Attorney for the Plaintiff, Manufacturers & Traders Trust Company, Trustee for Securitization Series 1998-1, Agreement dated 03-01-98, By and Through its Loan Servicing Agent, Fairbanks Capital Corp., hereby certify that I have served a true and correct copy of the appended mortgage foreclosure pleadings/papers upon the following parties at the last known address and/or upon an attorney of record, as noted:

Ray S. Maines Jr.  
149 Deer Creek Road  
Morrisdale, PA 16858

Stacey Fetzer-Maines  
149 Deer Creek Road  
Morrisdale, PA 16858

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: Barbara A. Fein  
Barbara A. Fein, Esquire  
Attorney for Plaintiff



OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Court House

230 East Market Street  
Clearfield, PA 16380

WILLIAM SHAW, PROTHONOTARY

TO: Ray S. Maines Jr.  
149 Deer Creek Road,  
Morrisdale, PA 16858

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for Securitization Series  
1998-1, Agreement Dated 03-01-98, By and  
Through its Loan Servicing Agent, Fairbanks  
Capital Corp.,  
Plaintiff,

v.

RAY S. MAINES JR. and  
STACEY FETZER-MAINES,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

NOTICE

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

WILLIAM SHAW, PROTHONOTARY

[XX] Judgment by Default entered

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

BARBARA A. FEIN, ESQUIRE AT (215) 653-7450.

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Court House

230 East Market Street  
Clearfield, PA 16380

WILLIAM SHAW, PROTHONOTARY

TO: Stacey Fetzer-Maines  
149 Deer Creek Road,  
Morrisdale, PA 16858

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for Securitization Series  
1998-1, Agreement Dated 03-01-98, By and  
Through its Loan Servicing Agent, Fairbanks  
Capital Corp.,  
Plaintiff,

v.

RAY S. MAINES JR. and  
STACEY FETZER-MAINES,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

NOTICE

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

WILLIAM SHAW, PROTHONOTARY

[XX] Judgment by Default entered

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

BARBARA A. FEIN, ESQUIRE AT (215) 653-7450.

FILED

OCT 01 2002

M/2110/MS  
William A. Shaw  
Prothonotary

*(Signature)*

NOTICE + CERT MAILING  
TO DEFTS

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

Manufacturers & Traders Trust Company  
Plaintiff(s)

No.: 2002-01184-CD

Real Debt: \$35189.30

Atty's Comm:

Vs.

Costs: \$

Int. From:

Ray S. Maines Jr.  
Stacey Fetzer-Maines  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 1, 2002

Expires: October 1, 2007

Certified from the record this October 1, 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

**COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD**

**MANUFACTURERS & TRADERS  
TRUST COMPANY, Trustee for  
Securitization Series 1998-1, Agreement  
Dated 03-01-98, By and Through its  
Loan Servicing Agent, Fairbanks  
Capital Corp.,  
Plaintiff,**

**COURT OF COMMON PLEAS**

**NO. 02-1184-CD**

**FILED**

**DEC 10 2002**

**RAY S. MAINES JR. and STACEY  
FETZER-MAINES,  
Defendant(s).**

**William A. Shaw  
Prothonotary**

**PRAECIPE TO ISSUE WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**TO THE PROTHONOTARY:**

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County, against RAY S. MAINES JR. and STACEY FETZER-MAINES, Defendant(s), and real property situated at P.O. Box 166, Church Street, Morrisdale, within the Township of Morris, Clearfield County, Pennsylvania 16858.

**AMOUNT DUE** **\$35,189.30**

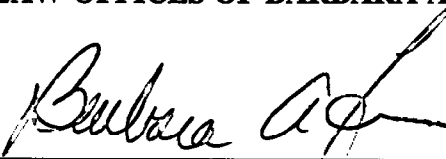
**INTEREST FROM October 1, 2002  
Through \_\_\_\_\_, 2003**

**COSTS TO BE ADDED**

*Prothonotary costs* \$ 120.00

**THE LAW OFFICES OF BARBARA A. FEIN, P.C.**

**BY:**

  
**Barbara A. Fein, Esquire  
Attorney I.D. No. 53002  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450**

Premises: PO BOX 166 CHURCH STREET, TOWNSHIP OF MORRIS  
CLEARFIELD COUNTY  
PA

DESCRIPTION

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

BEGINNING at a point on the Western side of Township Road, which is the Northeastern corner of Lot No. 36; thence along the Northern boundary line of Lot No. 36, South 65 degrees 50 minutes (65° 50') West a distance of 109.50 feet to a point on the Easterly side of a private road; thence along the Easterly side of said private road North 20° 31' West 56 feet to a point; thence North 70° 27' through the exact middle or center of a party wall or dividing wall of a double frame house to a distance of 103.65 feet to a point on the Westerly side of said Township Road South 27° 08' East 48.20 feet to a point and place of beginning.

Tax Parcel #Q10-567-17

TITLE TO SAID PREMISES IS VESTED IN Stacey Fetzer-Maines and Ray S. Maines, Jr., her husband by Deed from Margaret Arlean Donohue dated 6/24/1996 and recorded 7/1/1996 in Deed Book Volume 1770, Page 45.

FILED

Atty. pd.

M/2:13 84

2000

DEC 10 2002

1 CC & 6 units to SHFF

William A. Shaw  
Prothonotary

WAS  
R25

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)  
Pa. R.C.P. 3180 to 3183 and RULE 3257

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for  
Securitization Series 1998-1,  
Agreement Dated 03-01-98, By  
and Through its Loan Servicing  
Agent, Fairbanks Capital  
Corp.,

Plaintiff,

v.

RAY S. MAINES JR. and  
STACEY FETZER-MAINES,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

Commonwealth of Pennsylvania  
County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above  
captioned matter, you are directed to levy upon and sell the  
following described real property (specifically described below):

Real property situated at:

P.O. Box 166, Church Street, Morrisdale, with the Township  
of Morris, Clearfield County, Pennsylvania 16858

Tax Parcel Identification Number: Q10-567-17

Currently title holder(s):

Stacey Fetzer-Maines and Ray S. Maines, Jr.

AMOUNT DUE . . . . . \$35,189.30

INTEREST FROM October 1, 2002

Through \_\_\_\_\_, 2003 . . . \$ \_\_\_\_\_

TOTAL . . . . . \$ \_\_\_\_\_

Plus costs  
as endorsed.

*Prothonotary Costs* 120.00

\_\_\_\_\_  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated: December 10, 2002

BY:

(SEAL)

Deputy



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Court of Common Pleas No. 02-1184-CD

MANUFACTURERS & TRADERS TRUST COMPANY,  
Trustee for Securitization Series 1998-1,  
Agreement Dated 03-01-98, By and Through its  
Loan Servicing Agent, Fairbanks Capital  
Corp.,  
Plaintiff,

v.

RAY S. MAINES JR. and STACEY FETZER-MAINES,  
Defendant(s).

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

REAL DEBT \$35,189.30

INTEREST FROM  
October 1, 2002 Through \$  
\_\_\_\_\_, 2003 \$

COSTS PAID:

PROTHY \$ 120.00

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY \$

PREMISES:

P.O. Box 166, Church Street, Morrisdale,  
Within the Township of Morris,

Clearfield County, PA 16858

*Barbara A. Fein*  
Barbara A. Fein, Esquire  
Attorney for Plaintiff

425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450

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

Sheriff Docket # 13589

**MANUFACTURERS & TRADERS ET AL**

**02-1184-CD**

**VS.**

**MAINES, RAY S., JR.**

**WRIT OF EXECUTION REAL ESTATE**

**FILED**

019:18-301  
OCT 14 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF RETURNS**

**NOW, FEBRUARY 4, 2003 @ 2:05 P.M. O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE  
AND TIME.**

**A SALE DATE OF APRIL 4, 2003 WAS SET.**

**NOW, FEBRUARY 4, 2003 @ 2:05 P.M. O'CLOCK SERVED RAY S. MAINES, JR.  
DEFENDANT, AT HIS RESIDENCE 149 DEER CREEK ROAD, MORRISDALE,  
CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RAY S. MAINES, JR,  
DEFENDANT, A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION, NOTICE  
OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS  
THEREOF.**

**NOW, FEBRUARY 4, 2003 @ 2:05 P.M. O'CLOCK SERVED STACEY FETZER-MAINES,  
DEFENDANT, AT HER RESIDENCE, 149 DEER CREEK ROAD, MORRISDALE,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RAY S. MAINES, JR.  
HUSBAND/DEFENDANT, A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION  
NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE  
CONTENTS THEREOF.**

**JANUARY 31, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF ATTORNEY  
TO STAY THE SHERIFF SALE SCHEDULED FOR APRIL 4, 2003.**

**NOW, FEBRUARY 11, 2003 CANCELED THE ADVERTISING FOR THE SHERIFF SALE.**

**NOW, OCTOBER 13, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF  
THE UNUSED ADVANCE TO THE ATTORNEY.**

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

Sheriff Docket # 13589

MANUFACTURERS & TRADERS ET AL

02-1184-CD

VS.

MAINES, RAY S., JR.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, OCTOBER 14, 2003 RETURN WRIT AS NO SALE HELD THE PLAINTIFF'S  
ATTORNEY STAYED THE SALE AND THE TIME EXPIRED.

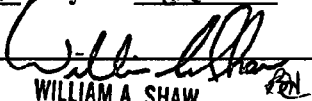
SHERIFF HAWKINS \$179.79

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

14<sup>th</sup> Day Of Oct. 2003

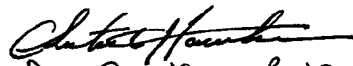
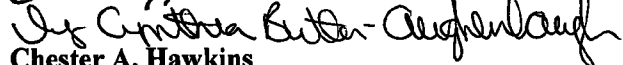


WILLIAM A. SHAW

Prothonotary

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

So Answers,

Chester A. Hawkins

Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)  
Pa. R.C.P. 3180 to 3183 and RULE 3257

MANUFACTURERS & TRADERS TRUST  
COMPANY, Trustee for  
Securitization Series 1998-1,  
Agreement Dated 03-01-98, By  
and Through its Loan Servicing  
Agent, Fairbanks Capital  
Corp.,

Plaintiff,

v.

RAY S. MAINES JR. and  
STACEY FETZER-MAINES,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 02-1184-CD

Commonwealth of Pennsylvania  
County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above  
captioned matter, you are directed to levy upon and sell the  
following described real property (specifically described below):

Real property situated at:

P.O. Box 166, Church Street, Morrisdale, with the Township  
of Morris, Clearfield County, Pennsylvania 16858

Tax Parcel Identification Number: Q10-567-17

Currently title holder(s):

Stacey Fetzer-Maines and Ray S. Maines, Jr.

AMOUNT DUE . . . . . \$35,189.30

INTEREST FROM October 1, 2002

Through \_\_\_\_\_, 2003 . . . \$ \_\_\_\_\_

TOTAL . . . . . \$ \_\_\_\_\_

Plus costs  
as endorsed.

Prothonotary Costs 120.00  
*William L. Shanahan*

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated: December 10, 2002

Received 12-11-02 @ 1:30 P.M. BY:  
(SEAL) *Charles A. Kaufman*  
*By Cynthia Butler Kaufman*

Deputy

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Court of Common Pleas No. 02-1184-CD

MANUFACTURERS & TRADERS TRUST COMPANY,  
Trustee for Securitization Series 1998-1,  
Agreement Dated 03-01-98, By and Through its  
Loan Servicing Agent, Fairbanks Capital  
Corp., Plaintiff,

v.

RAY S. MAINES JR. and STACEY FETZER-MAINES,  
Defendant(s).

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

REAL DEBT \$35,189.30

INTEREST FROM

October 1, 2002 Through  
\_\_\_\_\_, 2003 \$

COSTS PAID:

PROTHY \$ 120.00

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY \$

PREMISES:

P.O. Box 166, Church Street, Morrisdale,  
Within the Township of Morris,

Clearfield County, PA 16858

*Barbara A. Fein*  
Barbara A. Fein, Esquire  
Attorney for Plaintiff  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450

# **REAL ESTATE SALE SCHEDULE OF DISTRIBUTION**

NAME MAINES NO. 02-1184-CD

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

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

and made the following

## **SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	8.45
LEVY	15.00
MILEAGE	8.45
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	8.45
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>179.79</b>

## **DEED COSTS:**

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

## **DEBIT & INTEREST:**

DEBT-AMOUNT DUE	35,189.30
INTEREST FROM 10/01/02	
TO BE ADDED TO SALE DATE	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>35,189.30</b>

## **COSTS:**

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	
LATE CHARGES & FEES	
TAXES - collector	
TAXES - tax claim	
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	
FORECLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	179.79
LEGAL JOURNAL AD	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	120.00
MORTGAGE SEARCH	
SATISFACTION FEE	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>299.79</b>

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

CHESTER A. HAWKINS, Sheriff

THE LAW OFFICES OF  
BARBARA A. FEIN, P.C.

NEW JERSEY OFFICE  
905 North Kings Highway  
Cherry Hill, NJ 08034-1569

(856) 596-5562

Barbara A. Fein, Esquire  
Kristen J. DiPaola, Esquire

Members of Pennsylvania  
and New Jersey Bars

425 Commerce Drive  
Suite 100  
Fort Washington, PA 19034

(215) 653-7450

FAX: (215) 653-7454

January 31, 2003

PITTSBURGH OFFICE  
110 Alwood Street, PMB #680  
Pittsburgh, PA 15213

(412) 361-8286

File No. 02-7795

PLEASE RESPOND TO OUR  
FORT WASHINGTON OFFICE

PHONE EXT. 121  
E-Mail Address:  
JessicaM@lobaf.com

Clearfield County Sheriff's Department  
Real Estate Division  
VIA FAX (814) 765-6089

Re: Manufacturers & Traders Trust Company, Trustee for Securitization Series  
1998-1, Agreement dated 03-01-98, By and Through its Loan Servicing  
Agent, Fairbanks Capital Corp. v. Ray S. Maines Jr. and Stacey Fetzer-Maines  
Clearfield County Court of Common Pleas Docket No. 02-1184-CD  
P.O. Box 166, Church Street, Morrisdale, Township of Morris,

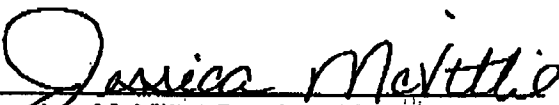
Dear Sir/Madam:

Kindly stay the above referenced Sheriff's Sale scheduled for April 4, 2003 at 10:00AM  
and announce same at the sale. Thank you for your assistance in this matter. If you  
have any questions, please do not hesitate to call.

Sincerely,

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY:

  
Jessica McVittie, Paralegal to  
Barbara A. Fein, Esquire