

02-1424-CD  
BANK OF NEW YORK AS TRUSTEE FOR CHABS VS. DAVID R. SMITH

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQ., Id. No. 12248  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.  
8201 GREENSBORO DRIVE  
SUITE 350  
MCLEAN, VA 22102

Plaintiff

v.

DAVID R. SMITH  
PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

Defendant(s)

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

**NOTICE**

**\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, 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. \*\***

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.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

ATTORNEY FOR PLAINTIFF  
  
COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM

NO. 02-1424-CD

CLEARFIELD COUNTY

SEP 11 1 33 PM '02  
JUDICIAL  
DEPT. OF  
CLEARFIELD COUNTY

**FILED**

SEP 13 2002

William A. Shaw  
Prothonotary

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE  
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),  
DEFENDANT(S) MAY DISPUTE THE VALIDITY  
OF THE DEBT OR ANY PORTION THEREOF. IF  
DEFENDANT(S) DO SO IN WRITING WITHIN  
THIRTY (30) DAYS OF RECEIPT OF THIS  
PLEADING, COUNSEL FOR PLAINTIFF WILL  
OBTAIN AND PROVIDE DEFENDANT(S) WITH  
WRITTEN VERIFICATION THEREOF;  
OTHERWISE, THE DEBT WILL BE ASSUMED TO  
BE VALID. LIKEWISE, IF REQUESTED WITHIN  
THIRTY (30) DAYS OF RECEIPT OF THIS  
PLEADING, COUNSEL FOR PLAINTIFF WILL  
SEND DEFENDANT(S) THE NAME AND ADDRESS  
OF THE ORIGINAL CREDITOR, IF DIFFERENT  
FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT  
UNTIL THE END OF THE THIRTY (30) DAY  
PERIOD FOLLOWING FIRST CONTACT WITH  
YOU BEFORE SUING YOU TO COLLECT THIS  
DEBT. EVEN THOUGH THE LAW PROVIDES  
THAT YOUR ANSWER TO THIS COMPLAINT IS  
TO BE FILED IN THIS ACTION WITHIN TWENTY  
(20) DAYS, YOU MAY OBTAIN AN EXTENSION  
OF THAT TIME. FURTHERMORE, NO REQUEST  
WILL BE MADE TO THE COURT FOR A  
JUDGMENT UNTIL THE EXPIRATION OF  
THIRTY (30) DAYS AFTER YOU HAVE RECEIVED  
THIS COMPLAINT. HOWEVER, IF YOU  
REQUEST PROOF OF THE DEBT OR THE NAME  
AND ADDRESS OF THE ORIGINAL CREDITOR  
WITHIN THE THIRTY (30) DAY PERIOD THAT  
BEGINS UPON YOUR RECEIPT OF THIS  
COMPLAINT, THE LAW REQUIRES US TO  
CEASE OUR EFFORTS (THROUGH LITIGATION  
OR OTHERWISE) TO COLLECT THE DEBT  
UNTIL WE MAIL THE REQUESTED  
INFORMATION TO YOU. YOU SHOULD  
CONSULT AN ATTORNEY FOR ADVICE  
CONCERNING YOUR RIGHTS AND  
OBLIGATIONS IN THIS SUIT.**

1. Plaintiff is

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.  
8201 GREENSBORO DRIVE  
SUITE 350  
MCLEAN, VA 22102

2. Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

COUNTRYWIDE HOME LOANS, INC.  
7105 CORPORATE DRIVE  
PTX-B35  
PLANO, TX 75024

3. The name(s) and last known address(es) of the Defendant(s) are:

DAVID R. SMITH  
PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

4. On 9/24/01 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to DECISION ONE MORTGAGE COMPANY, LLC which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200115319. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
5. The premises subject to said mortgage is described as attached.
6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 3/28/02 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$52,085.12
Interest	2,276.95
2/28/02 through 8/1/02 (Per Diem \$14.69)	
Attorney's Fees	1,000.00
Cumulative Late Charges	185.52
9/24/01 to 8/1/02	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$56,097.59
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	<u>\$ 0.00</u>
<b>TOTAL</b>	<b>\$56,097.59</b>

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.00.
10. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c.
11. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants;
  - or
  - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$56,097.59, together with interest from 8/1/02 at the rate of \$14.69 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

By:   
/s/Francis S. Hallinan

FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

ALL that certain piece or parcel of ground with all buildings situate thereon in the Village of Hawk Run, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEGINNING at a point on the land of Eugene Primat and his wife, Eliza Primat, thence running in a Westerly direction along the land of the said Eugene Primat a distance of one hundred and four (104) feet to the land of Lizzie Primat; thence in a Northerly direction along the line of Lizzie Primat a distance of ninety-two (92) feet; thence in an Easterly direction a distance of one hundred and four (104) feet to a corner of land of Lizzie Primat and John Bucer; thence along said land in a Southerly direction a distance of ninety-two (92) feet and the place of beginning. It being part of a lot of land and known originally as Lot No. 13 in the plot or plan of lots in what was known as the Village of Ashcroft (now Hawk Run).

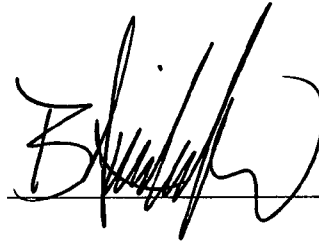
TOGETHER with the use of a four (4) foot alley situate between the line of lands now or formerly of John Shouy and the line of lands now or formerly of Eugene and Eliza Primat.

EXCEPTING AND RESERVING all exceptions and reservations as are contained in prior deeds of record.

PREMISES BEING ON: PO BOX 11 SEYMOUR STREET

VERIFICATION

BRANDON SCIUMBATO hereby states that he is VICE PRESIDENT of COUNTRYWIDE HOME LOANS, INC. mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'B. Sciumbato', is written over a horizontal line.

DATE: 8/30/02

FILED

SEP 13 2002

*WAS*  
William A. Shaw  
Prothonotary

*Atty pd.*  
*0 88.00*  
*1 cc Shff*



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

Sheriff Docket # 13047

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS NIC

02-1424-CD

VS.

SMITH, DAVID R.

COMPLAINT IN MORTGAGE FORECLOSURE

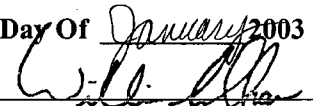
**SHERIFF RETURNS**

NOW OCTOBER 10, 2002 AT 4:54 PM DST SERVED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE ON DAVID R. SMITH, DEFENDANT AT RESIDENCE,  
PO BOX 11, SEYMOUR ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING TO DAVID R. SMITH A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE  
CONTENTS THEREOF.  
SERVED BY: NEVLING



**Return Costs**


Cost	Description
53.47	SHFF. HAWKINS PD. BY ATTY
10.00	SURCHARGE PD. BY ATTY

Sworn to Before Me This

17th Day Of January 2003  


So Answers,

  
by   
Chester A. Hawkins  
Sheriff

 **FILED**  
D 2:03 PM ncc  
JAN 17 2003

William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN, L.L.P.  
BY: FRANK FEDERMAN, ESQUIRE  
Identification No. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BLVD. STE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: No. 02-1424-CD  
:  
:  
:  
:  
:  
:  
:  
:  
:

Plaintiff

Vs.

DAVID R. SMITH

Defendant(s)

**SUGGESTION OF RECORD CHANGE**  
**RE: PLAINTIFF'S NAME**

TO THE PROTHONOTARY:

FRANK FEDERMAN, ESQUIRE, attorney for the Plaintiff, hereby certifies that, to the best of his knowledge, information and belief the plaintiff' was erroneously listed in the complaint as:

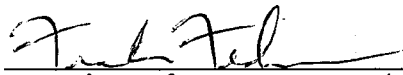
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

The correct name for the Plaintiff is:

BANK OF NEW YORK,  
AS TRUSTEE FOR CWABS 2002-BC1 TRUST

Kindly change the information on the docket.

Date: January 29, 2003

  
Frank Federman, Esquire  
Attorney for Plaintiff

**FILED**

FEB 18 2003

William A. Shaw  
Prothonotary

FILED

NO cc

2011 4 28 21  
FEB 18 2003

William A. Shaw  
Prothonotary

*[Signature]*

FEB 18 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1  
700 SOUTH FLOWER, 2ND FLOOR  
LOS ANGELES, CA 90071

No.: 02-1424-CD

vs.

DAVID R. SMITH  
PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against DAVID R. SMITH , Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$56,097.59
Interest (8/1/02 to 4/21/03)	<u>3,878.16</u>

<b>TOTAL</b>	<b>\$59,975.75</b>
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I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 4/28/03

  
PRO PROTHY

SZB

**FILED**

APR 28 2003

William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN

BY: FRANK FEDERMAN, ESQUIRE

Attorney for Plaintiff

Identification No. 12248

1617 John F. Kennedy Boulevard Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

: COURT OF COMMON PLEAS

: CIVIL DIVISION

Plaintiff

vs.

: CLEARFIELD COUNTY

DAVID R. SMITH

: NO. 02-1424-CD

Defendant(s)

TO: DAVID R. SMITH  
PO BOX 11, SEYMOUR STREET  
HAWK RUN, PA 16840

FILE COPY

DATE OF NOTICE: OCTOBER 31, 2002

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 AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR

CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD, PA 16830

(814) 765-2641



Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP

By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

BANK OF NEW YORK, AS TRUSTEE FOR

CWABS 2002-BC1

CLEARFIELD COUNTY

No.: 02-1424-CD

vs.

DAVID R. SMITH

**VERIFICATION OF NON-MILITARY SERVICE**

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, DAVID R. SMITH, is over 18 years of age, and resides at PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840 .

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN, ESQUIRE

**FILED**

1002 Notice  
to Def

APR 28 2003

Statement to  
Atty

William A. Shaw  
Prothonotary

Atty pt. 20.00

*[Signature]*

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

Plaintiff

No.: 02-1424-CD

vs.

DAVID R. SMITH

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on April 28, 2003.

By: Will. L. L. L. DEPUTY

If you have any questions concerning this matter please contact:

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney or Party Filing  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

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



COPY

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

Bank of New York, as Trustee For CWAB  
2002-BC-1 Tt  
Plaintiff(s)

No.: 2002-01424-CD

Real Debt: \$59,975.75

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

David R. Smith  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 28, 2003

Expires: April 28, 2008

Certified from the record this 28th day of April, 2003.

\_\_\_\_\_  
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

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

**BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1**

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

**vs.**

**No. 02-1424-CD**

**DAVID R. SMITH**

**PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due

\$59,975.75

Interest from 4/21/03 to  
Date of Sale (\$9.86 per diem)

\_\_\_\_\_ and Costs.

*Prothonotary costs*

*120.00*

*Frank Federman*

Frank Federman, Esquire

Attorney for Plaintiff

One Penn Center at Suburban Station

1617 John F. Kennedy Blvd., Suite 1400

Philadelphia, PA 19103-1814

Note: Please attach description of Property.

SZB

**FILED**

**APR 28 2003**

**William A. Shaw  
Prothonotary**

No. 02-1424-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

vs.

DAVID R. SMITH

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Frank H. Homan  
Attorney for Plaintiff(s)

Address: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840  
Where papers may be served.

William A. Shaw  
Prothonotary

APR 28 2003

FILED

1cc SHS

LeWitts w/ prop desc-  
to SHS

CLEARFIELD COUNTY

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

No.: 02-1424-CD

vs.

DAVID R. SMITH

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 1)**

BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840:

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

DAVID R. SMITH

PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

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

SAME AS ABOVE

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

April 21, 2003

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

No.: 02-1424-CD

vs.

DAVID R. SMITH

**AFFIDAVIT PURSUANT TO RULE 3129  
(Affidavit No. 2)**

BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

None.

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

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
------	---

None.

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

Name

Last Known Address (if address cannot be reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

Name

Last Known Address (if address cannot be reasonably ascertained, please indicate)

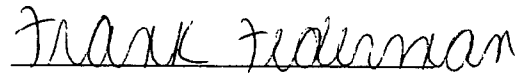
Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

April 21, 2003

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
ONE PENN CENTER AT  
SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

BANK OF NEW YORK, AS TRUSTEE  
FOR CWABS 2002-BC1

No.: 02-1424-CD

vs.

CLEARFIELD COUNTY

DAVID R. SMITH

CERTIFICATION

FRANK FEDERMAN, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

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

CCBY

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 02-1424-CD

DAVID R. SMITH

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of DELAWARE:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: **PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840**

(See legal description attached.)

Amount Due

\$59,975.75

Interest from 4/21/03 to

\$ \_\_\_\_\_

Date of Sale (\$9.86 per diem)

Total

\$ \_\_\_\_\_ Plus costs as endorsed.

*Prothonotary costs 120.00*

Dated

4/28/03

(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By: \_\_\_\_\_

~~Deputy~~

SZB



No. 02-1424-CD

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

BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1

VS.

DAVID R. SMITH

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$59,975.75</u>
Int. from 4/21/03 to Date of Sale (\$9.86 per diem)	<u>                    </u>
Costs	<u>                    </u>
Prothy. Pd.	<u>120.00</u>
Sheriff	<u>                    </u>

  
Attorney for Plaintiff

Address: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840  
Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE TOWNSHIP OF MORRIS, CLEARFIELD COUNTY, PENNSYLVANIA; BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN).

Vested by Deed, dated 2/26/99, given by Shawn W. Malnes and Stacey Malnes, his wife to David R. Smith, a single individual and recorded 2/26/99 in Instrument #: 199902944

Tax Parcel ID #: 124-Q11-563-S

## AFFIDAVIT OF SERVICE

PLAINTIFF  
BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

CLEARFIELD COUNTY

ACCT. #10862489

DEFENDANT  
DAVID R. SMITH

COURT NO.: 02-1424-CD

SERVE DAVID R. SMITH AT:  
PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

TYPE OF ACTION  
XX Notice of Sheriff's Sale  
 SALE DATE: 7/11/03

SERVED

Served and made known to David R. Smith, Defendant on the 09 day of June, 2003, at 5:39, o'clock P. M., at P.O. Box 11, Seymour St. Hawk Run, Commonwealth of Pennsylvania, in the manner described below: 16840

- ☒ Defendant personally served.  
☐ Adult family member with whom Defendant(s) reside(s).  
     Relationship is \_\_\_\_\_.  
☐ Adult in charge of Defendant's residence who refused to give name or relationship.  
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
☐ Agent or person in charge of Defendant's office or usual place of business.  
☐ \_\_\_\_\_ an officer of said Defendant's company.  
☐ Other: \_\_\_\_\_.

Description: Age 35 Height 5'9" Weight 180 Race W Sex M Other \_\_\_\_\_

I, Thomas P. Chatham, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
 before me this 10th day  
 of June, 2003

Notary: \_\_\_\_\_

By: \_\_\_\_\_

NOT SERVED

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M., Defendant NOT FOUND because:

Notarial Seal  
 Monica Grilly, Notary Public  
 City of Altoona, Blair County  
 My Commission Expires Aug 27, 2005  
 Moved - Unknown

Answer \_\_\_\_\_ Vacant

Member, Pennsylvania Association of Notaries

Other: \_\_\_\_\_

Sworn to and subscribed  
 before me this \_\_\_\_\_ day  
 of \_\_\_\_\_, 200\_\_\_\_.

By: \_\_\_\_\_

Notary: \_\_\_\_\_

**FILED**

m1121-01 cc  
 JUL 07 2003  
 E  
 422

William A. Shaw  
 Prothonotary

ATTORNEY FOR PLAINTIFF  
 FRANK FEDERMAN, ESQUIRE  
 I.D.#12248  
 One Penn Center at Suburban Station  
 1617 John F. Kennedy Blvd., Suite 1400  
 Philadelphia, PA 19103-1814  
 (215) 563-7000

CA

**MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.**

**VS.**

Defendant

[illegible]

David R. Thompson, Esq.  
Attorney at Law  
Supreme Court I.D. 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

**FILED**

JUL 08 2003

**William A. Shaw**  
**Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

Plaintiff

vs.

DAVID R. SMITH,

Defendant

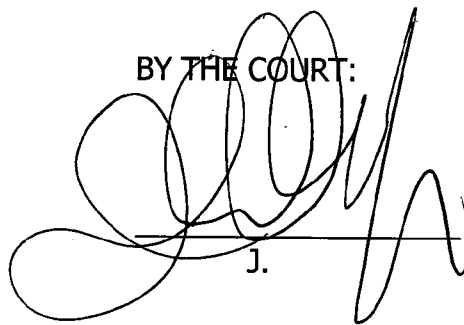
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No. 02-~~471~~ 1424-CD

**EMERGENCY ORDER**

**AND NOW**, this 8<sup>th</sup> day of July, 2003 upon consideration of the Petition to Strike and Open Judgment and Emergency Stay of Writ of Execution it is hereby **ORDERED AND DECREED** that said Writ of Execution is hereby stayed until further notice by the Court, and a hearing has been scheduled in order to hear the merits of this case.

BY THE COURT:



J.

**FILED**

JUL 08 2003

William A. Shaw  
Prothonotary

William A. Shaw  
Prothonotary

JUL 08 2003

FILED  
@ 2:30 PM 7/8/03

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

Plaintiff

vs.

DAVID R. SMITH,

Defendant

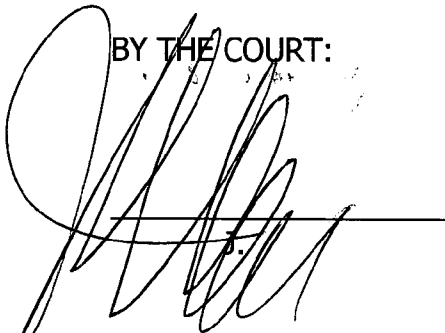
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No. 02-~~1424~~ 1424-CD

**ORDER**

**AND NOW**, this 8<sup>th</sup> day of July, 2003, upon consideration of the Petition to Strike and Open Judgment and Emergency Stay of Writ of Execution it is hereby **ORDERED AND DECREED** that a hearing is scheduled for the 21 day of July, 2003, at 1:30 o'clock ~~am~~ p.m. in Courtroom 1 of the Clearfield County Courthouse to hear the merits of this case and why said Petition should not be granted.

BY THE COURT:



**FILED**

JUL 08 2003

William A. Shaw  
Prothonotary

William A. Shaw  
Prothonotary

JUL 08 2003

02:30 PM

FILED

*rec'd by atty*  
*for [unclear]*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS,  
INC.

Plaintiff

vs.

DAVID R. SMITH,

Defendant

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No. 2002-1424

**PETITION TO OPEN AND STRIKE JUDGEMENTS  
AND MOTION FOR EMERGENCY STAY OF EXECUTION PROCEEDINGS**

AND NOW, comes the Petitioner/Defendant, David R. Smith, by and through his attorney, David R. Thompson, Esquire, and files the following Petition:

1. Petitioner/Defendant is David R. Smith who resides at P.O. Box 11, Seymour Street, Hawk Run, Pennsylvania, 16830.

2. Respondent/Plaintiff is Mortgage Electronic Registration Systems, Inc. and Bank of New York, as Trustee for CWABS 2002-BC1, believed to be a business corporation organized and existing under the laws of New York, with a business address of 700 South Flower, 2<sup>nd</sup> Floor, Los Angeles, California, 90071.

3. Petitioner signed a Mortgage and Promissary Note dated September 24, 2001, promising to pay the sum of Fifty Two Thousand Two Hundred (\$52,200.00) Dollars to Decision One Mortgage Company, LLC. (A true and correct copy of said Mortgage is attached hereto and marked as Exhibit "A").

4. In June of 2002, Defendant did become two months behind on his mortgage

payments to Decision One Mortgage Company, LLC, which had allegedly assigned the loan to Countrywide Home Loans, Inc. By way of further pleading, Defendant remains without knowledge as to the interest held, if any, by Countrywide Home Loans, Inc. The record of the Recorder's Office of Clearfield County does not have a document establishing this connection.

5. At that time, Defendant contacted U. S. Mortgage Assistance, located at 28 West Macclenny Avenue, Suite 12, Macclenny, Fl, 32063, with regard to the delinquency of his mortgage account.

6. Since that time and through May of 2003, Defendant has continually been in contact with Jaimie at U.S. Mortgage Assistance, who has been working with Countrywide Home Loans and Litton Loan Services in an effort to arrange a work out plan of repaying the past due amount.

7. At all times, Jaimie at U.S. Mortgage Assistance had been acting on behalf of Defendant David Smith and remaining in contact with the Plaintiff Countrywide Home Loans, Inc.

8. On or about September 13, 2002, the Respondent/Plaintiff Mortgage Electronic Registration Systems, Inc., by and through counsel, filed a Complaint in Mortgage Foreclosure against the Petitioner/Defendant, alleging non payment of a debt. (A true and correct copy of the Complaint is attached hereto and marked as Exhibit "B").

9. On or about October 31, 2002, Plaintiff Mortgage Electronic Registration Systems, Inc. sent an Important Notice to Defendant alleging that Defendant had not responded to the Complaint. By way of further pleading, Defendant was provided information by Countrywide Home Loans, Inc. that no action would be taken since Defendant was working with them through U.S. Mortgage Assistance. (A true and correct

copy of said Notice is attached hereto and marked as Exhibit "C").

10. On November 15, 2002, Plaintiff Mortgage Electronic Registration Systems, Inc. filed a Praecipe For Judgment For Failure To Answer and Assessment of Damages, and Judgment was entered for Mortgage Electronic Registration Systems, Inc. in the amount of \$57,640.04. By way of further pleading, Defendant was continued to be provided information by Countrywide Home Loans, Inc. that no action would be taken since Defendant was working with them through U.S. Mortgage Assistance. (A true and correct copy of said documents are attached hereto and marked as Exhibit "D").

11. At this point, Defendant did not have any idea who Mortgage Electronic Registration Systems, Inc. was or how they were affiliated, if at all, to Countrywide Home Loans, Inc. By way of further pleading, in his communications with Countrywide Home Loans, Inc., it was indicated that no action would be taken and that they would re-work the mortgage with Defendant.

12. Apparently, on September 28, 2001, the mortgage loan allegedly held by Countrywide Home Loans, Inc. was assigned to Bank of New York, as Trustee for CWABS 2002-BCI Trust.

13. Defendant was not given notice of this assignment. By way of further pleading, the Assignment was recorded on December 12, 2002 as instrument number 200219897, almost two months after Plaintiff Mortgage Electronic Registration Systems, Inc. filed its Complaint against David Smith. (A true and correct copy of said Assignment is attached hereto and marked as Exhibit "E").

14. By way of further pleading, during all of the above referenced time, the Defendant by and through U. S. Mortgage Assistance was re-working the loan and being told by Countrywide Home Loans, Inc. that no action would be taken.

15. On November 21, 2002, Defendant was given notice by Countrywide Home Loans that "the right to collect payments" from him was assigned to Litton Loan Servicing, LP. effective December 1, 2002. By way of further pleading, Defendant, through U. S. Mortgage Assistance, began working with Litton for purposes of re-working the loan. (A true and correct copy of said Notice is attached hereto and marked as Exhibit "F").

16. At all times throughout these actions, Defendant David Smith was in the financial position to pay back all of the payments missed, including all late charges, and in fact approached Countrywide Home Loans, Inc. for purposes of making these payments. By way of further pleading, Countrywide Home Loans, Inc. told the Defendant to hold said payments until such time as the re-work plan was completed.

17. On or about February 18, 2003, Respondent/Plaintiff, through counsel, filed a Suggestion of Record Change, amending the name of Respondent/Plaintiff to Bank of New York, as Trustee for CWABS 2002-BC1. This change occurred after Default Judgment was given in favor of Mortgage Electronic Registration Systems, Inc. (A true and correct copy of said Suggestion of Record Change is attached hereto and marked as Exhibit "G").

18. At no time was the initial judgment in this case opened, stricken, or satisfied by Plaintiff.

19. On or about April 28, 2003, Plaintiff Bank of New York, as Trustee for CWABS 2002-BCI, by and through counsel, filed a second Praecipe for Judgment For Failure to Answer and Assessment of Damages, and a second Judgment was entered against David Smith, this one for \$59,975.75. (A true and correct copy of said documents are attached hereto and marked as Exhibit "H").

20. On that same date, Plaintiff Bank of New York, as Trustee for CWABS 2002-BCI filed a Writ of Execution for the sale of real property owned by Defendant David Smith.

(A true and correct copy of said Writ of Execution is attached hereto and marked as Exhibit "I").

21. By notice peculiarly dated April 21, 2003, seven days prior to the Writ of Execution was filed, Defendant received a Notice of Sheriff's Sale of Real Property, scheduling the sale for July 11, 2003. By way of further pleading, at these times, Defendant, through Jaimee at U. S. Mortgage Services, was working with Litton Loan Services, Inc. on a Work-out plan for said loan, and was being led to believe that everything would be resolved. (A true and correct copy of said notice is attached hereto and marked as Exhibit "J").

22 During the course of the above-referenced time period, Respondent/Defendant was making attempts to bring his account current, and was in constant contact with the mortgage servicer. By way of further pleading, he was assured by the mortgage servicer that they would stay foreclosure proceedings during the course of the work out plan.

23. At the time of the initial default, Defendant began working with the company to whom he was making payments in an effort to work out the default. During this time, he informed Countrywide Home Loans, Inc. that he was in a position to make his missed payments and late charges, but was told to hold off until the work-out plan was completed.

24. With the company who claims to hold the loan and the "right to collect payments" from Mr. Smith informing him that no action would be taken, attorneys for some company (Mortgage Electronic Registration Systems, Inc.) initiated a foreclosure action against Mr. Smith.

25. At no time throughout the action has counsel for the plaintiff identified the authority under which any of the Plaintiffs named have the right to collect payments from Mr. Smith.

26. The Defendant could not be expected to comprehend the documents filed by the various parties through their attorneys due to the fact that no documentation has been provided establishing any connection. By way of further pleading, the fact that Plaintiff Mortgage Electronic Registration Systems, Inc. filed the complaint against Mr. Smith; took Judgment first against him; was changed, after the fact, to Bank of New York, as Trustee for CWABS 2002-BCI Trust; a second Judgment was then entered and executed upon; his home is being sold on Friday, July 11, 2003; all the while being told by Countrywide Home Loans, Inc. and Litton Loan Services Inc. that no action would be taken; is inherently confusing to a person in this business, let alone a lay person trying to save his home.

27. In May of 2003, Defendant was given notice by Litton Loan Services, Inc. that they would not complete a work-out plan for Mr. Smith's loan.

---

**PETITION TO STRIKE JUDGMENT OF MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.**

**COUNT I**

---

Paragraphs 1 through 27 are incorporated by reference as though the same were set forth at length herein.

28. Plaintiff Mortgage Electronic Registration Systems, Inc.'s Complaint against David Smith was incorrect and contained irregularities on the face of the record, as that Plaintiff had no authority to institute the action against Defendant.

Wherefore, Defendant respectfully requests this Honorable to enter and Order striking said Judgment dated November 15, 2002 in favor of Mortgage Electronic Registration Systems, Inc. and against David Smith.

---

**PETITION TO STRIKE JUDGMENT OF BANK OF NEW YORK,  
AS TRUSTEE FOR CWABS 2002-BCI TRUST**

**COUNT II**

---

Paragraphs 1 through 28 are incorporated by reference as though the same were set forth at length herein.

29. Plaintiff Bank of New York, as Trustee for CWABS 2002-BCI Trust against David Smith was incorrect and contained irregularities on the face of the record. By way of further pleading, the Complaint in the matter was filed by Mortgage Electronic Registration Systems, Inc.

30. This was the Complaint filed and served on Defendant to which he was asked to defend.

Wherefore, Defendant respectfully requests this Honorable Court to enter an Order striking said Judgment dated April 28, 2003 in favor of Bank of New York, as Trustee for CWABS 2002-BCI Trust and against David Smith.

---

**PETITION TO OPEN JUDGMENT OF BANK OF NEW YORK,  
AS TRUSTEE FOR CWABS 2002-BCI TRUST**

**COUNT III**

---

Paragraphs 1 through 30 are incorporated by reference as though the same were set forth at length herein.

31. In the end of May 2003, Defendant contacted this counsel by phone to receive advice on the actions in this matter.

32. In June of 2003, Defendant met with this counsel with regard to the case

filed, and counsel investigated the actions of Plaintiffs, contacting U. S. Mortgage Assistance to determine its contacts with Plaintiffs.

33. With that respect, Defendant avers that the action was promptly filed.

34. The Defendant admits that he was initially late on two mortgage payments and that he contacted U. S. Mortgage Assistance. By way of further pleading, he financially had the payments owed and late charges thereon, but these were refused by Countrywide Home Loans, Inc.

35. All of this occurred prior to the action being filed. This also occurred during the time that representatives from Countrywide were informing Defendant that no action would be taken during the work-out process.

36. Defendant avers that he has a reasonable explanation for the default due to the fact that he had the money to pay the default, that he was working with Countrywide Home Loans, Inc., who was informing him that no action would occur. By way of further pleading, representatives requested that he not pay the back payments and that a work-out plan was workable.

37. Given the fact that this action was filed and initiated by Mortgage Electronic Registration Systems, Inc., Defendant has a meritorious defense to the action. Moreover, representatives of the company who allegedly had the "right to collect payments" from him was informing him that no action would be taken.

38. This action gave Mr. Smith a false sense of security to complete the work-out plan, all the while judgment was proceeding.

39. It seems that this is a classic case of one hand of the alleged mortgage holder not knowing what the other hand is doing.

40. Petitioner has prepared and is prepared to file an Answer Containing New



Matter to the Complaint filed by Mortgage Electronic Registration Systems, Inc., now Bank of New York. (A true and correct copy of said Answer Containing New Matter is attached hereto and marked as Exhibit "K").

41. Petitioner alleges that Respondent will suffer no prejudice if the Court would Open the Judgement, and from an equitable view, the Court should hear the merits of this case.

Wherefore, Petitioner respectfully requests this Honorable Court to enter an Order opening the Judgment dated April 28, 2003 in favor of Bank of New York, as Trustee for CWABS 2002-BCI Trust and against David Smith, so that the Court can hear the merits of the case.

---

**EMERGENCY MOTION FOR STAY OF  
EXECUTION PROCEEDING AND STAY OF SHERIFF  
SALE OF REAL PROPERTY**

**COUNT IV**

---

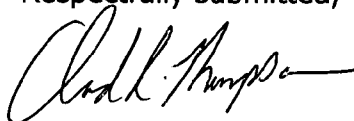
Paragraphs 1 through 41 are incorporated by reference as though the same were set forth at length herein.

42. Since a Sheriff's Sale has been scheduled pursuant to a Writ of Execution filed by the Plaintiff, Petitioner believes and therefore avers that it is necessary for the Court to enter an Emergency Order staying the Writ of Execution and Sheriff Sale through the pendency of this action.

WHEREFORE, Petitioner respectfully requests this Honorable Court to enter an Order staying the Writ of Execution and scheduled Sheriff Sale of Defendant's real property so that the remainder of this Petition can be heard by the Court, and the

judgments can be open to afford the Court to hear the merits of the case.

Respectfully submitted,


A handwritten signature in cursive script, appearing to read "David R. Thompson", with a long horizontal flourish extending to the right.

David R. Thompson, Esquire

**VERIFICATION**

Plaintiff verifies that the statements made in this ***PETITION TO OPEN JUDGMENT AND STAY WRIT OF EXECUTION*** are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

DATE: 7-3-03

  
\_\_\_\_\_  
David R. Smith

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

RECORDING FEE - \$35.00  
COUNTY IMPROVEMENT FUND \$1.00  
RECORDER IMPROVEMENT FUND \$1.00  
STATE WRT TAX \$0.20  
TOTAL \$37.50  
CUSTOMER  
REAL ESTATE CLOSING CO

RECORDING FEE - \$35.00  
COUNTY IMPROVEMENT FUND \$1.00  
RECORDER IMPROVEMENT FUND \$1.00  
STATE WRT TAX \$0.20  
TOTAL \$37.50  
CUSTOMER  
REAL ESTATE CLOSING CO

SEP 27, 2001  
9:17:25 AM  
Total Pages: 15

After Recording Return To:

Decision One Mortgage Company, LLC  
6060 J.A. Jones Drive, Suite 1000  
Charlotte, North Carolina 28287

[Space Above This Line For Recording Data]

Loan Number 2030-01097649-046

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **SEPTEMBER 24, 2001**, together with all Riders to this document.

(B) "Borrower" is **DAVID R. SMITH**. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Decision One Mortgage Company, LLC**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **NORTH CAROLINA**. Lender's address is **6060 J.A. JONES DRIVE, SUITE 1000, CHARLOTTE, NORTH CAROLINA 28287**. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **SEPTEMBER 24, 2001**. The Note states that Borrower owes Lender **FIFTY-TWO THOUSAND TWO HUNDRED AND 00/100ths Dollars (U.S.\$52,200.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **SEPTEMBER 28, 2031**.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

Exhibit "A"

7.5.

**LEGAL DESCRIPTION****File No. 88/4895****Mortgagee Decision One Mortgage I.S.A.O.A.****Mortgagor David R. Smith**

**All that certain parcel of land and improvements thereon situate in Morris Township, Clearfield County, Pennsylvania and designated as Parcel No. 124-Q11-563-5 and more fully described in a Deed dated 02/26/1999 and recorded in Clearfield County Deed/Record Book Volume 1999, page 2944.**

74.

**Tax Parcel Identification Number: 124-Q11-5635**

which currently has the address of PO BOX 11, SEYMOUR STREET

[Street]

HAWK RUN, Pennsylvania 16840 ("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds.

74.

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

Witnesses:

P. D. Rametta

David R. Smith  
DAVID R. SMITH

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

On this, the 24th day of SEPTEMBER, 2001, before me, the undersigned Officer, personally appeared DAVID R. SMITH, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARIAL SEAL

Paul D. Rametta, Notary Public  
Spring Twp., County of Centre  
My Commission Expires Mar. 19, 2005

Paul D. Rametta  
Title of Officer

My Commission Expires: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

CERTIFICATE OF RESIDENCE I, P. D. Rametta do hereby certify that the correct address of the within-named lender is 6060 J.A. JONES DRIVE, SUITE 1000, CHARLOTTE, NORTH CAROLINA 28287, witness my hand this 24th day of SEPTEMBER, 2001

P. D. Rametta  
Agent of Lender.

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQ., Id. No. 12248  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.  
8201 GREENSBORO DRIVE  
SUITE 350  
MCLEAN, VA 22102

TERM

Plaintiff

NO. 02-1424-CD

CLEARFIELD COUNTY

DAVID R. SMITH  
PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

Defendant(s)

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

**NOTICE**

**\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, 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. \*\***

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.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

**FILED**

SEP 13 2002

William A. Shaw  
Prothonotary

Loan #: 7016810 rxp

Exhibit "B"



IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

1. Plaintiff is

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.  
8201 GREENSBORO DRIVE  
SUITE 350  
MCLEAN, VA 22102

2. Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

COUNTRYWIDE HOME LOANS, INC.  
7105 CORPORATE DRIVE  
PTX-B35  
PLANO, TX 75024

3. The name(s) and last known address(es) of the Defendant(s) are:

DAVID R. SMITH  
PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

4. On 9/24/01 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to DECISION ONE MORTGAGE COMPANY, LLC which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Instrument No. 200115319. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.

5. The premises subject to said mortgage is described as attached.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 3/28/02 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

## 7. The following amounts are due on the mortgage:

Principal Balance	\$52,085.12
Interest	2,276.95
2/28/02 through 8/1/02 (Per Diem \$14.69)	
Attorney's Fees	1,000.00
Cumulative Late Charges	185.52
9/24/01 to 8/1/02	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$56,097.59
Escrow	
Credit	0.00
Deficit	<u>0.00</u>
Subtotal	\$ 0.00
<b>TOTAL</b>	<b>\$56,097.59</b>

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.00.
10. The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c.
11. The Temporary Stay as provided by the Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983, has terminated because either:
- (i.) Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants;
  - or
  - (ii.) Defendant(s) application for assistance has been rejected by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$56,097.59, together with interest from 8/1/02 at the rate of \$14.69 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

By: 

/s/Francis S. Hallinan

FRANK FEDERMAN, ESQUIRE

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

ALL that certain piece or parcel of ground with all buildings situate thereon in the Village of Hawk Run, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEGINNING at a point on the land of Eugene Primat and his wife, Eliza Primat, thence running in a Westerly direction along the land of the said Eugene Primat a distance of one hundred and four (104) feet to the land of Lizzie Primat; thence in a Northerly direction along the line of Lizzie Primat a distance of ninety-two (92) feet; thence in an Easterly direction a distance of one hundred and four (104) feet to a corner of land of Lizzie Primat and John Buder; thence along said land in a Southerly direction a distance of ninety-two (92) feet and the place of beginning. It being part of a lot of land and known originally as Lot No. 13 in the plot or plan of lots in what was known as the Village of Ashcroft (now Hawk Run).

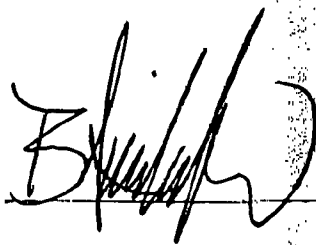
TOGETHER with the use of a four (4) foot alley situate between the line of lands now or formerly of John Bhouy and the line of lands now or formerly of Eugene and Eliza Primat.

EXCEPTING AND RESERVING all exceptions and reservations as are contained in prior deeds of record.

PREMISES BEING ON: PO BOX 11 SEYMOUR STREET

VERIFICATION

BRANDON SCIUMBATO hereby states that he is VICE PRESIDENT of COUNTRYWIDE HOME LOANS, INC. mortgage servicing agent for Plaintiff in this matter, that he is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



---

DATE: \_\_\_\_\_

8/30/02

BY: FRANK FEDERMAN, ESQUIRE  
Identification No. 12248  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: CLEARFIELD COUNTY

DAVID R. SMITH

: NO. 02-1424-CD

Defendant(s)

TO: DAVID R. SMITH  
PO BOX 11, SEYMOUR STREET  
HAWK RUN, PA 16840

FILE COPY

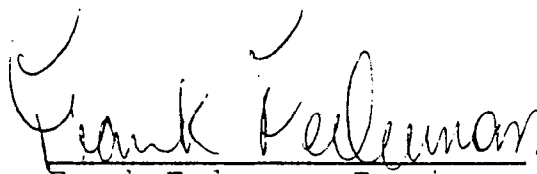
DATE OF NOTICE: OCTOBER 31, 2002

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 AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

IMPORTANT NOTICE

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641



Frank Federman, Esquire  
Attorney for Plaintiff

Exhibit "C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

Plaintiff

)  
) NO. 02-1424-CD

vs.

DAVID R. SMITH

Defendants

)  
)

Notice is given that a Judgment in the above-captioned  
matter has been entered against you on November 15, 2002.

By: William L. Hagan DEPUTY

If you have any questions concerning this matter, please contact:

FRANK FEDERMAN, ESQUIRE

Attorney for Party Filing  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

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

Exhibit "0"

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.  
8201 GREENSBORO DRIVE, SUITE 350  
MCLEAN, VA 22102

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
  
: CIVIL DIVISION  
  
: NO. 02-1424-CD

vs.

DAVID R. SMITH  
P.O. BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against DAVID R. SMITH, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$56,097.59
Interest - 8/1/02 TO 11/13/02	<u>\$ 1,542.45</u>
TOTAL	\$57,640.04

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 11/15/02

  
PRO PROTHY



FEDERMAN AND PHELAN  
BY: FRANK FEDERMAN, ESQUIRE  
Identification No. 12248  
1617 John F. Kennedy Boulevard Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

Plaintiff

vs.

DAVID R. SMITH

Defendant (s)

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 02-1424-CD

TO: DAVID R. SMITH  
PO BOX 11, SEYMOUR STREET  
HAWK RUN, PA 16840

DATE OF NOTICE: OCTOBER 31, 2002


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 AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

**IMPORTANT NOTICE**

You are in default because you have failed enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

FILE COPY

  
Frank Federman, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN  
By: FRANK FEDERMAN  
Identification No. 12248  
One Penn Center at Suburban  
Station, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: CIVIL DIVISION

vs.

: NO. 02-1424-CD

DAVID R. SMITH


VERIFICATION OF NON-MILITARY SERVICE

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant DAVID R. SMITH is over 18 years of age and resides at P.O. BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN, ESQUIRE

KAREN L. STANCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200219897  
RECORDED ON  
Dec 12, 2002  
11:48:56 AM  
Total Pages: 3

RECORDING FEES - \$13.00  
RECORDED  
CURRENT IMPROVEMENT \$2.00  
FUND  
RECORDED IMPROVEMENT \$3.00  
FUND  
ACCESS TO \$10.00  
JUSTICE  
STATE WRIT TAX \$0.50  
TOTAL \$28.50  
CUSTOMER  
MORTGAGE PROCEDURE

PREPARED BY *t*

When Recorded Return to:

Countrywide Home Loans, Inc.  
1800 Tapo Canyon Road/SV-79C  
Simi Valley, CA 93063  
Attn: Bob Greenhalgh  
Document Procurement  
ID # 000701681020054

Space Above for Recorder's Use

WLS  
CCG

## CORPORATION ASSIGNMENT OF MORTGAGE

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

BANK OF NEW YORK AS TRUSTEE FOR CUMMIS 2001-BE1 TRUST  
700 SO. FLOWER, 2ND FL., LOS ANGELES, CA 90071  
all beneficial interest under that certain Mortgage Dated: SEPTEMBER 24, 2001  
Executed by: DAVID R. SMITH, Mortgagor, to: Decision One Mortgage Company, LLC, Mortgagee, and  
recorded as Document No. 20015319, on 9-27-01 in Book \_\_\_\_\_, Page \_\_\_\_\_  
of Official Records in the County Records Office of CLEARFIELD County,  
PENNSYLVANIA, describing land therein as:

SEE ATTACHED SCHEDULE "A"

I HEREBY CERTIFY THAT THE PRECISE  
ADDRESS OF THE WITHIN NAMED ASSIGNEE  
IS 700 SO. FLOWER, 2ND FLOOR, LOS  
ANGELES, CA 90071.



Parcel ID 124-Q11-5635

Together with the note therein described or referred to, the money due and to become due thereon with interest,  
and all rights accrued or to accrue under said Mortgage. DATED: 9-28-2001.

Decision One Mortgage Company, LLC

By M. Mitchell  
M. MITCHELL Vice President

Attest: M. Finney  
M. FINNEY Asst. Secretary

State of North Carolina, Mecklenburg County

This 28 day of SEP 2001, \_\_\_\_\_, personally came before me, the  
undersigned Notary Public, M. FINNEY, who, being by me duly sworn, says that  
she/he knows the common seal of DECISION ONE MORTGAGE COMPANY, LLC, and is acquainted with  
M. MITCHELL who is the Vice President of said Limited Liability Company, and that  
she/he, the said M. FINNEY, is the Asst. Secretary of the said Limited Liability Company and  
saw the said Vice President sign the foregoing instrument, and saw the common seal of the said Limited  
Liability Company affixed to said instrument by said Vice President and that she/he, the said Asst. Secretary,  
signed her/his name in attestation of the execution of said instrument in the presence of said Vice President of  
said Limited Liability Company.

Witness my hand and official seal this 28 day of SEP 2001

My commission expires:

Notary Public

FELICIA ROSS

GMD 0479 (494)



Exhibit "E"

*"A"***LEGAL DESCRIPTION RIDER**

All that certain parcel of land and improvements thereon situate in Morris Township, Clearfield County, Pennsylvania and designated as Parcel No. 124-Q11-563-5 and more fully described in a Deed dated 02/26/1999 and recorded in Clearfield County Deed/Record Book Volume 1999, page 2944.



Acquisitions Department, SV-103  
1800 Tapo Canyon  
Simi Valley, CA 93063-6712

Send Correspondence to:  
P.O. Box 5170  
Simi Valley, CA 93062-5170  
Internet Address:  
customer\_service@countrywide.com

Business Address:  
400 Countrywide Way  
Simi Valley CA 93065-6298

November 21, 2002

David R Smith  
Po Box 11  
Hawk Run, PA 16840

Account No.: 7016810  
Property Address:  
Po Box 11, Seymour St  
Hawk Run, PA 33138

Dear David R Smith:

**NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS**

Inadvertently, a miss-communication occurred in the loan transfer process; therefore, preventing Countrywide from notifying you sooner. You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from **Countrywide** to **LITTON LOAN SERVICING, LP**, effective **December 1, 2002**.

The assignment, sale or transfer of the servicing of your mortgage loan does not affect any term or condition of the mortgage instruments, other than directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your *present servicer* send you this notice at least 15 days before the effective date of transfer, or at closing. Your *new servicer* must also send you this notice no later than 15 days after this effective date or at closing.

Your *present servicer* is **Countrywide**. If you have any questions relating to the transfer of servicing from **Countrywide** call Customer Service, toll free, at 1-800-669-6607 between 6:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday.

Your *new servicer* will be **LITTON LOAN SERVICING, LP**. The payment address for your *new LITTON LOAN SERVICING, LP*, 4828 Loop Central Drive, Houston, TX 77081. The toll-free telephone number of your new servicer is 800-247-9727. If you have any questions relating to the transfer of servicing to your new servicer, call **LITTON LOAN SERVICING, LP** toll-free at 800-247-9727 between 7:00 a.m. and 7:00 p.m. Monday through Friday Central Standard Time. Your complete loan file is being transferred to your *new servicer*.

The date that **Countrywide** will stop accepting payments from you is November 29, 2002. The date that your *new servicer*, **LITTON LOAN SERVICING, LP**, will start accepting payments from you is November 30, 2002. Send all payments on or after that date to your *new servicer*. Your *new servicer* will send you new billing statements. If you have a payment due before you receive your new billing statement, write your *new servicer's* loan number on your check and mail it to your *new servicer* at the business address shown above. Until you receive a new loan number, you may write your old loan number on the check. If your payments were made by electronic debit, your *new servicer* will provide you with information concerning the continuation of this service. Additionally, if your payments include a premium for life or disability insurance, or any other type of optional insurance, you will receive notification at a later date from your *new servicer* if there are any changes concerning the terms or continued availability of this insurance.

**Countrywide** will provide you within 60 days of the transfer a statement that shows all loan transactions from the date of your last year-end statement or escrow analysis to the date of transfer. If any check or other instrument received by **Countrywide** is/was returned unpaid, you remain liable to **Countrywide** for the amount unpaid. At year-end, you will receive a statement of account from **Countrywide** for payments received and applied to your account through November 29, 2002. This statement is for your use when preparing your tax return. If you have any questions, please contact **Countrywide** at the toll-free number listed above.

Sincerely,

*Veronica Estrada*

Veronica Estrada  
Customer Service Department

Exhibit " F "

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

FEDERMAN AND PHELAN, L.L.P.  
BY: FRANK FEDERMAN, ESQUIRE  
Identification No. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BLVD. STE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

: COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
: No. 02-1424-CD  
:  
:  
:  
:  
:  
:  
:  
:

Plaintiff

Vs.

DAVID R. SMITH

Defendant(s)

SUGGESTION OF RECORD CHANGE  
RE: PLAINTIFF'S NAME

TO THE PROTHONOTARY:

FRANK FEDERMAN, ESQUIRE, attorney for the Plaintiff, hereby certifies that, to the best of his knowledge, information and belief the plaintiff' was erroneously listed in the complaint as:

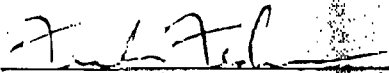
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

The correct name for the Plaintiff is:

BANK OF NEW YORK,  
AS TRUSTEE FOR CWABS 2002-BC1 TRUST

Kindly change the information on the docket.

Date: January 29, 2003

  
Frank Federman, Esquire  
Attorney for Plaintiff

**FILED**

FEB 18 2003

William A. Shaw  
Prothonotary

Exhibit "G"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1  
700 SOUTH FLOWER, 2ND FLOOR  
LOS ANGELES, CA 90071

No.: 02-1424-CD

vs.

DAVID R. SMITH  
PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against DAVID R. SMITH , Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$56,097.59
Interest (8/1/02 to 4/21/03)	<u>3,878.16</u>
<b>TOTAL</b>	<b>\$59,975.75</b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 4/28/03

Will Prothy  
PRO PROTHY

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

APR 28 2003

Attest.

William D. Brown  
Prothonotary/  
Clerk of Courts

Exhibit "H"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

Plaintiff

No.: 02-1424-CD

vs.

DAVID R. SMITH

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on April 28, 2003.

By: Willi [Signature] DEPUTY

If you have any questions concerning this matter please contact:

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney or Party Filing  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

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



FEDERMAN AND PHELAN, LLP

By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

BANK OF NEW YORK, AS TRUSTEE FOR CLEARFIELD COUNTY  
CWABS 2002-BC1

No.: 02-1424-CD

vs.

DAVID R. SMITH

**VERIFICATION OF NON-MILITARY SERVICE**

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, DAVID R. SMITH, is over 18 years of age, and resides at PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840 .

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN, ESQUIRE

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

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 02-1424-CD

DAVID R. SMITH

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of DELAWARE:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840

(See legal description attached.)

Amount Due

\$59,975.75

Interest from 4/21/03 to  
Date of Sale (\$9.86 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.

Prothonotary costs

120.00

*William L. Shaw*

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 4/28/03  
(SEAL)

By: \_\_\_\_\_

Received April 28, 2003 @ 3:50 P.M.  
Chester A. Haukeins  
By Cynthia Butler Aughenbaugh

Deputy

SZB

Exhibit "I"

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE TOWNSHIP OF MORRIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN).

Vested by Deed, dated 2/26/99, given by Shawn W. Malnes and Stacey Malnes, his wife to David R. Smith, a single individual and recorded 2/26/99 in Instrument #: 199902944

Tax Parcel ID #: 124-Q11-563-S

**BILL OF COSTS FOR WRIT OF EXECUTION**

REAL ESTATE

ATTORNEY: FRANK FEDERMAN, ESQ.  
FEDERMAN & PHELAN  
ONE PENN CENTER AT SUBURBAN STATION  
SUITE 1400  
PHILADELPHIA, PA 19103-1814

DOCKET PAGE: EX-14087  
RECEIVED: 04/28/03

PHONE NUMBER: (814)472-7151

BANK OF NEW YORK, AT TRUSTEE FOR  
CWABS 2002-BC1

WRIT OF EXECUTION  
NO. 02-1424-CD  
REAL ESTATE

VS

DAVID R. SMITH

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	12.96
LEVY	15.00
MILEAGE	12.96
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
ADD'L COPIES/POSTING	
DEED	30.00
ADD'L LEVY	
DEPUTIZE	
COPIES/BILLING	20.00
ADD'L MILEAGE	
SHERIFF COSTS DUE AT PRESENT (NOT INCLUDING COMMISSION)	205.36

AMOUNT DUE AT PRESENT 60,301.11

**DEBT & INTEREST:**

AMOUNT DUE	59,975.75
INTEREST FROM 4/21/03	
TO BE ADDED	
<b>TOTAL AT PRESENT</b>	<b>59,975.75</b>

**COSTS:**

SHERIFF COSTS	205.36
LATE CHARGES & FEES	
COSTS	
ATTORNEY FEES/COMM.	
REPAYMENT PENALTY	
ATTORNEY FEES	
ESCROW DEFICIT	
PAID TO PROTHONOTARY	120.00
SATISFACTION FEE	
EXECUTION COSTS	
<b>TOTAL COSTS DUE AT PRESENT</b>	<b>325.36</b>

PAYMENT OF THIS BILL IN FULL UPON PRESENTATION WILL STOP THE ACTION AND  
POSSIBLY ELIMINATE PART OF THE COSTS LISTED.

CHESTER A. HAWKINS  
SHERIFF OF CLEARFIELD COUNTY

BANK OF NEW YORK, AS TRUSTEE FOR No.: 02-1424-CD  
CWABS 2002-BC1

vs.

DAVID R. SMITH

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: DAVID R. SMITH  
PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

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

Your house (real estate) at PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840, is scheduled to be sold at the Sheriff's Sale on FRIDAY, JULY 11, 2003 at 10:00 A.M., in the Clearfield County Courthouse, 1 North 2<sup>nd</sup> Street, Suite 116, Clearfield, PA 16830 to enforce the court judgment of \$59,975.75, obtained by **BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1**, (the mortgagee) against you. In the event the sale is continued, an announcement will be made at said sale in compliance with Pa.R.C.P., Rule 3129.3.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale, you must take immediate action:

1. The sale will be cancelled if you pay to the mortgagee the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: (215) 563-7000.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney.)

Exhibit "J"

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (215) 563-7000.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call (215) 563-7000
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than thirty (30) days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the proposed schedule.
7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

**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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**DAVID S. MEHOLICK  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830**

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE TOWNSHIP OF MORRIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFF (NOW HAWK RUN).

Vested by Deed, dated 2/16/99, given by Shawn W. Malnes and Stacey Malnes, his wife to David R. Smith, a single individual and recorded 2/16/99 in Instrument #: 199902944

Tax Parcel ID #: 124-Q11-563-S

SEIZED, taken in execution to be sold as the property of DAVID R. SMITH, at the suit of BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1. JUDGMENT NO. 02-1424-CD.

REAL ESTATE

SHERIFF'S LEVY

REAL ESTATE

BY VIRTUE OF WRIT OF EXECUTION, ISSUED OUT OF THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA, AND TO BE DIRECTED, I LEVIED ON THE FOLLOWING PROPERTY OF THE DEFENDANT(S) SITUATE AT:

P. O. BOX 11, SEYMOUR STREET  
HANK RUN, PA 16840

REAL ESTATE      ~~PERSONAL~~ PROPERTY

SAID PROPERTY IS A SINGLE STORY HOME BUILT ON A FOUNDATION OF  
BLOCK AND STONE. HOME IS APPROX. 25' X 25' FT. A LARGE WOODEN  
DECK AREA IS ATTACHED TO THE FRONT OF HOUSE. HOUSE IS SIDED  
WITH LIGHT GRAY VINYL SIDING AND ~~WOOD~~ BLACK SHUTTERS. HOUSE  
APPEARS TO BE IN "GOOD" CONDITION AND WELL MAINTAINED.

PROPERTY HAS INCLUDES A SMALL SINGLE-CAR GARAGE MEASURING  
APPROX. 15' X 20' FT. GARAGE ALSO HAS LIGHT GRAY VINYL SIDING  
W/ BLACK SHUTTERS. GARAGE HAS A "BARN-STYLE" ROOF. GARAGE  
SEEMS TO BE IN "FAIR" CONDITION.

ABOVE PROPERTY IS ENCLOSED W/ A GRAY WOODEN PICKET FENCE.

ABOVE PROPERTY IS TO BE LOCATED IN HANK RUN CLEARFIELD CO.,  
PA.

SEIZED, TAKEN IN EXECUTION TO BE SOLD AS THE PROPERTY OF:

02-1424-CD

SMITH

LEVY DATE: \_\_\_\_\_

CHESTER A. HAWKINS, SHERIFF



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

Plaintiff

vs.

DAVID R. SMITH,

Defendant

No. 2002-1424

TYPE OF PLEADING:

Answer Containing New Matter

FILED ON BEHALF OF:

Defendant

COUNSEL OF RECORD FOR  
THIS PARTY:

David R. Thompson, Esq.  
Attorney at Law  
Supreme Court I.D. 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

Exhibit "K"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

Plaintiff

vs.

DAVID R. SMITH,

Defendant

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No. 2002-1424

**NOTICE TO PLEAD**

TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.:

You are hereby notified to file a written response to the enclosed New Matter within ten (10) days from service hereof or a Default Judgment may be entered against you.

DATE:

By: \_\_\_\_\_  
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

Plaintiff

vs.

DAVID R. SMITH,

Defendant

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No. 2002-1424

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**ANSWER CONTAINING NEW MATTER**

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AND NOW, comes the Defendant, David R. Smith, by and through his attorney, David R. Thompson, Esquire, and files the following Answer Containing New Matter to the Complaint filed by Plaintiff:

1. Admitted.
2. Admitted in part and denied in part. It is admitted that Countrywide Home Loans, Inc. was the servicer to whom Defendant was making payments of the subject mortgage. Defendant did not receive any notice that the Loan was transferred by Decision One Mortgage Company, LLC. It is denied that this Plaintiff ever had nor received ownership of legal title to Mortgage of Defendant.
3. Admitted.
4. Denied. Since the mortgage is not included in the Complaint, Defendant lacks sufficient knowledge to form an opinion as to the truth or falsity of the averment. The same is denied, and strict proof is demanded at the time of trial.

5. Admitted.

6. Paragraph 6 is specifically denied for reasons contained in the New Matter hereto, and strict proof is demanded at the time of trial.

7. Denied. After reasonable investigation, the Plaintiff is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied, and strict proof is demanded at the time of trial.

8. Denied. After reasonable investigation, the Plaintiff is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied, and strict proof is demanded at the time of trial.

9. Paragraph 9 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof is demanded at the time of trial.

10. Admitted in part and denied in part. It is admitted that notices by Plaintiff Mortgage Electronic Registration Systems, Inc. were provided to Defendant by regular and certified mail. By way of further pleading no notice has been provided to Defendant by Plaintiff Bank of New York as Trustee for CWABS 2002-BCI Trust.

11. Denied. Paragraph 11 is specifically denied, Defendant did meet with Plaintiff and an authorized Credit Counseling Agency. By way of further pleading, Defendant had been working with U. S. Mortgage Assistance, who was working with Countrywide Home Loans, Inc. with regard to a work out plan through May 9, 2003.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter Judgement in her favor and against the Plaintiff dismissing the Complaint with prejudice.

---

**NEW MATTER**

---

Paragraphs 1 through 11 are of Defendant's Answer are incorporation by reference as though the same were set forth at length herein.

12. When Defendant became in default on the Mortgage to Decision One Mortgage Company, LLC, he contacted U. S. Mortgage Assistance, who began to undertake negotiations with Countrywide Home Loans, Inc.

13. Defendant, through U. S. Mortgage Assistance, attempted to re-work the mortgage from June of 2002 until November 2002. By way of further pleading, representatives refused to take payments from Mr. Smith, indicating that these could be received after a work-out plan was completed.

14. At all times, it was indicated that no further action would be taken during the time that Mr. Smith was attempting a work-out plan.

15. The action was initiated by Mortgage Electronic Registration Systems, Inc., who did not have, nor have they ever had any ownership of or authority to act against Defendant with regard to his mortgage to Decision One Mortgage Company, LLC.

16. No complaint was filed by Bank of New York, as Trustee for CWABS 2002-BCI Trust.

17. No Important Notice was filed nor served upon Defendant by Bank of New York, as Trustee for CWABS 2002-BCI Trust, prior to its obtaining judgment against Defendant.

18. Defendant was provided no notice of the manner in which either of the Plaintiffs named had authority to act under the Defendant's mortgage.

19. Prior to Decision One Mortgage Company, LLC's assignment of mortgage to

Bank of New York, as Trustee for CWABS 2002-BCI Trust being recorded on December 12, 2002, Defendant received notice that said loan was assigned to Litton Loan Servicing, Inc. (A true and correct copy of said notice is attached hereto and marked as Exhibit "A").

20. At all relevant times hereto, Defendant was proceeding with mortgage assistance, which said negotiations were being accepted and entertained by Countrywide Home Loans, Inc. and Litton Loan Servicing, Inc. By way of further pleading, it was communicated that no action would be taken.

21. Plaintiffs' actions and filings are inherently confusing and incorrect on their face. By way of further pleading, Defendant avers that simply changing a party of record in this action does not adequately correct the mistake.

22. Defendant is being asked to defend an action by Mortgage Electronic Registration Systems, Inc., who has no ownership of said mortgage. The Important Notice is given by the same Defendant.

23. This occurs all the while Defendant is led under a false sense of security that his home will not be lost, that no action will be taken, and that the mortgaged will be re-worked.

24. In the midst of all of these actions, Countrywide Home Loans, Inc. assigned its interest to Litton Loan Services, Inc., who continued to negotiate with Defendant on a re-work plan. This assignment occurred prior to the assignment to Bank of New York, as Trustee for CWABS 2002-BCI Trust being recorded.

25. Defendant avers that Countrywide Home Loans, Inc. is responsible for the representations of its agents and employees.

Wherefore, Defendant respectfully requests this Honorable Court to enter judgment in her favor, dismissing Plaintiff's complaint with prejudice.

Respectfully submitted,

David R. Thompson, Esquire

RECEIVED  
JAN 14 2010  
COURT OF APPEALS  
STATE OF NEW YORK

SALE DATE: \_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

No.: 02-1424-CD

vs.

DAVID R. SMITH

**FILED**

JUL 10 2003

William A. Shaw  
Prothonotary


**AFFIDAVIT PURSUANT TO RULE 3129.1  
AND RETURN OF SERVICE PURSUANT TO  
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at:

PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff



CLEARFIELD COUNTY

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

No.: 02-1424-CD

vs.

DAVID R. SMITH

**AFFIDAVIT PURSUANT TO RULE 3129  
(Affidavit No. 2)**

BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840:

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

Name

Last Known Address (if address cannot be reasonably  
ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be reasonable  
ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be  
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

April 21, 2003

**Name and Address Of Sender** FEDERMAN AND PHELAN, LLP  
One Penn Center at Suburban Station Suite 1400  
Philadelphia, PA 19103-1814 **Dan G. Trautz/SZB**

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	DAVID R. SMITH	Tenant/Occupant, PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840		
2	10862489	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.

April 21, 2003

**BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1**

**vs.  
DAVID R. SMITH**

**TO: All parties in Interest and Claimants**

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY**

**OWNER(S): DAVID R. SMITH**

*(All of the defendants named in the action are not always the same as all the owners,  
please take care in this regard)*

**PROPERTY: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840**

Improvements: Residential dwelling

Judgment Amount: **\$59,975.75**

**CLEARFIELD COUNTY  
No. 02-1424-CD**

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale  
on 7/11/03, at the Clearfield County Courthouse, 1 North 2<sup>nd</sup> Street, Suite 116,  
Clearfield, PA 16830 at 10:00 A.M..

Our records indicate that you may hold a mortgage, judgment, or other interest on the property, which  
may be extinguished by the sale. You may wish to attend the sale to protect your interests. If you have  
any questions regarding the type of lien or the effect of the Sheriff's Sale upon your lien, we urge you to  
**CONTACT YOUR OWN ATTORNEY**, as we are not permitted to give you legal advice.

The Sheriff will file a schedule of Distribution on a date specified by the Sheriff not later  
than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions  
are filed thereto within 10 days after the filing of the schedule.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.,

Plaintiff

vs.

DAVID R. SMITH,

Defendant

No. 02-1424-CD

TYPE OF CASE:  
Civil Court Division

TYPE OF PLEADING:  
Certificate of Service

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:  
David R. Thompson, Esquire  
Attorney at Law  
Supreme Court 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

**FILED**

JUL 17 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,

Plaintiff

vs.

DAVID R. SMITH,

Defendant

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No. 02-1424

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct, certified copy of the **PETITION TO STRIKE AND OPEN JUDGMENT AND EMERGENCY STAY OF EXECUTION, WITH ORDER SCHEDULING HEARING FOR MONDAY, JULY 21, 2003, AT 1:30 P.M. IN COURTROOM NO. 1**, in the above captioned matter by faxing and depositing the same in the U.S. First Class Mail, postage prepaid and also by U.S. Certified Mail, Return Receipt Requested, on May 2, 2003, addressed as follows:

Francis S. Hallinan, Esquire  
FEDERMAN & PHELAN  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia PA 19103-1814

DATE: 7-10-03

BY:

  
David R. Thompson, Esquire

FEDERMAN AND PHELAN, L.L.P.  
By: Benjamin J. Ginsberg, Esquire  
Identification No.: 89404  
One Penn Center at Suburban Station  
1617 J.F.K. Blvd. - Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Bank of New York, as Trustee for  
CWABS 2002-BC1 Trust  
Plaintiff

vs.

David R. Smith  
Defendant

: Court of Common Pleas  
:  
: Civil Division  
:  
: Clearfield County  
:  
: No. 02-1424-CD

FILED

JUL 21 2003

William A. Shaw  
Prothonotary

**PLAINTIFF'S RESPONSE TO DEFENDANT'S PETITION TO OPEN AND  
STRIKE JUDGMENTS**

1. Admitted in part. Denied in part. It is admitted that the  
Petitioner/Defendant is David R. Smith. As to the current residency of Defendant,  
Plaintiff is without information sufficient to form a belief as to the truth of the averment.

2. Denied. Plaintiff filed a Suggestion of Record Change changing Plaintiff  
from Mortgage Electronic Registration Systems, Inc. to Bank of New York, as Trustee  
for CWABS 2002-BC1 Trust, a copy of which is attached as Exhibit G to Defendant's  
Petition.

3. Admitted.

4. Denied. Defendant's Mortgage is due from March 28, 2002. By way of  
further response, Countrywide Home Loans, Inc. was a servicer of the Mortgage.

5. Denied. Plaintiff is without information sufficient to form a belief as to  
the truth of the averment contained in paragraph five.

6. Denied. Plaintiff is without information sufficient to form a belief as to  
the truth of the averment contained in paragraph six. True and correct copies of the

collection notes from both Countrywide Home Loans, Inc. and Litton Loan Servicing are attached hereto, made part hereof, and marked as Exhibits B and C respectively.

7. Denied. Plaintiff is without information sufficient to form a belief as to the truth of the averment contained in paragraph seven.

8. Admitted.

9. Admitted in part. Denied in part. It is admitted that Plaintiff sent a 10-day letter to Defendant on October 31, 2002, attached as Exhibit C to Defendant's Petition. As to any information provided by Countrywide Home Loans, Inc. Plaintiff is without information sufficient to form a belief as to the truth of the averment. By way of further response, the Statute of Frauds requires any agreement regarding an interest in real property to be in writing. 33 P.S. §1. Polka v. May, 383 Pa. 80 (1955); Hostetter v. Hoover, 378 Pa. Super. 1, 7, 547 A.2d 1247, 1250 (1988); Atlantic Financial Federal vs. Orianna Historic Associates, 594 A.2d 365 (1991). The within mortgage foreclosure action pertains to an interest in real property located at P.O. Box 11, Seymour Street, Hawk Run, PA 16840. Since Defendant has not alleged that there was a writing or produced a copy of any writing memorializing any agreement, the Statute of Frauds prevents him from attempting to hold the Plaintiff to the terms of the alleged agreement. Polka v. May, Supra.

10. Admitted in part. Denied in part. It is admitted that Plaintiff filed a Praecipe for Judgment. However, Judgment was entered on April 28, 2003 in the amount of \$59,975.75. By way of further response, the Statute of Frauds requires any agreement regarding an interest in real property to be in writing. Defendant has not produced a copy of any writing memorializing any agreement with Countrywide Home Loans, Inc.

11. Denied. Paragraphs one, two and four of Plaintiff's Complaint identified Mortgage Electronic Registration Systems, Inc. and Countrywide Home Loans, Inc. By way of further response, the Statute of Frauds requires any agreement regarding an



interest in real property to be in writing. Defendant has failed to produce a copy of any writing memorializing any agreement with Countrywide Home Loans, Inc.

12. Denied. By Assignment of Mortgage, recorded on December 12, 2002, the Mortgage was assigned from Decision One Mortgage Company, LLC to Bank of New York, as Trustee for CWABS 2002-BC1 Trust.

13. Admitted in part. Denied in part. It is admitted that the Assignment was recorded on December 12, 2002 as Instrument #200219897. By way of further response, Plaintiff is without information sufficient to form a belief as to the truth of the averment regarding notice of assignment.

14. Denied. The Statute of Frauds requires any agreement regarding an interest in real property to be in writing. Defendant has failed to produce a copy of any writing memorializing any agreement with Countrywide Home Loans, Inc.

15. Admitted in part. Denied in part. It is admitted that Countrywide Home Loans, Inc. provided Defendant with notice on November 21, 2002 regarding the transfer of the servicing of the Mortgage. By way of further response, Plaintiff is without information sufficient to form a belief as to the averment regarding a workout agreement.

16. Denied. Plaintiff is without information sufficient to form a belief as to the averment of paragraph sixteen. By way of further response, if Defendant was in the financial position to pay back all of the payments missed, he should have cured the arrears. By way of further response, the Statute of Frauds requires any agreement regarding an interest in real property to be in writing. Defendant has failed to produce a copy of any writing memorializing any agreement with Countrywide Home Loans, Inc.

17. Admitted in part. Denied in part. It is admitted that Plaintiff filed a Suggestion of Record Change amending the name of Plaintiff to Bank of New York, as Trustee for CWABS 2002-BC1 Trust. By way of further response, the Prothonotary

bounced Plaintiff's Writ and Judgment package due to the Sheriff's office being behind on forwarding Proof of Service of Complaint to the Prothonotary.

18. Admitted.

19. Admitted in part. Denied in part. It is admitted that a second Writ and Judgment package were filed and that a second Judgment was entered. By way of further response, the Prothonotary bounced the original Writ and Judgment package due to the Sheriff's office being behind on forwarding Proof of Service of Complaint to the Prothonotary.

20. Admitted.

21. Denied as stated. The date of the Notice of Sheriff's Sale is irrelevant. Defendant was personally served with Notice of Sale on June 9, 2003, clearly within the statutory time frame prescribed by Pa.R.C.P. 3129.2. A true and correct copy of the Affidavit of Service is attached hereto, made part hereof, and marked as Exhibit A.

22.-24. Denied. Plaintiff is without information sufficient to form a belief as to the averments of paragraphs twenty-two through twenty-four. By way of further response, the Statute of Frauds requires any agreement regarding an interest in real property to be in writing. Defendant has failed to produce a copy of any writing memorializing any agreement with Countrywide Home Loans, Inc. or any other mortgage servicer. By way of further response, if Defendant was in the financial position to pay back all of the payments missed, he should have cured the arrears.

25. Denied. Paragraphs one, two and four of Plaintiff's Complaint identified the authority to collect payments.

26. Denied. Plaintiff's Complaint and 10-day Letter referred Defendant to take the Complaint to a lawyer or to contact the Clearfield County Court Administrator's Office to find out where he could get legal help.

27. Denied. On April 25, 2003, Litton Loan Servicing called Defendant to inform him that his loan modification was denied. A true and correct copy of Litton's collection notes is attached hereto, made part hereof, and marked as Exhibit C.

28. Denied. There is no defect on the face of the record. A petition to strike a judgment may only be granted for a fatal defect or irregularity appearing on the face of the record. Therefore, the Court is limited to a review of only the record as filed.

Resolution Trust Corporation v. Copley Qu-Wayne Associates, 683 A.2d 269, 273 (Pa. 1996).

29. Plaintiff refers to its response in paragraph twenty-eight above. By way of further response, Plaintiff filed a Suggestion of Record Change on February 18, 2003 changing Plaintiff to Bank of New York, as Trustee for CWABS 2002-BC1 Trust.

30. Admitted.

31.-33. Denied. Defendant's Petition to Open Judgment is not timely. By way of further response, a default judgment may be opened by a party's petition if the Petition to Open Judgment has been promptly filed, if the moving party has a meritorious defense, and if the moving party has a reasonable excuse or explanation for the delay in filing a responsive pleading. Dumoff v. Spencer, 754 A.2d 1280, 1282 (Pa. Super. 2000).

Defendant alleges that he first contacted counsel in the end of May 2003 and met with counsel in June 2003. Defendant's Petition to Open Judgment was not filed until July 8, 2003. This created a more than two-month delay between the entry of Judgment and Defendant's Petition to Open Judgment. Defendant provides no explanation or excuse as to why this delay existed between contacting his counsel in May 2003 and filing the instant Petition on July 8, 2003.

34. Denied. Defendant's Mortgage is due from March 28, 2002. By way of further response, Plaintiff is without information sufficient to form a belief as to the truth of the averments contained in paragraph thirty-four. By way of further response,

typically, after a mortgagor defaults, a mortgage company will only accept a full reinstatement of the loan. The terms of the Mortgage do not require a mortgage company to accept partial payments. Since partial payments do not cure the arrearage, the mortgage company would still have to foreclose on the Mortgage. A true and correct copy of the Mortgage is attached hereto, made part hereof, and marked as Exhibit D. By way of further response, if Defendant was in the financial position to pay back all of the payments missed, he should have cured the arrears.

35. Denied. Plaintiff is without information sufficient to form a belief as to the truth of the averments of paragraph thirty-five. By way of further response, the Statute of Frauds requires any agreement regarding an interest in real property to be in writing. Defendant has failed to produce a copy of any writing memorializing any agreement with Countrywide Home Loans, Inc.

36. Denied. Plaintiff refers to its response in paragraphs thirty-one through thirty-three above. By way of further response, Defendant is required to provide a reasonable explanation for his failure to file a responsive pleading. Dumoff, 754 A.2d at 1282. Defendant alleges that he had the funds to pay the default, that no action would occur, that he not repay the amount owed, and that a workout was possible. Defendant's averments are not reasonable explanations as to why no responsive pleading was filed. Defendant had plenty of time to file a responsive pleading. Plaintiff sent two written notices to Defendant: on October 10, 2002, Defendant was personally served with Plaintiff's Complaint; and on October 31, 2002, Plaintiff sent a 10-day Letter to Defendant attached as Exhibit C to Defendant's Petition.

37. Denied. Defendant has failed to set forth a meritorious defense. Plaintiff filed a Suggestion of Record Change on February 18, 2003 changing Plaintiff from Mortgage Electronic Registration Systems, Inc. to Bank of New York, as Trustee for CWABS 2002-BC1 Trust. By way of further response, the Statute of Frauds requires any

agreement regarding an interest in real property to be in writing. Defendant has failed to produce a copy of any writing memorializing any agreement with "representatives of the company who allegedly had the right to collect payments from him."

38.-40. Denied. Plaintiff is without information sufficient to form a belief as to the truth of the averments contained in paragraphs thirty-eight through forty.

41. Denied. It is Plaintiff/Respondent that will suffer prejudice if Judgment is opened.

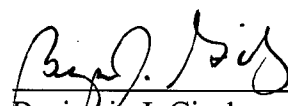
42. Denied. Defendant's averment is moot as a stay of the Sheriff's Sale was entered on July 8, 2003. A true and correct copy of the Order is attached hereto, made part hereof, and marked as Exhibit E. By way of further response, Defendant has failed to provide a meritorious defense to the underlying mortgage foreclosure action. By way of further response, Defendant has failed to provide a brief with his Petition to Open and Strike Judgments.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny and dismiss Defendant's/Petitioner's Petition to Open and Strike Judgments with prejudice and allow Plaintiff to proceed with its foreclosure action, including exposing the property to Sheriff's Sale.

Respectfully submitted,

FEDERMAN AND PHELAN, LLP

Date: 7-18-03

  
Benjamin J. Ginsberg, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, L.L.P.  
By: Benjamin J. Ginsberg, Esquire  
Identification No.: 89404  
One Penn Center at Suburban Station  
1617 J.F.K. Blvd. - Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Bank of New York, as Trustee for  
CWABS 2002-BC1 Trust  
Plaintiff

vs.

David R. Smith  
Defendant

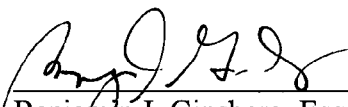
: Court of Common Pleas  
:  
: Civil Division  
:  
: Clearfield County  
:  
: No. 02-1424-CD

**CERTIFICATION OF SERVICE**

I certify that a true and correct copy of Plaintiff's Response to Defendant's  
Petition to Open and Strike Judgments and Brief in Support thereof were sent via Federal  
Express to counsel for Defendant on the date indicated:

David R. Thompson, Esquire  
P.O. Box 587  
308 Walton Street, Suite 4  
Phillipsburg, PA 16866

Date: 7-18-03

  
Benjamin J. Ginsberg, Esquire  
Attorney for Plaintiff



**ATTORNEY FOR PLAINTIFF**  
**FRANK FEDERMAN, ESQUIRE**  
**I.D.#12248**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy Blvd., Suite 1400**  
**Philadelphia, PA 19103-1814**  
**(215) 563-7000**





Update Mode 7/16/03

Countrywide Home Loans

07:56:46

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up	Contact	Ex
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<u>T S</u>	<u>History of Contacts Made</u>	<u>Date</u>	<u>Date</u>	<u>Cd</u>
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RCVD TRNSFRD CALL; S/W AUTH 3RD PRY JAMIE; ADVSD	11/27/02
MRS THE SERVICING OF THE LOAN HAS BEEN TRNSFRD AND	11/27/02
GAVE HER 800 # FOR LITTON	11/27/02

\*\*\*\*\*JILLIAN GARRETT EXT 5107\*\*\*\*\* 11/27/02

T N Other No Contact action 11/29/02

NO CLL MDE DUE TO REVWD LOAN\*\*\*\*\*MB

I C 12022002 Request # 00010 Order # 001870440-001

Servicing Sold or Released	12/02/02
----------------------------	----------

I R 11/22/2002 Req# 00010 Ord# 001870440-001 SWEEPORDE 12/09/02

M PMI TURN SENT 021218 12/19/02

R W CREDIT REPORTING: 87 = FORCLSR PROC STARTED 12/22/02

C C Other Review 7/02/03

[illegible]

<<<<< SENT OLD WORKOUT FILE TO STORAGE - LABEL #99 7/02/03

[illegible]

>>>>>>>>>>>>>>> KC GULESERIAN

Bottom

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

More...

MDS613-10                      Customer Delinquent Contact                      Update Mode                      7/16/03  
 DVARNADO                      Countrywide Home Loans                      07:56:38

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T S	History of Contacts Made	Follow-Up Date	Contact Date	Ex Cd
	HMSAVR>>> Patricia Angel / Ext: 598-4731		11/20/02	
W O	HomeSaver Key Task: Send Kill n Bill. Prompt: Task Completed, Value: Not Applicable.		11/20/02	V
	HMSAVR>>> Patricia Angel / Ext: 598-4731		11/20/02	
W O	Workout Status Changed to Cnl - Investor. Workout Type Modification.		11/20/02	V
	HMSAVR>>> Patricia Angel / Ext: 598-4731		11/20/02	
T N	Left Message to call		11/21/02	L
T N	Left Message to call		11/21/02	L
T N	Left Message to call		11/21/02	L
C C	Other Contact action		11/22/02	
	AUTH 3RD PRY CLD IN SD THT SHE RCVD MSSG..MRS SD		11/22/02	
	THT SHE HAS BEEN SNDING PANGEL SOME INFO..PLACED		11/22/02	
	MRS ON HOLD TO TRNSFR THE CLL...MRS HUNG UP~~~~~		11/22/02	
	~~~CANDACE		11/22/02	
T N	Left Message to call		11/26/02	L

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

, DVARNADO

Countrywide Home Loans

07:56:34

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T S	History of Contacts Made	Follow-Up Date	Contact Date	Ex Cd
	ompt: Task Completed, Value: Yes.		11/20/02	
	HMSAVR>>> Patricia Angel / Ext: 598-4731		11/20/02	
W O	HomeSaver Key Task: Complete Mod Documents. Prompt: Task Completed, Value: Not Applicable.		11/20/02	V
	HMSAVR>>> Patricia Angel / Ext: 598-4731		11/20/02	
W O	HomeSaver Key Task: Send Docs to Borrower. Prompt: Task Completed, Value: Not Applicable.		11/20/02	V
	HMSAVR>>> Patricia Angel / Ext: 598-4731		11/20/02	
W O	HomeSaver Key Task: Receive Investor Approval. Prompt: Investor Response, Value: Not Applicable.		11/20/02	V
	HMSAVR>>> Patricia Angel / Ext: 598-4731		11/20/02	
W O	HomeSaver Key Task: Receive Upfront Funds. Prompt: Task Completed, Value: Not Applicable.		11/20/02	V
	HMSAVR>>> Patricia Angel / Ext: 598-4731		11/20/02	
W O	HomeSaver Key Task: Receive Upfront Funds. Prompt: Amount Received, Value: 0.0.		11/20/02	V

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:56:30

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S History of Contacts Made Date Date Cd

~~X~~ V NO GRNTY AND S/D IS COMING UP SD SHE U/S..MSOLIS 11/15/02

I O FSR - COUNTRYWIDE FIELD SERVICE CORP ..FIELD SRVS 11/16/02

Monthly Verify Occupancy Ordered 11/16/02

Order # 001870440-001 REQ#-00010 Due on / / 11/16/02

R W CREDIT REPORTING: 87 = FORCLSR PROC STARTED 11/16/02

M PMI TURN SENT 021118 11/19/02

W O HomeSaver Key Task: Request Investor Approval. Pro 11/20/02 V

mpt: Task Completed, Value: Yes. 11/20/02

HMSAVR>>> Patricia Angel / Ext: 598-4731 11/20/02

W O HomeSaver Key Task: Request MI Approval. Prompt: T 11/20/02 V

ask Completed, Value: Not Applicable. 11/20/02

HMSAVR>>> Patricia Angel / Ext: 598-4731 11/20/02

W O HomeSaver Key Task: Second Lien Exist?. Prompt: Ta 11/20/02 V

sk Answer, Value: Not Applicable. 11/20/02

HMSAVR>>> Patricia Angel / Ext: 598-4731 11/20/02

W O HomeSaver Key Task: Advise Borrower of Decline. Pr 11/20/02 V

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:56:25

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S History of Contacts Made Date Date Cd

8-8014 EXT.135 ADV HER THAT MR WAS DECLINE FOR LOA	11/15/02
N MOD ASSIST, AT THIS TIME DUE TO HE ONLY HAS AN P	11/15/02
OSTIVE MFI OF \$4.00 A MNHT AND ONLY HAS 1 PYMT AS	11/15/02
UFF AND IN AUG HE CLAIMED TO HAVE 1 PYMT SO BY THI	11/15/02
S TIME HE SHOULD HAVE AT LEAST 3-4 PYMTS AVAIL SH	11/15/02
E STATED HE WAS PAYING MEDICAL BILLS FOR A KNEE SU	11/15/02
RGRY HE WILL BE HAVING ADV HER THEN HE WILL BE MIS	11/15/02
SING TIME FROM WRK SO HE IS STILL IN THE MIDDLE OF	11/15/02
HIS HARDSHIP ADV HER IT MUST ALSO BE RESLOVED FOR	11/15/02
LOAN MOD REV, SD SHE UNDERSTOOD BUT HE WQAS GOING	11/15/02
OT GET PAID FOR TIME OFF AND WILL GET A RENTER TO	11/15/02
INCREASE HIS INCOME ADV HER HE NEEDS ABOUT \$350+	11/15/02
A IN RENTAL INCOME TO QUILFY FOR A 12 MNMTH PLAN W	11/15/02
/ ONLY \$1000.00 UFF THAT SHE CLAIMED MR TOLD HER H	11/15/02
E COULD HAVE BY THE EOM ADV HER TO GET A RNTL AGRM	11/15/02
NT AND FAX WHEN MR CALLS IN TO SPK TO REPAY NEG AD	11/15/02

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:56:18

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T S	History of Contacts Made	Follow-Up Date	Contact Date	Ex Cd
W O	Jamie Lambert cld to ask about mfi requirements...		11/13/02	V
	.Transferred to ext.2215 in Simi at her request...		11/13/02	
	...		11/13/02	
	HMSAVR>>> Misty Anable / Ext: 596-6961		11/13/02	
T N	Left Message to call		11/13/02	L
	*****SUPERVISOR REV,*****		11/13/02	
	RETURNED MR V/M TO BUS1 WAS ADV BY BARBARA IN MAIL		11/13/02	
	ROOM THAT MR SMITH WASNT AVAILB, CALLED HM1 LMTC		11/13/02	
	WILL AWAIT MR CALL REQ, MR PROVIDE ME WITH CELL OR		11/13/02	
	PAGER NUMBER IF AVAILB, TO AVOID PHONE TAG.....		11/13/02	
	.....MSOLIS		11/13/02	
	*****		11/13/02	
P F	Plan Formal		11/15/02	P
	*****SUPERVIOR REV,*****		11/15/02	
	RETURNED MR V/M TO HM1 LMTC....RETURNED 2ND V/M TO		11/15/02	
	3RD PARTY JAIME W/US MORTG, WE HAVE AUTHO @ 888-38		11/15/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom



MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:56:14

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T S	History of Contacts Made	Follow-Up Date	Contact Date	Ex Cd
	RESPONDED TO EMAIL FROM SONNY STATING BRWER CALLED		11/11/02	
	IN WANTING TO SPK TO PANGEL SHE IS OUT ON VAC, UN		11/11/02	
	TIL 11/19/02 SHE DID ADV BRWER TO CONTACT ME OR SO		11/11/02	
	NNY FOR ASSIT, CALLED HM1 LMTC WILL AWAIT HIS RESP		11/11/02	
	ONSE BRWER CONCERNED ABOUT SALE DATE? [REDACTED]		11/11/02	
	[REDACTED]		11/11/02	
	[REDACTED]		11/11/02	
	[REDACTED].....MSOLIS		11/11/02	
	*****		11/11/02	
C C	Counselor Review		11/12/02	
	*****WORKOUT SOLICITATION CALL*****		11/12/02	
	RECEIVED W/O PPS BY MAIL... ORIGINAL W/O TURNED IN		11/12/02	
	BY JILLINA... ADDITIONAL INFO NOW REQUESTED BY		11/12/02	
	PATTY ... AS THE LAST DOCMT IS BY MILO AND AS PATT		11/12/02	
	Y IS NOT IN FORWARDED THESE PPS TO MILO DESK..*****		11/12/02	
	*****RPHIP		11/12/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:56:05

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S History of Contacts Made Date Date Cd

\*  
 ONLY HAD 1 PYTM NOW.. ADV THAT I WOULD CLOSE FILE 11/08/02  
 & IF THEY WOULD GET MORE UFF & RENTAL INCOME/PROOF 11/08/02  
 OF RETURNING CAR HE MIGHT BE CONSIDERED FOR REPAY. 11/08/02  
 .NT GURANTEED,, ADV OF POSSIBLE SALE DATE,..ADV NE 11/08/02  
 ED TO CONTACT ATTY..& CAN C/B FOR JILLIAN EXT 5107 11/08/02  
 FOR FURTHER REVIEW\*\*\*\*\*PANGEL EXT 2215\*\*\*\* 11/08/02

T C Workout Commitment 11/08/02

BORROWER CALLED ME AND STATED HE HAD FAXED OVER CA 11/08/02

SHIER CK FOR 500.00 MR STATED HE WOULD HAVE A TOTA 11/08/02

L OF 1000.00K BY END OF MONTH. MR STATED PATRICAI 11/08/02

AND ADVISED HIMT O CALL ME OR MILO ONCE INFO WAS F 11/08/02

ORWARDED. I ADVISED HIM FAX MACHINE WAS DOWN AND T 11/08/02

HAT I WOULD HAVE TO FOLLOW UP ACCOUNT. MR STATES T 11/08/02

HIER IS A SALE ON ACCOUNT FOR THE TENTH. SONNY 11/08/02

T N Left Message to call 11/11/02 L

\*\*\*\*\*SUPERVISOR REV,\*\*\*\*\* 11/11/02

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:58

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S History of Contacts Made Date Date Cd

FOR FURTHER REVIEW

11/07/02

C C Other Contact action

11/08/02

TT AUTH 3RD PARTY\*\*\* JAMIE VI\*\*\* ADV THAT LOAN MOD  
WAS NOT AN OPTION..ADV THAT BWR FINANACIAL CANNOT  
SUPPORT IT...ADV THAT WHEN I SPOKE TO BWR & TOOK H  
IS FINANCIALS & ADV HIM OF INCOME.. BWR HAD STD TH  
AT HE HAD RETURNED CAR & NO LONGER HAD A PYMT ADV  
THAT I WOULD NEED PROOF.. BWR WAS UNABLE TO RETURN  
CAR & WAS STILL RESPONSIBLE FOR PYMT.. BWR HAD ST  
D THAT HE WOULD BE GETTING A ROOMATE AS OF NXT MTH  
& WOULD HEPL WITH BILLS & RENT..HAD ADV BWR FOR PO  
SSIBLE REPAY IF HE WOULD NO LONGER HAVE CAR PYMT &  
WITH RENATL INCOME...BWR AS OF NOW HAS NONE.. ADV  
THAT THIS WAS NOT A GURANTEED,, ADV THAT RENTAL I  
NCOME CANNOT BE USED IN LOAN MOD IF NOT APPLIED FO  
R LOAN WITH IT,,ADV THAT HE WOULD NEED MORE UFF..

11/08/02

11/08/02

11/08/02

11/08/02

11/08/02

11/08/02

11/08/02

11/08/02

11/08/02

11/08/02

11/08/02

11/08/02

11/08/02

11/08/02

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:51

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T S History of Contacts Made Follow-Up Contact Ex

Date Date Cd

11/07/02

11/07/02

11/07/02

11/07/02

11/07/02

11/07/02

11/07/02

\* ADV THAT  
THIS WAS NOT A GURANTEED & F/C & COLLECTION ACTIVI  
TY STILL CONTINUE AS WELL AS SALE DATE...\*\*\*PANGEL

11/07/02

11/07/02

EXT 2215\*\*\*\*

11/07/02

C C Other Review

11/07/02

\*\*\* CALCULATED IMPACT ESTIMATED LOSS

11/07/02

\$-32,666.76 FORWARDED COMPLETED REQUEST F/IMPACT

11/07/02

TO PATRICIA ANGEL FOR REVIEW. SALEX \*\*\*

11/07/02

C C Other Review

11/07/02

RECD FINANCIAL PKGE FRM H/O FWD TO RPHILIPOSE

11/07/02

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:46

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T	S	History of Contacts Made	Follow-Up Date	Contact Date	Ex Cd
---	---	--------------------------	----------------	--------------	-------

TT	JAMIE AUTH 3RD PARTY*** CALLING TO REVIEW W/O F	11/07/02			
	ILE FOR HER CUST..STD THAT BWR WILL BE HAVING A SU	11/07/02			
	RGURY DONE IN EARLY DEC, BUT WILL BE RECEIVING BEN	11/07/02			
	EFITS,, STD THAT HE WILL HAVE A ROOMATE BY THEN...	11/07/02			
	STD THAT BWR WILL HAVE 2 PYMTS BUT ONLY HAS ONE N	11/07/02			
	OW.. STD THAT SHE WAS TOLD THAT A SALE DATE WAS ON	11/07/02			
	PREOPERTY ..ADV THAT I DID NOT SHOW BUT WILL CALL	11/07/02			
	ATTY,,, ADV THAT I WOULD CALL HER BACK,,ADV THAT I	11/07/02			
	WOULD BE OUT OF THE OFFICE FROM 11/8-11/18 & NEEDE	11/07/02			
	D TO MAKE SURE SALE DATE WAS NOT IN THOSE DAYS///*	11/07/02			
	ADV THAT THIS WAS NOT AGURANTEED & WOULD NEED TO C	11/07/02			
	ALL HER BACK*****PANGEL EXT 2215***	11/07/02			

C	C	Other Contact action	11/07/02		
---	---	----------------------	----------	--	--

TT	AUTH 3RD PARTY *JAMIE* . [REDACTED]	11/07/02			
	[REDACTED]	11/07/02			
	[REDACTED]	11/07/02			

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:42

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S History of Contacts Made Date Date Cd

\* ERSTOOD...ADV THAT THIS WAS NOT A GURANTEED,,, BWR 11/05/02  
 ST DTHAT HIS FRIEND WILL SOON MOVE IN WITH HIM IN 11/05/02  
 DEC.2002 & RENT A ROOM,, FOR EXTRA INCOME,, 11/05/02  
 BWR STD THAT HE WILL CALL BACK TO CONFIRM\*\*PANGEL 11/05/02  
 EXT 2215\*\*\* 11/05/02

W O Wrk Type : General 11/06/02 V  
 Trk Desc : Borrower Requested Assistance 11/06/02  
 Assigned To : Janice Wermeske / Ext: 596-6514 11/06/02  
 WPT>>> Ben Grady / Ext: 596-2756 11/06/02  
 W O Wrk Type : General 11/06/02 V  
 Trk Desc : Workout Type Canceled (No Letter) 11/06/02  
 Assigned To : Janice Wermeske / Ext: 596-6514 11/06/02  
 WPT>>> Janice Wermeske / Ext: 596-6514 11/06/02  
 W O \*\*\*FORWARD WORKOUT PACKAGE TO SV3-70\*\*\*\* 11/06/02 V  
 HMSAVR>>> Janice Wermeske / Ext: 596-6514 11/06/02  
 C C Other Contact action 11/07/02

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:38

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S History of Contacts Made Date Date Cd

\*\*RETURNING VOICEMESAGE\*\* CALLED HM1 L/M PROVIDED

11/05/02

800# &amp; EXT \*\*\*PANGEL EXT 2215\*\*\*\*\*

11/05/02

C C Other Contact action

11/05/02

TT DAVID VI...BWR STD THAT HE WAS STILL TRYING TO

11/05/02

GET PROOF OF CAR THAT HE IS RETURNING,, ST DTHAT I

11/05/02

T WAS BEING EVALUATED TO MAKE SURE IT WAS GOOD TO

11/05/02

RETURN.. BWR STD THAT HE WILL FAX SNAK STATEMENT,.

11/05/02

BWR REVIWED BANK STATEMENT WITH ME &amp; CH#'S.. BWR S

11/05/02

TD THAT HE WILL PROVIDE COPY OF HD1 .. STD THAT HE

11/05/02

DID NT GET NOTHING BACK BECAUSE HE REF TO PAY BAC

11/05/02

K BILLS &amp; CK WAS SENT DIRECTLY TO THEM.. BWR STD

11/05/02

THAT HE WILL GWT BK TO ME 11/06..ADV BWR THT I NEE

11/05/02

DED ALL INFOR BY 11/07 ..ADV THAT I WILL BE OUT OF

11/05/02

THE OFFICE FROM 11/8-11/18 &amp; I WOULD NOT BE ABLE

11/05/02

TO REVIEW INFO IF RECEIVED DURING TIME OUT OFOFFI

11/05/02

CE &amp; WILL HAVE TO WAIT UNTIL I CAME BACK,, BWR UND

11/05/02

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:35

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S History of Contacts Made Date Date Cd

\* WERE NOT VERY CLEAR...ADV BWR NOT A GURANTEED,,,\*\* 11/01/02  
\*RFD\*\* BWR WAS LAID OF FROM JOB DEC 2001 \$32,000 A 11/01/02  
YR BWR TOOK A PAY CUT IN A NEW JOB @ \$8.75 HR FOR 11/01/02  
CLOSE TO 5 MTHS.. BWR WAS MAKING PARTIAL PYMTS .. 11/01/02  
BWR WAS LIVING WITH GIRLFRIEND AT THAT TIME FIANCE 11/01/02  
BWR TOOK OUT LOAN FOR HER TO PAY OFF HER DEBTS & C 11/01/02  
O-SIGNED FOR A CAR,,GIRLFRIEND LEFT HIM IN JAN 200 11/01/02  
2 & WITH ALL BILLS.. BWR HAS GOTTEN NEW JOB WITH B 11/01/02  
ETTER PAY & POTENTIAL GROWTH AS OF 4/2002..BWR TRI 11/01/02  
ED TO MAKE PARTIAL PYMTS BUT WAS NO LONGER ALLOWED 11/01/02  
& PYMTS WERE NOT ACCEPTED.. BWR PAID OTHER DEBTS 11/01/02  
OFF & LOWERED HIS PYMTS & HAS RETURNED CAR AS OF 6 11/01/02  
/2002.. BWR WILL HAVE 2 UFF PYMTS.. BWR WILL CALL 11/01/02  
BACK TO CONFIRM FAX BY 11/4\*\*\*PANGEL EXT 2215\*\* 11/01/02

I R 10/22/2002 Req# 00009 Ord# 001770701-001 SWEEPORDE

11/04/02

T N Left Message to call

11/05/02 L

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom



MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:30

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

<u>T S</u>	<u>History of Contacts Made</u>	<u>Date</u>	<u>Date</u>	<u>Cd</u>
W O	HomeSaver Key Task: Check Foreclosure Sale Date. Prompt: FCL Action Requested, Value: No Action. Prompt: FCL Action Taken, Value: No Action. Prompt: Schedule Recurring Task, Value: Conclude Recurring Followup - 12/01/2002.		11/01/02	V
	HMSAVR>>> Patricia Angel / Ext: 598-4731		11/01/02	
W O	HomeSaver Key Task: Setup File. Prompt: Task Completed, Value: Yes.		11/01/02	V
	HMSAVR>>> Patricia Angel / Ext: 598-4731		11/01/02	
T N	Left Message to call		11/01/02	L
	*** CALLED HM1 L/M PROVIDED 800# & EXT ** RCVD W/O		11/01/02	
	PKG FOR LOAN MOD***PANGEL EXT 2215***		11/01/02	
C C	Other Contact action		11/01/02	
	TT DAVID VI...STD THAT HE WAS RETURNING CALL...ADV		11/01/02	
	BWR OF MISSING ITEMS..ADV TO PROVIDE MOST RECENT		11/01/02	
	PAY STUB & BNK STATEMENT..ADV THAT BANK STATEMENTS		11/01/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:26

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T S	History of Contacts Made	Follow-Up Date	Contact Date	Ex Cd
	CALLED HOME PHONE 1 - NO ANSWER		10/29/02	
	*****JILLIAN GARRETT EXT 5107*****		10/29/02	
W O	Workout Status Changed to Active. Workout Type Modification.		10/31/02	V
	HMSAVR>>> Sheri Hutchinson / Ext: 598-4731		10/31/02	
W O	Workout Assignee Changed to Patricia Angel / Ext: 598-4731. Workout Type Modification.		10/31/02	V
	HMSAVR>>> Sheri Hutchinson / Ext: 598-4731		10/31/02	
W O	set up file for mod...dated mfi, credit report, ordered new bpo history, app, nte, chase and acct status....hud1 unavail on fyi screen...for to Patty Angel @ x 2215 for review....		10/31/02	V
	HMSAVR>>> Sheri Hutchinson / Ext: 598-4731		10/31/02	
M	Supervisor Review		10/31/02	
	RCVD W/O PCKGE FORWARDED IT TO JILLIAN		10/31/02	
	.....KBUITRAGO		10/31/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:21

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S	History of Contacts Made	Date	Date	Cd
	*****JILLIAN GARRETT EXT 5107*****		10/28/02	
T N	Other No Contact action		10/28/02	
	NO CALL, ALREADY S/W BRWR TODAY. JS		10/28/02	
W O	Workout Referral		10/28/02	
	*****SOLICITATION CALL*****		10/28/02	
	CLLD H1; S/W MR; ADVSD MR THAT I HAVE RCVD ALL DOC		10/28/02	
	S AND WILL SUBMIT PACKET; ADVSD MR A NEGOTIATOR WI		10/28/02	
	LL BE IN CONTACT WITH HIM		10/28/02	
	*****JILLIAN GARRETT EXT 5107*****		10/28/02	
T A	Left Message/Answering Machine		10/29/02	N
T N	Left Message to call		10/29/02	L
	*****SOLICITATION CALL*****		10/29/02	
	CALLED BUSINESS PHONE 1 - LMTC		10/29/02	
	*****JILLIAN GARRETT EXT 5107*****		10/29/02	
T N	No Answer		10/29/02	N
	*****SOLICITATION CALL*****		10/29/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:17

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T S	History of Contacts Made	Follow-Up Date	Contact Date	Ex Cd
	///LBAYOH		10/24/02	
T A	Left Message/Answering Machine		10/26/02	N
T A	Left Message/Answering Machine		10/26/02	N
T N	No Answer		10/28/02	N
T N	No Answer		10/28/02	N
W O	Workout Referral		10/28/02	
	TT MR VI BWR REQUESTED TO SPEAK WITH JILLIAN AT 51		10/28/02	
	07..DID REFER...DSIMPSON...		10/28/02	
T A	Left Message/Answering Machine		10/28/02	N
T N	No Answer		10/28/02	N
	*****SOLICITATION CALL*****		10/28/02	
	CALLED HOME PHONE 1 - NO ANSWER		10/28/02	
	*****JILLIAN GARRETT EXT 5107*****		10/28/02	
T N	Left Message to call		10/28/02	L
	*****SOLICITATION CALL*****		10/28/02	
	CALLED BUSINESS PHONE 2 - LMTC		10/28/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:13

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S	History of Contacts Made	Date	Date	Cd
-----	--------------------------	------	------	----

T N	Other No Contact action		10/21/02	
	REVWD LN NO CALL MDE*** WM		10/21/02	
T N	Left Message to call		10/21/02	L
	*****SOLICITATION CALL*****		10/21/02	
	CALLED HOME PHONE 1 - LMTc		10/21/02	
	*****JILLIAN GARRETT EXT 5107*****		10/21/02	
C C	Transfer		10/22/02	
	S/W MR VI MR ASKED TO SPEAK WITH JILLIAN TRANSFER		10/22/02	
	CLL.....MROMERO		10/22/02	
T N	Left Message to call		10/23/02	L
T C	Workout Commitment		10/24/02	
	****VERIFIED ALL INFORMATION****		10/24/02	
	BRWR CALLED AND ADVS DTHAT SHE'S CALLING TO CONFIR		10/24/02	
	M COMMITMENT TO A POSSIBLE LOAN WORKOUT		10/24/02	
	PROGRAM AND WANTS TO SPEAK WITH JULLIAN W/ THE		10/24/02	
	SOLICITATION TEAM ...CALL ROUTED TO HER ...		10/24/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:55:03

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T S	History of Contacts Made	Follow-Up Date	Contact Date	Ex Cd
	S/W JAMIE AT US MORTGAGE ASSISTANCE; ADVSD OF DOCS NEEDED; MRS STD THE BWR IS TO HAVE THEM TO HER BY TODAY AND SHE WILL FAX THEM OVER ONCE SHE RCVS TH EM		10/14/02	
	*****JILLIAN GARRETT EXT 5107*****		10/14/02	
I O	FSR - COUNTRYWIDE FIELD SERVICE CORP ..FIELD SRVS Monthly Verify Occupancy Ordered		10/17/02	
	Order # 001770701-001 REQ#-00009 Due on / /		10/16/02	
W O	Workout Referral		10/17/02	
	TT MR VI BWR STATED THAT HE WOULD LIKE TO SPEAK WI TH SOME ONE ABOUT A REPAY...STATED BEEN WORKING WI TH JILLIAN...DID TRANS TO HER...DSIMPSON...		10/17/02	
C C	Transfer	10/21/02	10/18/02	
	TRNSFR TO 5107 BY REQST.. IORDAZ		10/18/02	
M	PMI TURN SENT 021018		10/19/02	
R W	CREDIT REPORTING: 87 = FORCLSR PROC STARTED		10/19/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10 Customer Delinquent Contact Update Mode 7/16/03  
 DVARNADO Countrywide Home Loans 07:54:59

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T S	History of Contacts Made	Follow-Up Date	Contact Date	Ex Cd
	I WILL CONTACT HER AFTER I RCV THE PCKT		10/08/02	
	*****JILLIAN GARRETT EXT 5107*****		10/08/02	
T N	Left Message to call		10/08/02	L
	*****SOLICITATION CALL*****		10/08/02	
	RCVD W/O PCKT; NOT COMPLETE; CALLED JAMIE TO NOTIF		10/08/02	
	Y WE NEED 2000 TAX RETURNS AND W-2'S; NEED 2 MNTHS		10/08/02	
	PAYSTUBS; ANOTHER MNTHS BANK STATEMENTS; ANY PROO		10/08/02	
	F OF HARDSHIP DOCS; ADVSD OF FAX NUMBER; LMTC		10/08/02	
	*****JILLIAN GARRETT EXT 5107*****		10/08/02	
I R	09/23/2002 Req# 00008 Ord# 001677940-001 SWEEPORDE		10/09/02	
T N	Left Message to call		10/11/02	L
	*****SOLICITATION CALL*****		10/11/02	
	LMTC FOR JAMIE FOR DOCS MISSING ON THIS PACKAGE		10/11/02	
	*****JILLIAN GARRETT EXT 5107*****		10/11/02	
W O	Workout Referral		10/14/02	
	*****SOLICITATION CALL*****		10/14/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

.DVARNADO

Countrywide Home Loans

07:54:56

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S	History of Contacts Made	Date	Date	Cd
	.ICHAIDEZ		10/02/02	
T A	Left Message/Answering Machine		10/04/02	N
T N	Left Message to call		10/07/02	L
	*****SOLICITATION CALL*****		10/07/02	
	CALLED HOME PHONE 1 - LMTC		10/07/02	
	*****JILLIAN GARRETT EXT 5107*****		10/07/02	
T N	No Answer		10/07/02	N
	*****SOLICITATION CALL*****		10/07/02	
	CALLED BUSINESS PHONE 1 - NO ANSWER		10/07/02	
	*****JILLIAN GARRETT EXT 5107*****		10/07/02	
W O	Workout Referral		10/08/02	
	*****SOLICITATION CALL*****		10/08/02	
	RCVD V/M FROM AUTH 3RD PRY JAMIE FROM U.S. MORTGA		10/08/02	
	GE ASSISTANCE; GAVE MRS FAX #; MRS STD SHE HAS FAX		10/08/02	
	ED OVER PACKT AND OVERNIGHTED 2 PACKETS; ADVSD MRS		10/08/02	
	I HAVE NOT RCVD ANYTHING ON THIS ACCT; ADVSD MRS		10/08/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom



MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:54:51

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

<u>T S</u>	<u>History of Contacts Made</u>	<u>Follow-Up Date</u>	<u>Contact Date</u>	<u>Ex Cd</u>
T N	No Answer		9/27/02	N
T N	Left Message to call		9/30/02	L
T N	No Answer		9/30/02	N
C C	Transfer		10/02/02	
	3RD PRY CLD TRANSFRD TO FCLSR IN PLANO..KNORDMAN		10/02/02	
W O	B/C loan. Xfered to B/C 800-669-0102		10/02/02	V
	HMSAVR>>> Monica Manning / Ext: 596-9030		10/02/02	
C C	Transfer		10/02/02	
	S/W AUTH/PARTY. JAIMIE CALLING IN FOR BORROWER. TR		10/02/02	
	ANSFR TO FORCLSR PER WC5...MY		10/02/02	
C C	Transfer		10/02/02	
	AUTH/JAMIE W/US MORTG CLD. X135 ;; ADV LOAN IS		10/02/02	
	SVCD IN ANOTHER AREA. GAVE 877# & CONNECTED CALL		10/02/02	
C C	Transfer		10/02/02	
	TTVI MRS JAMIE LAMBERT AUTHR STD HD SNT WRKOUT PCK		10/02/02	
	AGE & NEEDS TO CONFIRM STATS ON ACCT..TRNFR TO SLTN		10/02/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:54:48

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

T S	History of Contacts Made	Follow-Up Date	Contact Date	Ex Cd
	Monthly Verify Occupancy Ordered		9/16/02	
	Order # 001677940-001 REQ#-00008 Due on / /		9/16/02	
T N	Left Message to call		9/17/02	L
T N	Other No Contact action		9/17/02	
	CLD BS1:GOT V/M RECORDING LISTING NAMES,BUT BRWRS		9/17/02	
	NOT MENTIONED..NO MSG LEFT.LG		9/17/02	
T N	Left Message to call		9/18/02	L
T N	No Answer		9/18/02	N
M	PMI TURN SENT 020918		9/19/02	
T N	Left Message to call		9/19/02	L
T N	Left Message to call		9/19/02	L
T N	Other No Contact action		9/20/02	
	ACCT IS NOT SERV IN THIS AREA		9/20/02	
R W	CREDIT REPORTING: 83 = 150 DAYS PAST DUE		9/21/02	
T N	Left Message to call		9/26/02	L
T N	Left Message to call		9/26/02	L

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:54:43

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

History of Contacts Made		Follow-Up Date	Contact Date	Ex Cd
T S	RVWD ACCNT, WRKING W/ W/O....BWA		8/30/02	
T N	Left Message to call		9/05/02	L
	*****SOLICITATION CALL*****		9/05/02	
	L/M FOR JAMIE TO CONTACT ME REGRDNG W/O PACKAGE SE		9/05/02	
	NT; HAVE NOT RCVD ANYTHING BACK;		9/05/02	
	*****JILLIAN GARRETT EXT 5107*****		9/05/02	
T N	Left Message to call		9/05/02	L
	*****SOLICITATION CALL*****		9/05/02	
	CALLED BUSINESS PHONE 1 - LMTC		9/05/02	
	*****JILLIAN GARRETT EXT 5107*****		9/05/02	
T A	Left Message/Answering Machine		9/06/02	N
I R	08/23/2002 Req# 00007 Ord# 001588556-001 SWEEPORDE		9/10/02	
T A	Left Message/Answering Machine		9/13/02	N
T N	Left Message to call		9/14/02	L
T N	No Answer		9/14/02	N
I O	FSR - COUNTRYWIDE FIELD SERVICE CORP ..FIELD SRVS		9/17/02	

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:54:39

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S History of Contacts Made Date Date Cd

[REDACTED] 8/27/02  
[REDACTED] 8/27/02  
[REDACTED] 8/27/02  
[REDACTED] 8/27/02  
[REDACTED] 8/27/02

SENT L/N REGARDING F/C TO : JILLIAN GARRETT 8/27/02

\*\*\*\*\*JSPEER\*\*\*\*\* 8/27/02

C C Counselor Review 8/27/02

\*\*\*\*\*REVISED QUOTE REVISED\*\*\*\*\* 8/27/02

[REDACTED] 8/27/02

[REDACTED] 8/27/02

[REDACTED] 8/27/02

SENT L/N REGARDING F/C TO : JILLIAN GARRETT 8/27/02

\*\*\*\*\*JSPEER\*\*\* 8/27/02

T N Left Message to call 8/29/02 L

T N Other No Contact action 8/30/02

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10 Customer Delinquent Contact Update Mode 7/16/03  
DVARNADO Countrywide Home Loans 07:54:36

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S History of Contacts Made Date Date Cd

AL LOAN APP; FXD LOAN MOD PACKET TO JAMIE AT 904/2 8/26/02  
59/1213; ADVSD MRS NEED HRDSHP LTR, TX RTRNS, PYST 8/26/02  
BS; SUPPORTING DOCS AND COMPLETED WRKOUT PKG BY EN 8/26/02  
D OF WEEK; MRS STD SHE WILL CONTACT DAVID FOR INFO 8/26/02

; 8/26/02

\*\*\*\*\*JILLIAN GARRETT EXT 5107\*\*\*\*\* 8/26/02

C C Counselor Review 8/26/02

\*\*\*\*\*F/C REQUEST\*\*\*\*\* 8/26/02

RECV'D REQUEST FOR F/C ON : 08/26 8/26/02

RECV'D REQUEST FOR F/C FROM : JILLIAN GARRETT 8/26/02

REQUESTED G/T DATE :08/30 AND 09/16 8/26/02

PROCESSED VIA : E-MAIL 8/26/02

~~~~~JSPEER 8/26/02

\*\*\*\*\* 8/26/02

C C Counselor Review 8/27/02

\*\*\*\*\*QUOTE\*\*\*\*\* 8/27/02

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNAO

Countrywide Home Loans

07:54:31

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

| T S | History of Contacts Made                           | Follow-Up Date | Contact Date | Ex Cd |
|-----|--|----------------|--------------|-------|
|     | *****JILLIAN GARRETT EXT 5107*****                 |                | 8/26/02      |       |
| T N | Left Message to call                               |                | 8/26/02      | L     |
|     | *****SOLICITATION CALL*****                        |                | 8/26/02      |       |
|     | RTRND VM FROM JAMIE AT US MORTGAGE ASSISTANCE AT   |                | 8/26/02      |       |
|     | 888/388/8014 EXT 135 RGRDNG WRKOUT OPTS AVAIL      |                | 8/26/02      |       |
|     | *****JILLIAN GARRETT EXT 5107*****                 |                | 8/26/02      |       |
| W O | Workout Referral                                   |                | 8/26/02      |       |
|     | *****SOLICITATION CALL*****                        |                | 8/26/02      |       |
|     | S/W JAMIE FROM US MORTGAGE; RVWD AND UPDTD MFI;    |                | 8/26/02      |       |
|     | MRS STD THEY ARE INTERESTED IN A LOAN MOD; MRS STD |                | 8/26/02      |       |
|     | MR HAS 1 PMT TO CONTRIBUTE; ADVSD MRS FOR LOAN MO  |                | 8/26/02      |       |
|     | DS THE MORE UFF THE MORE LIKELY IT WILL BE APPROVE |                | 8/26/02      |       |
|     | D; ADVSD MRS NO GUARENTEE AND IT IS A 3 - 4 WEEK   |                | 8/26/02      |       |
|     | REVIEW PROCESS; RFD - JAMIE STD THAT MRS LEFT DAVI |                | 8/26/02      |       |
|     | D AND HE IS LEFT WTIH ALL OF THE BILLS; JAMIE STD  |                | 8/26/02      |       |
|     | SHE WASNT SURE IF MRS INCM WAS INCLD ON THE ORIGIN |                | 8/26/02      |       |

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:54:28

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

| T S | History of Contacts Made                            | Follow-Up Date | Contact Date | Ex Cd |
|-----|---|----------------|--------------|-------|
|     | E WAS TWO MONTHS BEHIND THAT IS WHY HE WAS PAYING   |                | 8/23/02      |       |
|     | SO MUCH BUT NOW IS A MONTH UP AND IS PAYING THE MI  |                | 8/23/02      |       |
|     | NIMAL...DSIMPSON...                                 |                | 8/23/02      |       |
| W O | Workout Referral                                    |                | 8/23/02      |       |
|     | TT JAMIE, V/I, RFD MS STD THAT MR SEPERATED FROM W  |                | 8/23/02      |       |
|     | IFE AND HE WAS STUCK W/ ALL THE BILLS. MR HAS RELE  |                | 8/23/02      |       |
|     | ASED THE VEHICLE. MR HAS ONE MNTHLY PMNT OF \$500.0 |                | 8/23/02      |       |
|     | 0, MFI IS POSITIVE \$123.00. MR IS CATCHING UP W/ A |                | 8/23/02      |       |
|     | LL HIS BILLS. MS WANTS TO TRY FOR LOAN MOD IN W/O   |                | 8/23/02      |       |
|     | DEPT. ADV OF FORCLSR AND POSSIBLE ATTRNY F/C. WILL  |                | 8/23/02      |       |
|     | ORDER ATTRNY F/C G/T 09/22/02, ADV NO GUARANTEE F   |                | 8/23/02      |       |
|     | OR LOAN MOD. TRNSFR TO JILLIAN V/M AND SEND L/N     |                | 8/23/02      |       |
|     | .....CCARDENAS                                      |                | 8/23/02      |       |
| T N | No Answer   |                | 8/26/02      | N     |
|     | *****SOLICITATION CALL*****                         |                | 8/26/02      |       |
|     | CALLED HOME PHONE 1 - NO ANSWER                     |                | 8/26/02      |       |

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:54:18

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

T S History of Contacts MadeDate Date Cd

T C No commitment

8/23/02 0

TT MR VI BWR STATED WOULD LIKE TO HOLLY HE IS FROM

8/23/02

US MORTGAGE AND WOULD LIKE TO SEE IF SHE OBTIANED

8/23/02

A FAX..STATED HOLLY SPEAKING WITH JAMIE FROM US M

8/23/02

ORTGAGE AND STATED SHE HAD SOME QUESTIONS ON THE P

8/23/02

APER WORK...WENT OVER MFI FROM FAX BWR STATED IS I

8/23/02

NCORRECT STATED THAT HE IS AWARE OF THE STATUS OF

8/23/02

THE PAST MFI BUT THAT THE CAR WAS RELEASED AND ALS

8/23/02

O ONE LOAN WAS REFINANCED AND ONE LOAN WAS PAYED O

8/23/02

FF..BWR STATED HIS UTILITIES ARE LOWERED AT THIS P

8/23/02

OUNT DUE TO BWR NEEDS TO BRING LOAN CURRENT SO HAD

8/23/02

TO DO SOMETHING....MFI IS A POSITIVE AMOUNT OF 12

8/23/02

3.00..BWR STATED IS GOING TO CALL JAMIE AND RECTIF

8/23/02

Y THIS STATED HE IS GOING TO GET COPIES OF HIS BIL

8/23/02

LS AND FAX THEM TO ME TO PROVE THAT THE MFI AT HAN

8/23/02

D RIGHT NOW IS CORRECT....ALSO FOR THE UTILITIES H

8/23/02

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom



MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:54:14

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

| T S | History of Contacts Made | Date | Date | Cd |
|-----|--------------------------|------|------|----|
|-----|--------------------------|------|------|----|

|     |                      |  |         |   |
|-----|----------------------|--|---------|---|
| T N | Left Message to call |  | 8/20/02 | L |
|-----|----------------------|--|---------|---|

|     |          |  |         |  |
|-----|----------|--|---------|--|
| C C | Transfer |  | 8/21/02 |  |
|-----|----------|--|---------|--|

|     |               |  |         |   |
|-----|---------------|--|---------|---|
| T C | No commitment |  | 8/21/02 | O |
|-----|---------------|--|---------|---|

|    |  |  |         |  |
|----|--|--|---------|--|
| TT | JAMIE FROM US MORTGAGES..VER INFO..MR SENT MFI I |  | 8/21/02 |  |
|----|--|--|---------|--|

|  |  |  |         |  |
|--|--|--|---------|--|
|  | NFO THAT NEEDS TO BE LOOKED AT...RFD MR WS MARRIED |  | 8/21/02 |  |
|--|--|--|---------|--|

|  |   |  |         |  |
|--|---|--|---------|--|
|  | AND WIFE LEFT NOW ONLY ONE INCOME AND ALL THE DEB |  | 8/21/02 |  |
|--|---|--|---------|--|

|  |  |  |         |  |
|--|--|--|---------|--|
|  | T..,ADIVSED THAT PER DAVID HE HAS FOUR LOANS \$460 |  | 8/21/02 |  |
|--|--|--|---------|--|

|  |  |  |         |  |
|--|--|--|---------|--|
|  | A MONTH AND ON THE MFI SHEET SHE FAXED HE ONLY HAS |  | 8/21/02 |  |
|--|--|--|---------|--|

|  |  |  |         |  |
|--|--|--|---------|--|
|  | ONE \$120 LOAN....ADVIOSED WE NEED TO KNOW IF HE H |  | 8/21/02 |  |
|--|--|--|---------|--|

|  |   |  |         |  |
|--|---|--|---------|--|
|  | AS THESE LOANS..ASKED IF HE HAS UFF? \$2674.91 IS D |  | 8/21/02 |  |
|--|---|--|---------|--|

|  |  |  |         |  |
|--|--|--|---------|--|
|  | UE TODAY....ADVISED TITLE FEES ARE ASSESSING ON LO |  | 8/21/02 |  |
|--|--|--|---------|--|

|  |  |  |         |  |
|--|--|--|---------|--|
|  | AN..MRS WANTS TO KNOW PAST MONTHS..ADVISED DUE FOR |  | 8/21/02 |  |
|--|--|--|---------|--|

|  |   |  |         |  |
|--|---|--|---------|--|
|  | MARCH..MRS SAID SHE WILL CONTACT THE HOME OWNER A |  | 8/21/02 |  |
|--|---|--|---------|--|

|  |                           |  |         |  |
|--|---------------------------|--|---------|--|
|  | ND CALL US BACK.....HOLLY |  | 8/21/02 |  |
|--|---------------------------|--|---------|--|

|   |  |            |         |  |
|---|--|------------|---------|--|
| M |  | 08/22/2002 | 8/22/02 |  |
|---|--|------------|---------|--|

|   |  |  |         |  |
|---|--|--|---------|--|
| M |  |  | 8/22/02 |  |
|---|--|--|---------|--|

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom

MDS613-10

Customer Delinquent Contact

Update Mode 7/16/03

DVARNADO

Countrywide Home Loans

07:54:11

Account #: 7016810 Customer's Name: DAVID R SMITH

Payment Pending: .00

Follow-Up Contact Ex

| T S | History of Contacts Made                            | Date | Date    | Cd |
|-----|---|------|---------|----|
|     | TT JAMIE FROM US MORTGAGE ASSISTANCE...ASKED WHAT I |      | 8/16/02 |    |
|     | CANT DO FOR THEM..MRS SAID TEHY SENT AUTH ON 7/16   |      | 8/16/02 |    |
|     | ADISED NEW POLICY..MRS SIAD ITS POWER OF ATTY...    |      | 8/16/02 |    |
|     | .ADIVSED FAX...HOLLY                                |      | 8/16/02 |    |
| I O | FSR - COUNTRYWIDE FIELD SERVICE CORP ..FIELD SRVS   |      | 8/17/02 |    |
|     | Monthly Interview Ordered                           |      | 8/17/02 |    |
|     | Order # 001588556-001 REQ#-00007 Due on / /         |      | 8/17/02 |    |
| R W | CREDIT REPORTING: 82 = 120 DAYS PAST DUE            |      | 8/18/02 |    |
| T N | No Answer   |      | 8/19/02 | N  |
| T N | Left Message to call                                |      | 8/19/02 | L  |
| C C | Counselor Review                                    |      | 8/19/02 |    |
|     | ***** RECIVED FAX ***** SUPPOSE TO BE POWER O       |      | 8/19/02 |    |
|     | F ATTY ..NO AUTH IN FILE.JUST MFI INFO WHICH IS DI  |      | 8/19/02 |    |
|     | FFERENT THEN ON FILE...NEED CONTACT WITH HOMEOWNE   |      | 8/19/02 |    |
|     | R...HOLLY   |      | 8/19/02 |    |
| M   | PMI TURN SENT 020819                                |      | 8/20/02 |    |

More...

F1=Split Hist F3=Exit

F9=Insp Sel F10=Wpt

F17=Top F18=Bottom



## Comments for loan # 10862489

Loan Number:


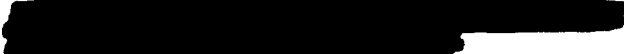




Borrower: David Smith    Atty File #

Transmit To:

☐ Requires Urgent Attention

Choose your comment type(s)

☒ Loss Mitigation  
 ☒ Foreclosure  
 ☒ Due Dil  
 ☒ Bankruptcy  
 ☒ Data QC  
 ☒ Collections  
☒ REO  
☒ Cust Svc  
☒ Arms  
☒ Taxes  
☒ Insurance  
☒ Cash  
☒ Web  
☒ Check All

| User  | DT Comment              | Comment   | Comment Type | Urgent Flag |
|---|-------------------------|---|--------------|-------------|
|  | 7/17/2003<br>5:23:16 AM |   | Attorney     |             |
| ddixon  | 7/16/2003<br>5:59:22 PM | wf to fc proc   | FC           |             |
|  | 7/16/2003<br>2:07:55 PM |   | Attorney     |             |
| rharriso  | 7/14/2003<br>4:29:25 PM | web exception- pls note this court's scheduled sale date as req,<br>there is no specified date at this time, atty's sale has been<br>stayed by court order, atty rwwg | FC           |             |
|  | 7/14/2003<br>9:27:12 AM |   | Attorney     |             |
| drivera   | 7/14/2003<br>7:18:42 AM | Reviewed FC Overdue   | FC           |             |
| ehenders  | 6/27/2003<br>4:24:01 PM | Emailed jessica bid 54053.43 open up to total debt<br>67566.79 + f/c sale 7/11  | FC           |             |

|            |                         |   |          |
|------------|-------------------------|---|----------|
| ehenders   | 6/27/2003<br>4:23:36 PM | Per MGIC bid opens 80% of total debt up to total debt   | FC       |
| [REDACTED] | 6/20/2003<br>5:22:49 AM | [REDACTED]  | Attorney |
| sreza      | 6/18/2003<br>7:48:38 AM | DAVOX: Dialed hm#, LMOR 7:53am CDT  | CL       |
| rhamiso    | 6/12/2003<br>4:21:03 PM | web exception- sale sched 7/11/03   | FC       |
| [REDACTED] | 6/12/2003<br>3:32:41 PM | [REDACTED]  | Attorney |
| Collection | 5/28/2003<br>5:23:28 AM | Collection Inspection Ordered   | CL       |
| 86 050603  | 5/6/2003                | GENERIC TAX BILL LETTER SENT TO HOMEOWNER   | TX       |
| kjones     | 4/29/2003<br>3:32:07 PM | 3rd party called, US Mortgage Assist., Very demanding and pushy female doesn't understand why the mod was denied. Adv her investor will not allow loan to be modified. Adv her bwr will need to reinstate or sell property. His financial info according to her, bwr can't afford repay plan. | CL       |

First

Prev

Page: 1 of 5

Next

Last

## Comments for loan # 10862489

Loan Number:

Borrower: David Smith    Atty File #

Transmit To:

☐ Requires Urgent Attention

Choose your comment type(s)

☒ Loss Mitigation  
 ☒ Foreclosure  
 ☒ Due Dil  
 ☒ Bankruptcy  
 ☒ Data QC  
 ☒ Collections  
☒ REO  
☒ Cust Svc  
☒ Arms  
☒ Taxes  
☒ Insurance  
☒ Cash  
☒ Web  
☒ Check All

| User       | DT Comment               | Comment  | Comment Type | Urgent Flag |
|------------|--------------------------|--|--------------|-------------|
| jchaffin   | 4/29/2003<br>3:24:41 PM  | referred 3rd party of fcl rpe Keith Jones 8328   | CL           |             |
| [REDACTED] | 4/28/2003<br>7:07:22 AM  | [REDACTED]   | Attorney     |             |
| swilliam   | 4/25/2003<br>3:13:34 PM  | rcvd call from brwr informed brwr that the mod has been denied: brwr stated he wants to mk pmt agr td brwr he would need to speak with fc coll dept in ref to possible pmt agr gv rep name and ext | LM           |             |
| swilliam   | 4/25/2003<br>3:04:50 PM  | called brwr at 814-342-6868 to inform of the same left message on recorder to rtn my call  | LM           |             |
| swilliam   | 4/25/2003<br>3:03:46 PM  | reviewed w/o reg the brwr doesn't meet the investor req for a loan modifcation; mailed out mod denial ltr  | LM           |             |
| swilliam   | 4/21/2003<br>10:47:41 AM | rcvd call from the brwr wanted to know the status of w/o td brwr w/o is pending will gv him a once a decision has been made 814-342-6868   | LM           |             |
| aramirez   | 4/17/2003<br>10:21:25 AM | rcvd email from MBauman requesting advise on IAS attempt to do bpo- sent email to cancel request we already have inspection results  | LM           |             |
| aramirez   | 4/16/2003<br>4:53:52 PM  | brwr calld to check status of loan - gave him specialist ext - explained results came in 4/15  | LM           |             |
| aramirez   | 4/15/2003<br>2:52:17 PM  | rcvd Appraisal report- frwd file to SWilliams for review   | LM           |             |

|           |                          |   |    |
|-----------|--------------------------|---|----|
| aramirez  | 4/15/2003<br>10:22:19 AM | sent email to CBrown to check status of AVM'a inspection  | LM |
| aramirez  | 4/15/2003<br>10:21:57 AM | rcvd email from MBauman - IAS unable to gain access in March- sent response that AVM did inspection cancel bpo request w / IAS they were unable to do bpo | LM |
| BPO_ORDER | 4/14/2003                | BPO Ordered - Interior  | LM |
| BPO_ORDER | 4/14/2003                | BPO Ordered - Interior  | FC |
| aramirez  | 4/10/2003<br>8:41:25 AM  | sent response bwr has been waiting since feb 27th - we have sale date 5/9   | LM |
| aramirez  | 4/10/2003<br>8:35:32 AM  | rcvd email from Mbauman- on AVM'S website it states bpo completed but there is no info on the Website for this bpo.                                       | LM |



Page: 2 of 5



## Comments for loan # 10862489

Loan Number:

Borrower: David Smith    Atty File #

Transmit To:

☐ Requires Urgent Attention

Choose your comment type(s)

☒ Loss Mitigation  
 ☒ Foreclosure  
 ☒ Due Dil  
 ☒ Bankruptcy  
 ☒ Data QC  
 ☒ Collections  
☒ REO  
☒ Cust Svc  
☒ Arms  
☒ Taxes  
☒ Insurance  
☒ Cash  
☒ Web  
☒ Check All

| User       | DT Comment               | Comment  | Comment Type | Urgent Flag |
|------------|--------------------------|--|--------------|-------------|
| aramirez   | 4/7/2003<br>3:29:17 PM   | bwr calld to check on status of bpo- infrm him no results in - will send another email to MBauman                                      | LM           |             |
| moadams    | 4/4/2003<br>11:20:28 AM  | 3 party clld in for , for BPO on finc package; advsd to contact the operator   | CL           |             |
| mtrevino   | 4/4/2003<br>9:51:13 AM   | Rec'd recorded Assign from Decision One Mtg to BONY, will forward to be image, and frwd back to custodian.                             | FC           |             |
| Collection | 4/2/2003<br>1:28:30 PM   | Collection Inspection Ordered  | CL           |             |
| aramirez   | 3/27/2003<br>6:02:14 PM  | sent email to Melinda to inform her bpo completed today  | LM           |             |
| aramirez   | 3/27/2003<br>6:00:26 PM  | I calld bwr per notes he had appt today - His inspection was performed he stated he knew the young lady she was a friend of bro n law. | LM           |             |
| aramirez   | 3/27/2003<br>5:59:49 PM  | rcvd email from Melinda Bauman - 48 hr cancellation for response on bpo not done - I need to reorder if I need the inspection          | LM           |             |
| aramirez   | 3/21/2003<br>3:36:26 PM  | bwr calld to inform us he has appt for bpo - 3/27  | LM           |             |
| aramirez   | 3/12/2003<br>10:37:34 AM | spoke to bwr infrm him we are trying to hire another inspector to process bpo-   | LM           |             |
| aramirez   | 3/11/2003<br>5:50:28 PM  | SWilliams sent email response to see if we can hire another vendor instead of IAS to handle- waiting on response                       | LM           |             |



|           |                         |   |    |
|-----------|-------------------------|---|----|
| aramirez  | 3/11/2003<br>5:49:36 PM | rcvd email frm CBrown - property is in rural Pa and IAS<br>has not been able to find an agent to do bpo- sent email to<br>SWilliams for advise- | LM |
| aramirez  | 3/5/2003<br>2:04:43 PM  | bwr calld has not had appt set for bpo- gave him IAS<br>1800# to call and make appt   | LM |
| aramirez  | 3/3/2003<br>4:33:31 PM  | bwr calld has not rcvd call for bpo- explained wait till Wed<br>and call me back if no appt made  | LM |
| BPO_ORDER | 2/27/2003               | BPO Ordered - Interior  | LM |
| BPO_ORDER | 2/27/2003               | BPO Ordered - Interior  | FC |



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## Comments for loan # 10862489

Loan Number:

Borrower: David Smith    Atty File #

Transmit To:

☐ Requires Urgent Attention

Choose your comment type(s)

☒ Loss Mitigation  
 ☒ Foreclosure  
 ☒ Due Dil  
 ☒ Bankruptcy  
 ☒ Data QC  
 ☒ Collections  
☒ REO  
☒ Cust Svc  
☒ Arms  
☒ Taxes  
☒ Insurance  
☒ Cash  
☒ Web  
☒ Check All

|   | User     | DT Comment              | Comment  | Comment Type | Urgent Flag |
|---|----------|-------------------------|--|--------------|-------------|
| * | aramirez | 2/26/2003<br>3:10:22 PM | bwr questioned if fcl still is active - explained yes until he is apprvd for Mod all other actions are legal | LM           |             |
|   | aramirez | 2/26/2003<br>3:08:28 PM | bwr lm on vmail- rtn call confirmed access to hm# 814-342-6868 for bwr-                                      | LM           |             |
|   | aramirez | 2/26/2003<br>3:05:13 PM |  | LM           |             |
|   | aramirez | 2/26/2003<br>3:05:06 PM |  | LM           |             |
|   | aramirez | 2/26/2003<br>3:05:03 PM |  | LM           |             |
|   | aramirez | 2/26/2003<br>8:39:39 AM | calld hm# lm on rec to call litton- Need cnfrmd access # for INT BPO   | LM           |             |
|   | aramirez | 2/25/2003<br>4:51:05 PM | pulled cbr   | LM           |             |
|   | aramirez | 2/25/2003<br>4:47:52 PM | rcvd w/o pkg: hardship ltr- current paystubs- Bank stmtnt- 2000 and 2001 w2                                  | LM           |             |
|   | kbell    | 2/25/2003<br>8:45:02 AM | rc'vd w/o pkg via FCL; rfrd to aramirez  | LM           |             |
|   | sjeter   | 2/24/2003<br>1:39:26 PM | loss mit pkg to loss mit box   | CL           |             |
|   | LSUGGS   | 2/14/2003               | TRANSFER TO FORECLOSURE DEPT/COLLECT DEPT 1ST  | CS           |             |

|            |                          |   |    |
|------------|--------------------------|---|----|
| Collection | 2/12/2003<br>6:27:39 AM  | Collection Inspection Ordered   | CL |
| kbell      | 1/25/2003<br>10:36:04 AM | no info rc'vd LM file closed at this time; mld denial ltr (cpy in file) | LM |
| LPOSADAS   | 1/23/2003                | TRANSFER TO FORECLOSURE DEPT/COLLECT DEPT 1ST                           | CS |
| kbell      | 1/17/2003<br>11:21:03 AM | vrfyng if ltr of auth rc'vd; no info at this time                       | LM |



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## Comments for loan # 10862489

Loan Number:

**Borrower:** David Smith    **Atty File #**

**Transmit To:**

☐ Requires Urgent Attention

**Choose your comment type(s)**

☒ Loss Mitigation  
 ☒ Foreclosure  
 ☒ Due Dil  
 ☒ Bankruptcy  
 ☒ Data QC  
 ☒ Collections  
☒ REO  
☒ Cust Svc  
☒ Arms  
☒ Taxes  
☒ Insurance  
☒ Cash  
☒ Web  
☒ Check All

| User       | DT Comment                | Comment  | Comment Type | Urgent Flag |
|------------|---------------------------|--|--------------|-------------|
| BPO_ORDER  | 1/10/2003                 | BPO Ordered - Exterior   | LM           |             |
| BPO_ORDER  | 1/10/2003                 | BPO Ordered - Exterior   | FC           |             |
| bnorther   | 1/9/2003<br>3:34:06 PM    | rcvd hardship ltr, tax info, check stub, bank stmtnt, still need financial ofrm...tel brwr and adv of such and he adv that he has someone working with him on this matter and she will be handling everything..adv that we will need auth ltr from him to diclose info to her..brwr stated he will send and have Rep call in | LM           |             |
| bnorther   | 1/7/2003<br>8:18:47 AM    | rcvd pkg form f/c....  | LM           |             |
| jblagg     | 1/6/2003<br>4:11:01 PM    | foward loan though access today.   | CL           |             |
| jblagg     | 1/2/2003<br>2:52:15 PM    | borrower called in wanting to make arrangements took financials borrower has a small surplus of \$131.10. borrower has no funds at this time for pymt plan.  | CL           |             |
| SBELTRAN   | 1/2/2003                  | TRANSFERRED CALL TO LOSS MITIGATION DEPT   | CS           |             |
| JELLIOT    | 1/2/2003                  | LOAN NUMBER INQUIRY  | CS           |             |
| pejackso   | 12/23/2002<br>3:19:16 PM  | web exeception - judgement granted 11/15/02  | FC           |             |
| pejackso   | 12/23/2002<br>3:18:42 PM  | web exeception - service completed 10/10/02  | FC           |             |
| [REDACTED] | 12/23/2002<br>10:47:12 AM | [REDACTED]   | Attorney     |             |

12/23/2002  
10:46:46 AM

Attorney

First

Prev

Page: 5 of 5

Next

Last

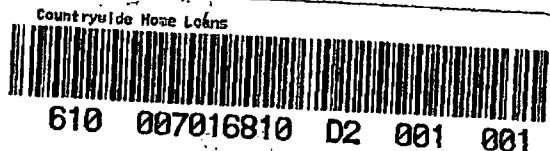


KAREN L. STARK  
REGISTER AND RECORDER  
CLARKEFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200115319

RECORDED ON  
SEP 27, 2001  
9:17:25 AM  
Total Pages: 15

RECORDING FEES - \$35.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER  
IMPROVEMENT FUND \$1.00  
STATE UNIT TAX \$0.50  
TOTAL \$37.50  
CUSTOMER  
REAL ESTATE CLOSING CO



After Recording Return To:

Decision One Mortgage Company, LLC  
6060 J.A. Jones Drive, Suite 1000  
Charlotte, North Carolina 28287

[Space Above This Line For Recording Data]

Loan Number 2030-01097649-046

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **SEPTEMBER 24, 2001**, together with all Riders to this document.

(B) "Borrower" is **DAVID R. SMITH**. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Decision One Mortgage Company, LLC**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **NORTH CAROLINA**. Lender's address is **6060 J.A. JONES DRIVE, SUITE 1000, CHARLOTTE, NORTH CAROLINA 28287**. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **SEPTEMBER 24, 2001**. The Note states that Borrower owes Lender **FIFTY-TWO THOUSAND TWO HUNDRED AND 00/100ths Dollars (U.S.\$52,200.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **SEPTEMBER 28, 2031**.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

7.5.

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. 52601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the \_\_\_\_\_ County \_\_\_\_\_ of CLEARFIELD :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED SCHEDULE "A"

P.S.



## LEGAL DESCRIPTION

File No.            **SS/4695**  
Mortgagee        **Decision One Mortgage I.S.A.O.A.**  
Mortgagor        **David R. Smith**

**All that certain parcel of land and improvements thereon situate in Morris Township, Clearfield County, Pennsylvania and designated as Parcel No. 124-Q11-563-5 and more fully described in a Deed dated 02/26/1999 and recorded in Clearfield County Deed/Record Book Volume 1999 , page 2944.**

*Ph.*

Tax Parcel Identification Number: 124-Q11-5635

which currently has the address of PO BOX 11, SEYMOUR STREET

[Street]

HAWK RUN, Pennsylvania 16840 ("Property Address"):  
[City] [Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds.

74.

Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** 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 one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.



12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one

designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

Witnesses:

P. D. Rametta

David R. Smith (Seal)  
DAVID R. SMITH -Borrower

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

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

STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

On this, the 24th day of SEPTEMBER, 2001, before me, the undersigned officer, personally appeared DAVID R. SMITH, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(Seal)

NOTARIAL SEAL  
Paul D. Rametta, Notary Public  
Spring Twp., County of Centre  
My Commission Expires Mar. 19, 2005

Paul D. Rametta  
Title of Officer  
My Commission Expires: \_\_\_\_\_  
Typed or printed name: \_\_\_\_\_

CERTIFICATE OF RESIDENCE I, P. D. RAMETTA do hereby certify that the correct address of the within-named lender is 6060 J.A. JONES DRIVE, SUITE 1000, CHARLOTTE, NORTH CAROLINA 28287, witness my hand this 24th day of SEPTEMBER 2001

P. D. Rametta  
Agent of Lender.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

Plaintiff

vs.

DAVID R. SMITH,

Defendant

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\*  
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\*  
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\*

<sup>1424 - CD</sup>  
No. 02-471

**EMERGENCY ORDER**

**AND NOW**, this 8 day of July, 2003 upon consideration of the Petition to Strike and Open Judgment and Emergency Stay of Writ of Execution it is hereby **ORDERED AND DECREED** that said Writ of Execution is hereby stayed until further notice by the Court, and a hearing has been scheduled in order to hear the merits of this case.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

\_\_\_\_\_  
J.

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

JUL 08 2003

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

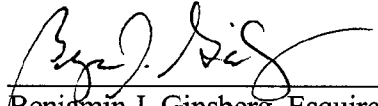
## VERIFICATION

Benjamin J. Ginsberg, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this Verification, and that the statements made in the foregoing Plaintiff's Response to Defendant's Petition to Open and Strike Judgments are true and correct to the best of his knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsifications to authorities.

FEDERMAN AND PHELAN

DATE: 7-18-03

BY:   
Benjamin J. Ginsberg, Esquire  
Attorney for Plaintiff  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000



FILED

M110:45:01  
JUL 21 2003

William A. Shaw  
Prothonotary

NO  
cc  
*[Signature]*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION – LAW

MORTGAGE ELECTRONIC  
SYSTEMS, INC.,

Plaintiff

vs.

DAVID R. SMITH,

Defendant

:  
) No. 2002-1424-CD  
:  
) TYPE OF CASE: Civil Division  
:  
) TYPE OF PLEADING:  
: Entry of Appearance  
)  
: FILED ON BEHALF OF: Plaintiff  
)  
: COUNSEL OF RECORD FOR THIS  
) PARTY:  
:  
) Joseph P. Green, Esquire, Co-Counsel  
: Lee, Martin, Green & Reiter, Inc.  
) Supreme Court ID #19238  
: 115 East High Street  
) PO Box 179  
: Bellefonte, PA 16823  
) 814-355-4769

FILED

JUL 21 2003

William A. Shaw  
Notary

MEMORANDUM FOR THE ATTORNEY GENERAL  
DATE: 10/10/10

TO: ATTORNEY GENERAL

FROM: [illegible]

local counsel -  
make primary attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION – LAW

|                                       |   |                  |
|---------------------------------------|---|------------------|
| MORTGAGE ELECTRONIC<br>SYSTEMS, INC., | : |                  |
|                                       | ) | No. 2002-1424-CD |
| Plaintiff                             | : |                  |
|                                       | ) |                  |
| vs.                                   | : |                  |
|                                       | ) |                  |
| DAVID R. SMITH,                       | : |                  |
| Defendant                             | ) |                  |


**ENTRY OF APPEARANCE**

To the Prothonotary:

Please enter the appearance of the undersigned as co-counsel on behalf of Mortgage  
Electronic Systems, Inc., Plaintiff above named.

LEE, MARTIN, GREEN & REITER, INC.

By:



Joseph P. Green, Esq., ID #19238

Co-Counsel for Plaintiff

115 East High Street

PO Box 179

Bellefonte, PA 16823

814-355-4769

REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE  
TO THE SECRETARY OF THE INTERIOR

DEPARTMENT OF THE INTERIOR  
WASHINGTON, D. C.

THE FOLLOWING REPORT WAS RECEIVED FROM THE  
COMMISSIONER OF THE GENERAL LAND OFFICE  
ON THE 15TH DAY OF JANUARY, 1900.

REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE  
ON THE 15TH DAY OF JANUARY, 1900.

REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE  
ON THE 15TH DAY OF JANUARY, 1900.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION – LAW

MORTGAGE ELECTRONIC  
SYSTEMS, INC.,

Plaintiff

vs.

DAVID R. SMITH,

Defendant

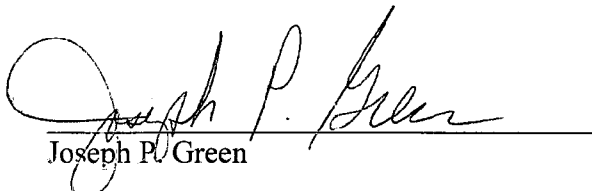
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) No. 2002-1424-CD  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Entry of Appearance was  
deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 18<sup>th</sup>  
day of July, 2002 addressed to the following:

David R. Thompson, Esq.  
308 Walton Street, Suite 4  
PO Box 587  
Philipsburg, PA 16866

Francis S. Hallinan, Esq.  
Federman & Phelan  
1617 John F. Kennedy Blvd.  
Suite 1400  
Philadelphia, PA 19103-1814

  
\_\_\_\_\_  
Joseph P. Green

FILED

M11-35861  
JUL 21 2003

William A. Shaw  
Prothonotary

NO  
CC



IN THE COURT OF COMMON PLEAS OF  
CENTRE COUNTY, PENNSYLVANIA  
CIVIL DIVISION

FILED

SEP 17 2003

William A. Shaw  
Prothonotary/Clerk of Courts

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,  
Plaintiff

vs.

DAVID R. SMITH

Defendant

No. 2002-1424-CD

Type of Case: Civil

Type of Pleading: Praecipe for Entry  
of Appearance

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893

1375 Martin Street, Suite 204  
State College, PA 16803  
(814) 234.2048

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter my appearance on behalf of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, Plaintiff, in the above captioned matter. Kindly file all correspondence to Alan F. Kirk, Esquire, 1375 Martin Street, Suite 204, State College, PA 16803.

Date: September 17, 2003

Respectfully submitted,



Alan F. Kirk, Esquire

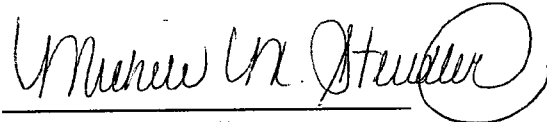


**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Praeceptum for Entry of Appearance was served via Facsimile and Hand Delivery, this 17<sup>th</sup> day of **September** 2003, upon the following:

John K. Reilly, Jr.  
Judge's Chambers  
Clearfield County Courthouse

David R. Thompson  
Attorney At Law  
308 Walton Street, Suite 4  
P.O. Box 587  
Philipsburg, PA 16866

A handwritten signature in cursive script, reading "Michele M. Steudler", written over a horizontal line.

Michele M. Steudler  
Assistant to Alan F. Kirk, Esquire  
1375 Martin Street, Suite 204  
State College, PA 16803  
814.234.2048

FEDERMAN AND PHELAN, LLP  
By: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

Bank of New York, as Trustee for  
CWABS 2002-BC1 Trust  
Plaintiff

Court of Common Pleas

Civil Division

vs.

Clearfield County

David R. Smith  
Defendant

No. 02-1424-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of Plaintiff's Response to Defendant's Petition to Open and Strike Judgment was sent to Counsel for Defendant on the date indicated below.

David R. Thompson, Esquire  
308 Walnut Street, Suite 4  
P.O. Box 587  
Philipsburg, PA 16866-0587

Date

10/20/03

  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

**FILED**

**OCT 23 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP  
By: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

Bank of New York, as Trustee for  
CWABS 2002-BC1 Trust  
Plaintiff

Court of Common Pleas

Civil Division

vs.

Clearfield County

David R. Smith  
Defendant

No. 02-1424-CD

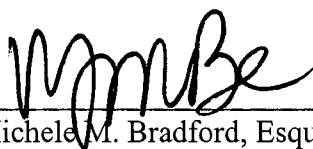
**PRAECIPE TO ATTACH ADDITIONAL EXHIBITS TO PLAINTIFF'S RESPONSE TO  
PETITION TO OPEN AND STRIKE JUDGMENT**

TO THE PROTHONOTARY:

Please attach the following documents to Plaintiff's response to Defendant's Petition to  
Open and Strike Judgment:

Exhibit F – Plaintiff's title search  
Exhibit G – Plaintiff's July 2, 2002 Act 91 Notice  
Exhibit H – Plaintiff's July 18, 2003 reinstatement quote  
Exhibit I – Plaintiff's September 24, 2003 reinstatement quote

Date: 10/20/03

  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

**FILED**

**OCT 23 2003**

William A. Shaw  
Prothonotary/Clerk of Courts



# REAL ESTATE PROPERTY REPORT

GENERAL AMERICAN CORPORATION

PHONE: (300) 242-1664 FAX: (800) 762-7346

Date of Search 08/23/2002  
Search As Of 08/12/2002

Code 1

FRACK STARS  
ATTENTION:  
LOAN NO: 7016810  
NEWTON SQUARE  
4 HIGHCROFT LANE  
MALVERN PA 19355  
PHONE: (215) 241-1737 FAX: (215) 563-3352

Re  
DAVID R SMITH, SINGLE

Sub No.

20-30022016

PO BOX 11, SEYMOUR STREET  
HAWK RUN PA 16840

County  
CLEARFIELD

Order No.

20-01465656

## ASSESSMENT RECORD

Land: \$1,325.00  
Building: \$2,125.00  
Total Value: \$3,450.00  
124-Q11-563-5  
PARCEL: 124-Q11-563-5

SXA  
8/30/02  
ASSH

## DEED RECORD

Grantor: SHAWN W MAINES AND  
STACEY MAINES, HIS WIFE

Grantee: DAVID R SMITH, SINGLE

Dated: 02/26/1999

Recorded: 02/26/1999

DBV & Page: #199902944

Consideration: \$41,500.00

Legal Descriptions: All that certain property situated in the TOWNSHIP OF MORRIS, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA, being described as follows: PARCEL 124-Q11-563-5 and being more fully described in a deed dated 02/26/1999, and recorded 02/26/1999, among the land records of the county and state set forth above, in #199902944.

\*\*\* 1 MORTGAGE/DEED OF TRUST CONTAINED IN THIS REPORT \*\*\*

## MORTGAGE/DEED OF TRUST

1st: DECISION ONE MORTGAGE CO LLC  
M.B. Vol & Page: #200115319  
Dated: 09/24/2001  
Amount: \$52,200.00

Recorded: 09/27/2001  
Future Advance: No

ASSH

## JUDGMENT RECORD

NONE

## SECURED TRANSACTIONS RECORD

RECORDER'S OFFICE  
NONE

## DIVORCE RECORD

NONE

## FEDERAL TAX LIEN RECORD

NONE

## TAX RECORD

\*\*\* PLEASE RETAIN FAX AS YOUR ORIGINAL COPY \*\*\*

NOTICE: THE FOLLOWING INFORMATION IS PROVIDED FROM RESEARCHING PUBLIC RECORDS AND SHOULD NOT BE CONSIDERED AS AN OPINION OF TITLE, TITLE GUARANTEE OR TITLE INSURANCE POLICY. THIS INFORMATION IS NOT INTENDED NOR SHOULD IT BE CONSTRUED TO CREATE ANY RIGHTS IN ANY THIRD PARTY. IT IS RECOMMENDED THAT THE INFORMATION REPORTED BE KEPT CONFIDENTIAL. PROFESSIONAL LIABILITY FOR ERRORS AND OMISSIONS ASSOCIATED WITH THIS REPORT WILL BE LIMITED TO A MAXIMUM OF \$25,000, AND LIABILITY WILL BE TERMINATED UPON THE SALE, RENEWAL, OR ASSIGNMENT OF THIS LOAN.

# REAL ESTATE PROPERTY REPORT

GENERAL AMERICAN CORPORATION

PHONE: (800) 242-1664 FAX: (800) 762-7346

Date of Search 08/23/2002

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Code 1

Cost

PAGE: 2

TRACK STARS

ATTENTION:

LOAN NO: 7016810

NEWTON SQUARE

4 HIGHCROFT LANE

MALVERN PA 19355

PHONE: (215) 241-1737 FAX: (215) 563-3352

Re

DAVID R SMITH, SINGLE

Sub No.

20-30022016

PO BOX 11, SEYMOUR STREET

HAWK RUN PA 16840

County

CLEARFIELD

Order No.

20-01465656

2001 COUNTY TAXES ARE DELINQUENT IN THE AMOUNT OF \$298.00, PLUS PENALTY AND INTEREST.

## MAIL MORTGAGE TO

ATTENTION: DAPHNE SHAFER

CLEARFIELD COUNTY COURTHOUSE

CORNER OF MARKET & 2ND STREET

CLEARFIELD PA 16830

THANK YOU, GENERAL AMERICAN CORPORATION, MAT-20

20-01465656

08/30/2002 13:14

If the above report does not contain a Child Support Arrearage Lien Section, and your company requires these liens to be searched, additional information will be needed and there will be an additional charge.

Page 2 of 2

**\*\* LAST PAGE \*\***

**\*\*\* PLEASE RETAIN FAX AS YOUR ORIGINAL COPY \*\*\***

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KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA  
PENN1001010

INSTRUMENT NUMBER  
199902944  
RECORDED ON  
Feb 26, 1999  
1:21:46 PM

RECORDING FEES - \$13.00  
REORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
REORDER  
IMPROVEMENT FUND  
STATE TRANSFER \$415.00  
TAX  
STATE UNIT TAX \$0.50  
MERITS TOWNSHIP \$207.50  
WEST BRANCH AREA \$207.50  
SCHOOLS  
TOTAL \$845.50

## THIS DEED

MADE THIS 26 th day of FEBRUARY, in the year  
nineteen hundred and ninety-nine.

BETWEEN SHAWN W. MAINES and STACEY MAINES, His Wife, of P.  
O. Box 11, Hawk Run, Clearfield County, Pennsylvania, GRANTORS AND  
PARTIES OF THE FIRST PART,

A N D

DAVID R. SMITH, a single individual, of R. R. 3, Box 241A,  
Philipsburg, Pennsylvania, GRANTEE AND PARTY OF THE SECOND PART.

WITNESSETH: That in consideration of FORTY-ONE THOUSAND FIVE  
HUNDRED (\$41,500.00) DOLLARS, in hand paid, the receipt whereof is  
hereby acknowledged, the said Grantors do hereby grant and convey  
to the said Grantee, his heirs and assigns.

ALL that certain piece or parcel of ground <sup>Mazda Trwp</sup> with all buildings  
situate thereon in the Village of Hawk Run, Clearfield County,  
Pennsylvania, bounded and described as follows to wit:

BEGINNING at a point on the land of Eugene Primat and his wife,  
Eliza Primat, thence running in a Westerly direction along the land  
of the said Eugene Primat a distance of one hundred and four (104)  
feet to the land of Lizzie Primat; thence in a Northerly direction  
along the line of Lizzie Primat a distance of ninety-two (92) feet;  
thence in an Easterly direction a distance of one hundred and four  
(104) feet to a corner of land of Lizzie Primat and John Bucer;  
thence along said land in a Southerly direction a distance of  
ninety-two (92) feet and the place of beginning. It being part of  
a lot of land and known originally as Lot No. 13 in the plot or  
plan of lots in what was known as the Village of Ashcroft (now Hawk  
Run).

TOGETHER with the use of a four (4) foot alley situate between the  
line of lands now or formerly of John Bhoy and the line of lands  
now or formerly of Eugene and Eliza Primat.

EXCEPTING AND RESERVING all exceptions and reservations as are  
contained in prior deeds of record.







**Countrywide®**

**HOME LOANS**

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

July 2, 2002

David R Smith  
Po Box 11  
Hawk Run, PA 16840-0011

Send Payments to:  
P.O. Box 660694  
Dallas, TX 75266-0694  
Certified Mail No.  
Return Receipt Requested  
Regular Mail

Account No.: 7016810  
Property Address:  
Po Box 11, Seymour St  
Hawk Run, PA 16840-0000  
Current Servicer:  
Countrywide Home Loans Servicing LP

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

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

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

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

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

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

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

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

Please write your account number on all checks and correspondence.

BCBRPA 6/26/2000

7016810-9

David R Smith  
Po Box 11, Seymour St

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

\$2,127.50 AS OF August 1, 2002

BCBRPA



**Countrywide®**

HOME LOANS

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



701681090002127500212750

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

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

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

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

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

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

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

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

|                          |                           |                   |
|--------------------------|---------------------------|-------------------|
| <u>Monthly Payments:</u> | \$463.89                  | \$463.89          |
|                          | \$499.22                  | \$1,497.66        |
| <u>Late Charges:</u>     | \$23.19                   | \$23.19           |
|                          | \$23.19                   | \$46.38           |
| <u>Other Charges:</u>    | Uncollected Late Charges: | \$46.38           |
|                          | Uncollected Costs:        | \$50.00           |
|                          | <b>TOTAL DUE:</b>         | <b>\$2,127.50</b> |

## **PAYMENT INSTRUCTIONS**

### ***Please***

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

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

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

**HOW TO CURE THE DEFAULT** - You may cure this default within **THIRTY (30) DAYS** of the date of this letter, by paying to us the above amount of \$2,127.50, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to Countrywide at P.O. Box 660694, Dallas, TX 75266-0694. If your check or other payment is returned to us for insufficient funds or for any other reason, you will not have cured your default. No extension of time to cure will be granted due to a returned payment.

**IF THE MORTGAGE IS FORECLOSED UPON** - If the mortgage is foreclosed, the mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings, Countrywide will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started, Countrywide will be entitled to collect the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to the secured debt, which may also include our reasonable costs. If you cure the default within the THIRTY (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 FORECLOSURE 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 foreclosure sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the foreclosure sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

If you are unable to cure your default on or before August 1, 2002, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

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

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

Time is of the essence. Should you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-669-0102, extension 9011.

*Teresa Hernandez*

Teresa Hernandez  
Loan Counselor  
1-800-669-0102, extension 9011

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

H  
2

FEDERMAN AND PHELAN, LLP  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000  
FAX (215) 568-0719

---

FACSIMILE TRANSMITTAL SHEET

---

|               |                         |                                     |            |
|---------------|-------------------------|-------------------------------------|------------|
| TO:           | David Thompson, Esquire | FROM:                               | Ray Begley |
| COMPANY:      |                         | DATE:                               | 7/18/2003  |
| FAX NUMBER:   | (814) 342-7081          | TOTAL NO. OF PAGES INCLUDING COVER: | 4          |
| PHONE NUMBER: |                         | SENDER'S REFERENCE NUMBER:          | 10862489   |
| RE:           | Smith, David R.         | YOUR REFERENCE NUMBER:              |            |

---

☐ URGENT    ☐ FOR REVIEW    ☐ PLEASE COMMENT    ☐ PLEASE REPLY    ☐ PLEASE RECYCLE

---

NOTES/COMMENTS:

Attached is the reinstatement figure for the above-captioned loan.

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, 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.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department.

**Federman and Phelan, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103  
215-563-7000  
Fax 215-568-0719

Raymond J. Begley  
Legal Assistant

Representing Lenders In  
Pennsylvania & New Jersey

July 18, 2003

**VIA FACSIMILE**  
David Thompson, Esquire  
Fax (814) 342-7081

**Re: David R. Smith**  
**P.O. Box 11, Seymour Street, Hawk Run, PA 16840**  
**Litton Loan Servicing, Inc. Acct#: 10662489**

To Whom It May Concern:

In accordance with your recent request, please find a **reinstatement figure** in the amount of **\$13,775.18**, which is the amount needed to bring the above account current with Litton Loan Servicing, Inc. Funds must be received **ON OR BEFORE July 18, 2003** to allow processing and mailing to our client.

Upon submitting payment, please note the following:

- **Personal checks will not be accepted.** Only certified funds purchased from a bank or money orders.
- **All checks must be made payable to the mortgage company stated above, and forwarded to Federman and Phelan, LLP.**
- **Include account number on the check for proper identification.**
- **It is possible that additional expenditures may be incurred, by either the mortgage company or this firm, in the interim period between the time these figures are generated and the time monies are tendered. In this event, only the FULL monies will be accepted. Acceptance of the funds is contingent upon a complete review by our client.**

If you should have any questions, please feel free to contact our office.

Sincerely,

Raymond J. Begley  
Federman and Phelan, LLP  
Reinstatement and Payoff Department

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, 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.

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**Federman and Phelan, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103  
215-563-7000  
Fax 215-568-0719

Raymond J. Begley  
Legal Assistant

Representing Lenders in  
Pennsylvania & New Jersey

**Reinstatement Figure**

|              |                 |              |                      |
|--------------|-----------------|--------------|----------------------|
| <b>NAME:</b> | SMITH, DAVID R. | <b>ACCT.</b> | 10862489             |
| <b>DATE:</b> | 7/18/03         |              | Good Through 7/31/03 |

|                                    |            |
|------------------------------------|------------|
| Total Payment Amount (17 Payments) | \$7,886.30 |
| Property Inspections               | \$32.00    |
| BPOs                               | \$350.00   |
| Escrow Advance                     | \$612.50   |
| Late Charges                       | \$46.38    |

|                |            |
|----------------|------------|
| Attorney Costs | \$3,148.00 |
| Attorney Fees  | \$1,700.00 |

**TOTAL**

**\$13,775.18**

**PLEASE READ THE ATTACHED LETTER BEFORE SUBMITTING  
PAYMENT!**

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**FEDERMAN AND PHELAN, LLP**  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000  
FAX (215) 568-0719

**PLEASE SUBMIT THIS FORM ALONG WITH YOUR PAYMENT!**

**\*\*\*THIS FORM IS TO ASSIST IN PROPER APPLICATION OF YOUR PAYMENT. PLEASE  
COMPLETE TO THE BEST OF YOUR ABILITY\*\*\***

**Date:**

**Name on Mortgage:**

**Loan Number:**

**Property Address:**

**Mailing Address:  
(If different from Property Address)**

**Telephone Number:**

***PLEASE MAKE CHECK PAYABLE TO YOUR MORTGAGE COMPANY  
AND FORWARD TO OUR OFFICE!***

**\*\*\*PLEASE BE ADVISED THAT ALL PAYMENTS MUST BE IN CERTIFIED  
FORM, AND THAT ANY PERSONAL OR PARTIAL PAYMENTS WILL NOT BE  
ACCEPTED\*\*\***

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, 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.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department.

User ID: RJB

=====

TO: Name: David Thompson, Esquire

Company:

Fax Phone Number: 8143427081

Contact Phone Number:

Info Code 1:

Info Code 2:

Sent to remote ID:8143427081

Sent at:Fri Jul 18 09:26:28 2003

Sent on channel 1

Elapsed Time: 1 minute, 20 seconds

Transmission Status (0/339;0/0): Successful Send

Page Record: 1 - 4.

-----

2021

One Penn Center, Suite 1400  
1617 JFK Boulevard  
Philadelphia, PA 19103  
Phone: (215) 563-7000 Ext. 1355  
Fax: (215) 563-4491 e-mail: jenine.davey@fedphe.com

**Federman & Phelan, LLP**

# Fax

|  |                                       |
|--|---------------------------------------|
| <b>TO:</b> David Thompson, Esquire                           | <b>From:</b> Jenine R. Davey, Esquire |
| <b>Cc:</b> Alan Kirk, Esquire (814) 234-4166                 | <b>Date:</b> September 24, 2003       |
| <b>RE:</b> Mortgage Electronic Registration Systems, Inc. v. | <b>Page(s):</b> 4                     |
| David Smith  | <b>Fax No.</b> (814) 342-7081         |
| Clearfield County CCP No. 02-1424 CD                         |                                       |

☐ **For Your Review**

Dear Mr. Thompson:

Pursuant to our conversation this morning, enclosed please find a reinstatement figure good through September 30, 2003 along with a breakdown of attorney fees and costs. It is my understanding that you will review the figures with your client and let me know exactly what amount Mr. Smith is seeking to have waived.

It is my hope that we can amicably resolve this matter.

I look forward to your call.

Very truly yours,

  
Jenine R. Davey

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN 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 THE PROPERTY.

**FEDERMAN AND PHELAN, LLP**  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000  
FAX (215) 568-0719  
E-MAIL [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

Foreclosure Resolution Dept.

Representing Lenders in  
Pennsylvania & New Jersey

**REINSTATEMENT FIGURE**

|              |                 |                  |          |
|--------------|-----------------|------------------|----------|
| <b>NAME:</b> | SMITH, DAVID R. | <b>LOAN #</b>    | 10862489 |
| <b>DATE:</b> | 9/23/03         | <b>GOOD THRU</b> | 9/30/03  |

|                                    |                    |
|------------------------------------|--------------------|
| Total Payment Amount (19 Payments) | \$8,814.10         |
| Property Inspections               | \$115.00           |
| BPO/Appraisal                      | \$350.00           |
| Escrow Advance                     | \$612.50           |
| Late Charges                       | \$46.38            |
|                                    |                    |
|                                    |                    |
|                                    |                    |
|                                    |                    |
|                                    |                    |
| Attorney Costs                     | \$3,155.00         |
| Attorney Fees                      | \$1,975.00         |
|                                    |                    |
| <b>TOTAL</b>                       | <b>\$15,067.98</b> |

**ALL FUNDS MUST BE IN CERTIFIED FORM MADE PAYABLE TO YOUR MORTGAGE CO.**

Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, 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.

As of the date of this communication, you owe the amount specified. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (215) 563-7000 and ask for the Reinstatement Department.

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days of receipt of this letter, this firm will obtain and provide you written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, you may request the name and address of the original creditor if different from above.

**FEDERMAN AND PHELAN, LLP**  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000  
FAX (215) 568-0719  
E-MAIL [fcresolution@fedphe.com](mailto:fcresolution@fedphe.com)

Foreclosure Resolution Dept.

Representing Lenders in  
Pennsylvania & N. Jersey

**ATTORNEY COSTS**

SMITH, DAVID R.  
#10862489

|                                   |            |
|-----------------------------------|------------|
| Freedom of Information Act Letter | \$10.00    |
| Property Search                   | \$73.00    |
| Filing of Complaint               | \$80.00    |
| Service of Complaint              | \$85.00    |
| Judgment                          | \$20.00    |
| Writ of Execution                 | \$20.00    |
| Sheriff's Deposit                 | \$2,500.00 |
| Rule 3129 Notice                  | \$75.00    |
| Notice of Sale                    | \$125.00   |
| Sheriff's Surcharge               | \$20.00    |
| Additional Service                | \$30.00    |
| Divorce Documents                 | \$15.00    |
| Bankruptcy Search                 | \$15.00    |
| Title Bringdown                   | \$75.00    |
| Praeipce to Discontinue and End   | \$12.00    |
| TOTAL                             | \$3,155.00 |

\*\*\*Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have received a discharge in bankruptcy, and this debt was not reaffirmed, 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.\*\*\*

\*\*\*Please be advised that this firm is a debt collector attempting to collect a debt. Any information received will be used for that purpose. If you have previously received a discharge in bankruptcy and this debt was not reaffirmed, 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.\*\*\*

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 3407  
CONNECTION TEL 18143427081  
CONNECTION ID  
ST. TIME 09/24 12:00  
USAGE T 01'09  
PGS. SENT 4  
RESULT OK

One Penn Center, Suite 1400  
1617 JFK Boulevard  
Philadelphia, PA 19103  
Phone: (215) 563-7000 Ext. 1355  
Fax: (215) 563-4491 e-mail: jenine.davey@fedphe.com

**Federman & Phelan, LLP**

# Fax

**TO:** David Thompson, Esquire **From:** Jenine R. Davey, Esquire  
**Cc:** Alan Kirk, Esquire (814) 234-4166 **Date:** September 24, 2003  
**RE:** Mortgage Electronic Registration Systems, Inc. v. **Page(s):** 4  
David Smith **Fax No.** 814) 342-7081  
Clearfield County CCP No. 02-1424 CD

☐ **For Your Review**

Dear Mr. Thompson:

Pursuant to our conversation this morning, enclosed please find a reinstatement figure good through September 30, 2003 along with a breakdown of attorney fees and costs. It is my understanding that you will review the figures with your client and let me know exactly what amount Mr. Smith is seeking to have waived.

It is my hope that we can amicably resolve this matter.

I look forward to your call.

Very truly yours,





\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 3406  
CONNECTION TEL 18142344166  
CONNECTION ID  
ST. TIME 09/24 11:58  
USAGE T 01'39  
PGS. SENT 4  
RESULT OK

One Penn Center, Suite 1400  
1617 JFK Boulevard  
Philadelphia, PA 19103  
Phone: (215) 563-7000 Ext. 1355  
Fax: (215) 563-4491 e-mail: jenine.davey@fedphe.com

**Federman & Phelan, LLP**

# Fax

**TO:** David Thompson, Esquire **From:** Jenine R. Davey, Esquire  
**Cc:** Alan Kirk, Esquire (814) 234-4166 **Date:** September 24, 2003  
**RE:** Mortgage Electronic Registration Systems, Inc. v. **Page(s):** 4  
David Smith **Fax No.** 814) 342-7081  
Clearfield County CCP No. 02-1424 CD

☐ **For Your Review**

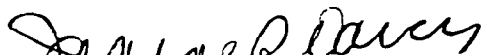
Dear Mr. Thompson:

Pursuant to our conversation this morning, enclosed please find a reinstatement figure good through September 30, 2003 along with a breakdown of attorney fees and costs. It is my understanding that you will review the figures with your client and let me know exactly what amount Mr. Smith is seeking to have waived.

It is my hope that we can amicably resolve this matter.

I look forward to your call.

Very truly yours,



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

BANK OF NEW YORK, AS TRUSTEE :

FOR CWABS 2002-BC1 :

-vs-

: No. 02 - 1424 - CD

DAVID R. SMITH :

**ORDER**

NOW, this 24<sup>th</sup> day of October, 2003, following argument into Defendant's  
Petition to Strike and Open Judgment Emergency Stay of Writ of Execution, it is the ORDER  
of this Court that said Petition be and is hereby denied.

By the Court,

  
\_\_\_\_\_  
President Judge

**FILED** <sup>File</sup>

OCT 24 2003

013500/aw  
William A. Shaw  
Prothonotary

CERT THOMSON  
+

FEDERMAN  
+

KIRK  
+

J. GRAW

10/24/03

POSTED TOP

WILLIAM A. SHAW  
PROTHONOTARY

**FILED**

OCT 24 2003

**William A. Shaw**  
**Prothonotary**

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

---

**BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1**

---

**vs.**

---

**DAVID R. SMITH**

---

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

**No. 02-1424-CD**

**PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due

\$59,975.75

Interest from 4/21/03 to  
Date of Sale (\$9.86 per diem)

and Costs.

12000 Prothonotary costs

Frank Federman

Frank Federman, Esquire

Attorney for Plaintiff

One Penn Center at Suburban Station

1617 John F. Kennedy Blvd., Suite 1400

Philadelphia, PA 19103-1814

Note: Please attach description of Property.

MLD

**FILED**

**NOV 24 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

No. 02-1424-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

vs.

DAVID R. SMITH

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

*Mark Feldman*  
Attorney for Plaintiff(s)

Address: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840  
Where papers may be served.

Prothonotary/Clerk of Courts

William A. Stary

NOV 24 2003

FILED

ice shs

*GA*  
*RET*

CLEARFIELD COUNTY

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

No.: 02-1424-CD

vs.

DAVID R. SMITH

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 1)**

BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840:

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

DAVID R. SMITH

PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

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

SAME AS ABOVE

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

November 20, 2003

CLEARFIELD COUNTY

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

No.: 02-1424-CD

vs.

DAVID R. SMITH

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 2)**

BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840:

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

Name

Last Known Address (if address cannot be reasonably  
ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be reasonable  
ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be  
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

November 20, 2003



FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
ONE PENN CENTER AT  
SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

BANK OF NEW YORK, AS TRUSTEE  
FOR CWABS 2002-BC1

No.: 02-1424-CD

vs.

CLEARFIELD COUNTY

DAVID R. SMITH

CERTIFICATION

FRANK FEDERMAN, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

**WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)**

**Pa.R.C.P. 3180 to 3183 and Rule 3257**

**BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1**

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

**vs.**

**NO.: 02-1424-CD**

**DAVID R. SMITH**

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**Commonwealth of Pennsylvania:**

**County of Clearfield:**

**TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:**

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

**Premises: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840**

**(See legal description attached.)**

Amount Due

\$59,975.75

Interest from 4/21/03 to

\$ \_\_\_\_\_

Date of Sale (\$9.86 per diem)

Total

\$ \_\_\_\_\_ Plus costs as endorsed.  
*120.00 Prothonotary costs*

Dated 11/24/03  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy

MLD

No. 02-1424-CD

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

BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1

vs.

DAVID R. SMITH

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

|  |                             |
|--|-----------------------------|
| Real Debt  | <u>\$59,975.75</u>          |
| Int. from 4/21/03<br>to Date of Sale (\$9.86 per diem) | <u>                    </u> |
| Costs  | <u>                    </u> |
| Prothy. Pd.  | <u>12000</u>                |
| Sheriff  | <u>                    </u> |

  
Attorney for Plaintiff

Address: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840  
Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFF (NOW HAWK RUN).

TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN EHOY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD.

BEING THE SAME PREMISES GRANTED AND CONVEYED UNTO SHAWN W. MAINES, GRANTOR HEREIN BY DEED OF RICHARD G. SUDIK ET. UX. DATED THE 11TH DAY OF APRIL, 1994, AND ENTERED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF CLEARFIELD COUNTY, PENNSYLVANIA, IN DEED BOOK VOLUME 1605, PAGE 471.

Vested by Deed, dated 2/26/99, given by Shawn W. Maines and Stacey Maines, his wife to David R. Smith, a single individual and recorded 2/26/99 in Instrument #: 199902944

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

Sheriff Docket #

14087

**BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1****VS.****SMITH, DAVID R.****WRIT OF EXECUTION      REAL ESTATE****SHERIFF RETURNS**

**NOW, MAY 28, 2003 @ 10:40 A.M. O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND  
TIME.**

**A SALE DATE OF JULY 11, 2003 WAS SET.**

**NOW, MAY 28, 2003 @ 6:43 P.M. SERVED DAVID R. SMITH, DEFENDANT, AT HIS  
RESIDENC E, P. O. BOX 11, SEYMOUR STREET, HAWK RUN, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO DAVID R. SMITH, DEFENDANT, A TRUE AND  
ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND  
COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, JULY 10, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY  
TO STAY THE SHERIFF'S SALE SCHEDULED FOR JULY 11, 2003, DUE TO A COURT  
ORDER.**

**NOW, FEBRUARY 9, 2004 PAID THE COSTS FROM THE ADVANCE AND MADE A  
REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.**

**NOW, FEBRUARY 10, 2004 RETURN THE WRIT AS NO SALE BEING HELD ON THE  
PROPERTY OF THE DEFENDANT. THE SALE WAS STAYED BY THE PLAINTIFF'S  
ATTORNEY DUE TO A COURT ORDER.**

**SHERIFF HAWKINS      \$ 180.36  
SURCHARGE              \$20.00  
PAID BY THE ATTRONEY**

**FILED**01/10:33-21  
FEB 10 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

Sheriff Docket #

14087

BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1

VS.

SMITH, DAVID R.

WRIT OF EXECUTION

REAL ESTATE

**SHERIFF RETURNS**

---

---

Sworn to Before Me This

10<sup>th</sup> Day Of February 2004

William A. Shaw

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

So Answers,

Chester A. Hawkins  
Sgt. Cynthia Butler-Aughenbaugh

Chester A. Hawkins

Sheriff

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

BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

vs.

NO.: 02-1424-CD

DAVID R. SMITH

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of DELAWARE:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840

(See legal description attached.)

Amount Due

\$59,975.75

Interest from 4/21/03 to  
Date of Sale (\$9.86 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.

Prothonotary costs

120.00

*William L. Shaw*

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 4/28/03  
(SEAL)

By:

Received April 28, 2003 @ 3:50 P.M.  
Chester A. Hawkins  
By Cynthia Butler-Aughenbaugh

Deputy

SZB

No. 02-1424-CD

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

BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1

vs. -

DAVID R. SMITH

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

|  |                             |
|--|-----------------------------|
| Real Debt  | <u>\$59,975.75</u>          |
| Int. from 4/21/03<br>to Date of Sale (\$9.86 per diem) | <u>                    </u> |
| Costs  | <u>                    </u> |
| Prothy. Pd.  | <u>120.00</u>               |
| Sheriff  | <u>                    </u> |

  
Attorney for Plaintiff

Address: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840  
Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000



ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON  
IN THE TOWNSHIP OF MORRIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED  
AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE  
RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF  
ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY  
DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN  
EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF  
LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE  
OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN  
ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF  
ASHCROFF (NOW HAWK RUN).

Vested by Deed, dated 2/26/99, given by Shawn W. Maines and Stacey Maines, his wife to David R. Smith, a single individual  
and recorded 2/26/99 in Instrument #: 199902944

Tax Parcel ID #: 124-Q11-563-S

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SMITH NO. 02-1424-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 \_\_\_\_\_ 2003, 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 \_\_\_\_\_ and made the following appropriations, viz:

**SHERIFF COSTS:**

|                   |       |
|-------------------|-------|
| RDR               | 15.00 |
| SERVICE           | 15.00 |
| MILEAGE           | 12.96 |
| LEVY              | 15.00 |
| MILEAGE           | 12.96 |
| POSTING           | 15.00 |
| CSDS              | 10.00 |
| COMMISSION 2%     |       |
| POSTAGE           | 4.44  |
| HANDBILLS         | 15.00 |
| DISTRIBUTION      | 25.00 |
| ADVERTISING       | 15.00 |
| ADD'L SERVICE     |       |
| DEED              |       |
| ADD'L POSTING     |       |
| ADD'L MILEAGE     |       |
| ADD'L LEVY        |       |
| BID AMOUNT        |       |
| RETURNS/DEPUTIZE  |       |
| COPIES/BILLING    | 15.00 |
|                   | 5.00  |
| BILLING/PHONE/FAX | 5.00  |

**TOTAL SHERIFF  
COSTS 180.36**

**DEED COSTS:**

ACKNOWLEDGEMENT  
REGISTER & RECORDER  
TRANSFER TAX 2%

**TOTAL DEED  
COSTS 0.00**

**PLAINTIFF COSTS, DEBIT & INTEREST:**

|                                 |           |
|---------------------------------|-----------|
| DEBT-AMOUNT DUE                 | 59,975.75 |
| INTEREST FROM 4/21/03           |           |
| TO BE ADDED TO SALE DATE        |           |
| ATTORNEY FEES                   |           |
| PROTH. SATISFACTION             |           |
| LATE CHARGES & FEES             |           |
| COST OF SUIT -TO BE ADDED       |           |
| FORECLOSURE FEES/ESCROW DEFICIT |           |
| ATTORNEY COMMISSION             |           |
| REFUND OF ADVANCE               |           |
| REFUND OF SURCHARGE             |           |
| SATISFACTION FEE                |           |
| ESCROW DEFICIENCY               |           |

**TOTAL DEBT & INTEREST 59,975.75**

**COSTS:**

|                   |        |
|-------------------|--------|
| ADVERTISING       | 305.55 |
| TAXES - collector | NONE   |
| TAXES - tax claim |        |
| DUE               |        |
| LIEN SEARCH       | 100.00 |
| ACKNOWLEDGEMENT   |        |
| DEED COSTS        | 0.00   |
| SHERIFF COSTS     | 180.36 |
| LEGAL JOURNAL AD  | 144.00 |
| PROTHONOTARY      | 120.00 |
| MORTGAGE SEARCH   | 40.00  |
| MUNICIPAL LIEN    |        |

**TOTAL COSTS 889.91**

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

CHESTER A. HAWKINS, Sheriff

Law Offices  
**FEDERMAN AND PHELAN, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
[Daniel.Trautz@fedphe-pa.com](mailto:Daniel.Trautz@fedphe-pa.com)

Dan G. Trautz  
Judgment Department, Ext. 1298

Representing Lenders in  
Pennsylvania and New Jersey

July 10, 2003

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1 v. DAVID R. SMITH  
No. 02-1424-CD  
PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for July 11, 2003.

The sale has been stayed due to the court order stating sale must be stayed.

Very truly yours,

  
Dan G. Trautz

VIA TELECOPY (814) 765-5915

CC: 

|  |
|--|
| DAVID R. SMITH<br>PO BOX 11 SEYMOUR STREET<br>HAWK RUN, PA 16840 |
|--|

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

Plaintiff

VS.

DAVID R. SMITH,

Defendant

No. 02-~~471~~ 1424-00

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**EMERGENCY ORDER**

**AND NOW**, this 8<sup>th</sup> day of July, 2003 upon consideration of the Petition to Strike and Open Judgment and Emergency Stay of Writ of Execution it is hereby **ORDERED AND DECREED** that said Writ of Execution is hereby stayed until further notice by the Court, and a hearing has been scheduled in order to hear the merits of this case.

BY THE COURT,

/s/JOHN K. REILLY, JR.

President Judge

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

JUL 09 2003

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

**FILED**

JUL 08 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL DIVISION - LAW

**MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.**

Plaintiff

**VS.**

DAVID R. SMITH,

Defendant

No. 2002-471-C

TYPE OF CASE  
Civil Division

**TYPE OF PLEADING:**  
Petition to Withdraw

FILED ON BEHALF OF:  
Defendant

COUNSEL OF RECORD FOR  
THIS PARTY:

David R. Thompson, Esq.  
Attorney at Law  
Supreme Court I.D. 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

FILED

FEB 11 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS,  
INC.

Plaintiff

vs.

DAVID R. SMITH,

Defendant

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No. 2002-1424

ORDER

AND NOW, this 13<sup>th</sup> day of February, 2004, upon consideration of the foregoing Petition to Withdraw, it is hereby ORDERED that David R. Thompson, Esquire, be permitted to withdraw as Counsel for Defendant in the above-captioned action.

BY THE COURT:

Judith J. Ammann  
J.

FILED

FEB 13 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS,  
INC.

Plaintiff

vs.

DAVID R. SMITH,

Defendant

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No. 2002-1424

**PETITION TO WITHDRAW**

AND NOW, comes the Petitioner, David R. Thompson, Esquire, Attorney for Defendant, David R. Smith, and petitions the Court as follows:

1. A Complaint in Mortgage Foreclosure in the above-captioned action filed on September 13, 2003 by Francis S. Hallinan, Esquire, on behalf of Plaintiff, Mortgage Electronic Registration Systems, Inc.
2. Petitioner entered his appearance on behalf of Defendant, David R. Smith, on or about July 8, 2004.
3. Petitioner files this Petition to Withdraw as Counsel for Defendant, David R. Smith pursuant to Local Rule 182 (b).
4. Petitioner bases his Petition to Withdraw on lack of communication with client.
5. Petitioner believes at this time that it would be in the best interest of Defendant, David R. Smith to retain another attorney for the remainder of this case.

6. Petitioner believes that Defendant, David R. Smith, will in no way be prejudiced by this Petition to Withdraw as Counsel in this action at this time.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. R. Thompson', written in a cursive style.

David R. Thompson, Esquire



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS,  
INC.

Plaintiff

vs.

DAVID R. SMITH,

Defendant

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No. 2002-1424

**CERTIFICATE OF SERVICE**

TO THE PROTHONOTARY:

I, DAVID R. THOMPSON, ESQUIRE, do hereby certify that I served a true and correct copy  
of **PETITION TO WITHDRAW**, in the above captioned matter on the following by  
Prepaid, First Class, United States Mail:

Francis S. Hallinan, Esquire  
FEDERMAN AND PHELAN, LLP  
One Penn Center Plaza at Suburban Station, Ste. 1400  
Philadelphia, PA 19103-1814

DATE: 2-9-04

BY:



David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION-LAW

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.,

Plaintiff

vs.

DAVID R. SMITH,

Defendant

No. 02-1424-CD

TYPE OF CASE:  
Civil Action - Law

TYPE OF PLEADING:  
Certificate of Service

FILED ON BEHALF OF:  
Defendant

COUNSEL OF RECORD FOR  
THIS PARTY:  
David R. Thompson, Esquire  
Attorney at Law  
Supreme Court 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

**FILED**

FEB 23 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.,

Plaintiff

VS.

DAVID R. SMITH,

Defendant

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No. 02-1424-CD

TYPE OF CASE:  
Civil Action - Law

**CERTIFICATE OF SERVICE**

TO THE PROTHONOTARY:

I, DAVID R. THOMPSON, ESQUIRE, do hereby certify that I served a true and correct copy  
of **PETITION TO WITHDRAW**, in the above captioned matter on the following by  
Prepaid, First Class, United States Mail:

David R. Smith  
P.O. Box 11  
Seymour Street  
Hawk Run, PA 16840

DATE: 2-17-04

BY:



David R. Thompson, Esquire

FILED

6 10:52 acb  
FEB 23 2004 *Shaw*

William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN, L.L.P.

By: Noelle A. Connor, Esquire

Identification No.: 83130

One Penn Center at Suburban Station

1617 J.F.K. Blvd. - Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

Bank of New York, as Trustee for

CWABS 2002-BC1 Trust

Plaintiff

vs.

David R. Smith

Defendant

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 02-1424-CD

**CERTIFICATION OF SERVICE**

I hereby certify a true and correct copy of the foregoing Plaintiff's Response to Motion for Leave of Court to Withdraw Attorney's Appearance for Defendants, and Brief were served by regular mail on the following parties on the date listed below:

David R. Smith  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

David R. Thompson, Esquire  
308 Walton Street, Suite 4  
P.O. Box 587  
Phillipsburg, PA 16866-0587

DATE: 3-9-04

BY: Noelle A. Connor  
Noelle A. Connor, Esquire  
Attorney for Plaintiff

FILED  
MAR 10 2004  
NO CC

William A. Shaw  
Prothonotary/Clerk of Courts

## AFFIDAVIT OF SERVICE

PLAINTIFF  
BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1

CLEARFIELD COUNTY

ACCT. #10862489

DEFENDANT  
DAVID R. SMITH

COURT NO.: 02-1424-CD

SERVE DAVID R. SMITH AT:  
PO BOX 11 SEYMOUR STREET  
HAWK RUN, PA 16840

TYPE OF ACTION  
XX Notice of Sheriff's Sale  
SALE DATE: APRIL 2, 2004

SERVED

Served and made known to David R. Smith, Defendant on the 03 day of March, 2004, at 5:45 o'clock P. M., at P.O. Box 11 Seymour St., Hawk Run, Commonwealth of Pennsylvania, in the manner described below:

☒ Defendant personally served.

☐ Adult family member with whom Defendant(s) reside(s).

Relationship is \_\_\_\_\_.

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant's office or usual place of business.

☐ \_\_\_\_\_ an officer of said Defendant's company.

☐ Other: \_\_\_\_\_.

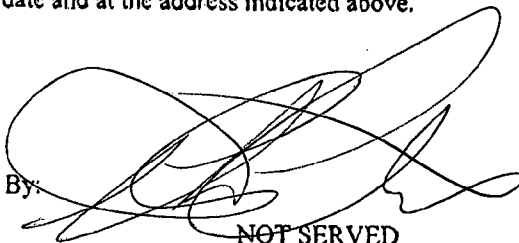
Description: Age 33 Height 5'7" Weight 165 Race W Sex M Other \_\_\_\_\_

I, Thomas P. Chatham, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this 4th day  
of MARCH, 2004.

Notary:

By:


NOT SERVED

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_ o'clock \_\_ M., Defendant NOT FOUND because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_.

By:

Notary:

Marilyn A. Campbell  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Marilyn A. Campbell, Notary Public  
City of Altoona, Blair County  
My Commission Expires Oct. 28, 2007  
Member, Pennsylvania Association of Notaries

ATTORNEY FOR PLAINTIFF  
FRANK FEDERMAN, ESQUIRE  
I.D.#12248  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

FILED  
MAR 10 2004  
cc

William A. Shaw  
Prothonotary/Clerk of Courts

CVA

FEDERMAN AND PHELAN, L.L.P.  
By: Noelle A. Connor, Esquire  
Identification No.: 83130  
One Penn Center at Suburban Station  
1617 J.F.K. Blvd. - Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Bank of New York, as Trustee for  
CWABS 2002-BC1 Trust  
Plaintiff

vs.

David R. Smith  
Defendant

: Court of Common Pleas  
:  
: Civil Division  
:  
:  
: Clearfield County  
:  
:  
: No. 02-1424-CD

**ORDER**

AND NOW, this 11<sup>th</sup> day of March, 2004, upon consideration of the Motion of David R. Thompson, Esquire for Leave of Court to Withdraw his Appearance as Attorney for the Defendants, and upon Plaintiff's response thereto, it is hereby;

ORDERED and DECREED that said Motion is granted and the Plaintiff may proceed with its foreclosure action.

BY THE COURT:



J.

**FILED**

**MAR 12 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

Motion  
and Brief -  
tied together

---



FEDERMAN AND PHELAN, L.L.P.  
By: Noelle A. Connor, Esquire  
Identification No.: 83130  
One Penn Center at Suburban Station  
1617 J.F.K. Blvd. - Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

**FILED** *no cc*  
*m/11:00 AM*  
**MAR 10 2004** *ES*

William A. Shaw  
Prothonotary/Clerk of Courts

Bank of New York, as Trustee for  
CWABS 2002-BC1 Trust  
Plaintiff

vs.

David R. Smith  
Defendant

: Court of Common Pleas  
:  
: Civil Division  
:  
:  
: Clearfield County  
:  
:  
: No. 02-1424-CD

**PLAINTIFF'S RESPONSE TO MOTION FOR LEAVE OF COURT TO  
WITHDRAW ATTORNEY'S APPEARANCE FOR DEFENDANTS**

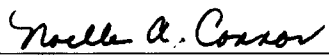
Comes now, Plaintiff, Bank of New York, as Trustee for CWABS 2002-BC1 Trust, by and through its attorneys, Federman and Phelan, and files its Response to Motion for Leave of Court to Withdraw Attorney's Appearance for Defendants and in support thereof avers as follows:

1. Denied. A Complaint in Mortgage Foreclosure in the above-captioned action was filed September 13, 2002 by Francis S. Hallinan, Esquire, on behalf of Plaintiff, Bank of New York, as Trustee for CWABS 2002-BC1 Trust.
2. Denied. Plaintiff is without information sufficient to form a belief as to the averments of paragraph two (2).
3. Admitted on information and belief.
4. Denied. Plaintiff is without information sufficient to form a belief as to the averments of paragraphs four (4).
5. Denied. Plaintiff is without information sufficient to form a belief as to the averments of paragraphs five (5).

6. Denied. Plaintiff is without information sufficient to form a belief as to the averments of paragraph six (6). By way of further response, Plaintiff has no objection to David Thompson withdrawing his appearance on behalf of the Defendant. However, Plaintiff specifically objects to any postponement of this matter due to the significant delays in the foreclosure proceedings. The Complaint in the above-referenced matter was filed in 2002.

WHEREFORE, for the foregoing reasons, Plaintiff has no objection to the said Motion to Withdraw as Attorney however objects to any further postponements on its Foreclosure Proceedings.

Respectfully submitted,  
FEDERMAN AND PHELAN, LLP

  
\_\_\_\_\_  
Noelle A. Connor, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, L.L.P.  
By: Noelle A. Connor, Esquire  
Identification No.: 83130  
One Penn Center at Suburban Station  
1617 J.F.K. Blvd. - Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Bank of New York, as Trustee for  
CWABS 2002-BC1 Trust  
Plaintiff

vs.

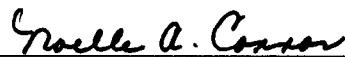
David R. Smith  
Defendant

: Court of Common Pleas  
:  
: Civil Division  
:  
:  
: Clearfield County  
:  
:  
: No. 02-1424-CD

**PLAINTIFF'S BRIEF IN SUPPORT OF ITS RESPONSE TO MOTION FOR LEAVE OF  
COURT TO WITHDRAW ATTORNEY'S APPEARANCE FOR DEFENDANTS**

Plaintiff hereby incorporates by reference its attached response to Motion for Leave of  
Court to Withdraw Attorney's Appearance for Defendants as if fully set forth herein.

Respectfully submitted,  
FEDERMAN AND PHELAN, LLP

  
\_\_\_\_\_  
Noelle A. Connor, Esquire  
Attorney for Plaintiff

### VERIFICATION

Noelle A. Connor, hereby states that she is the attorney for the Plaintiff's Response to Motion for Leave of Court to Withdraw Attorney's Appearance for Defendants this action, that she is authorized to make this Verification, and that the statements made in the foregoing are true and correct to the best of her knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsifications to authorities.

FEDERMAN AND PHELAN, LLP

DATE: 3-9-04

BY: Noelle A. Connor  
Noelle A. Connor, Esquire  
Attorney for Plaintiff  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15182  
NO: 02-1424-CD

PLAINTIFF: BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1  
vs.  
DEFENDANT: SMITH, DAVID R.

WRIT OF EXECUTION REAL ESATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/24/2003

LEVY TAKEN 02/18/2004 @ 2:30 PM

POSTED 02/18/2004 @ 3:30 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED

DATE DEED FILED **NOT SOLD**

ck **FILED**  
MAY 20 2005  
013120/  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

02/20/2004 @ 10:15 AM SERVED DAVID R. SMITH

SERVED, DAVID R. SMITH, DEFENDANT, AT HIS RESIDENCE P. O. BOX 11, SEYMOUR STREET, HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID R. SMITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, APRIL 20, 2004 ATTORNEY OFFICE STAYED THE SALE A CONSIDERATION OF \$20,623.57 WAS RECEIVED IN CONSIDERATION FOR THE STAY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15182  
NO: 02-1424-CD

PLAINTIFF: BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1

vs.

DEFENDANT: SMITH, DAVID R.

WRIT OF EXECUTION REAL ESATE

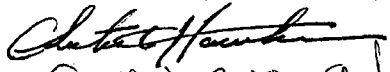

SHERIFF RETURN

---

SHERIFF HAWKINS \$605.79

SURCHARGE PAID BY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)**

**Pa.R.C.P. 3180 to 3183 and Rule 3257**

**BANK OF NEW YORK, AS TRUSTEE FOR  
CWABS 2002-BC1**

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

**vs.**

**NO.: 02-1424-CD**

**DAVID R. SMITH**

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**Commonwealth of Pennsylvania:**

**County of Clearfield:**

**TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:**

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

**Premises: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840**

**(See legal description attached.)**

Amount Due

\$59,975.75

Interest from 4/21/03 to  
Date of Sale (\$9.86 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.

*120.00 Prothonotary costs*

*William L. Hays*

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 11/24/03  
(SEAL)

By:

Deputy

MLD

Received November 24, 2003 @ 3:30 P.M.  
Chester A. Hawkins  
By Cynthia Butler-Aughenbaugh

No. 02-1424-CD

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

BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1

vs.

DAVID R. SMITH

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

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Real Debt \$59,975.75

Int. from 4/21/03  
to Date of Sale (\$9.86 per diem) \_\_\_\_\_

Costs \_\_\_\_\_

Prothy. Pd. 120.00

Sheriff \_\_\_\_\_

  
\_\_\_\_\_  
Attorney for Plaintiff

Address: PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840  
Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000



ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFF (NOW HAWK RUN).

TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN EHOUY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD.

BEING THE SAME PREMISES GRANTED AND CONVEYED UNTO SHAWN W. MAINES, GRANTOR HEREIN BY DEED OF RICHARD G. SUDIK ET. UX. DATED THE 11TH DAY OF APRIL, 1994, AND ENTERED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF CLEARFIELD COUNTY, PENNSYLVANIA, IN DEED BOOK VOLUME 1605, PAGE 471.

Vested by Deed, dated 2/26/99, given by Shawn W. Maines and Stacey Maines, his wife to David R. Smith, a single individual and recorded 2/26/99 in Instrument #: 199902944

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DAVID R. SMITH

NO. 02-1424-CD

NOW, May 20, 2005, 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 April 02, 2004, I exposed the within described real estate of Smith, David R. 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 \$20,623.57 and made the following appropriations, viz:

**SHERIFF COSTS:**

|                            |                 |
|----------------------------|-----------------|
| RDR                        | 15.00           |
| SERVICE                    | 15.00           |
| MILEAGE                    | 12.96           |
| LEVY                       | 15.00           |
| MILEAGE                    | 12.96           |
| POSTING                    | 15.00           |
| CSDS                       | 10.00           |
| COMMISSION                 | 412.47          |
| POSTAGE                    | 4.44            |
| HANDBILLS                  | 15.00           |
| DISTRIBUTION               | 25.00           |
| ADVERTISING                | 15.00           |
| ADD'L SERVICE              |                 |
| DEED                       |                 |
| ADD'L POSTING              |                 |
| ADD'L MILEAGE              | 12.96           |
| ADD'L LEVY                 |                 |
| BID AMOUNT                 | 20,623.57       |
| RETURNS/DEPUTIZE           |                 |
| COPIES                     | 15.00           |
|                            | 5.00            |
| BILLING/PHONE/FAX          | 5.00            |
| CONTINUED SALES            |                 |
| MISCELLANEOUS              |                 |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$605.79</b> |

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                               |           |
|-------------------------------|-----------|
| DEBT-AMOUNT DUE               | 59,975.75 |
| INTEREST @ 9.8600             | 3,421.42  |
| FROM 04/21/2003 TO 04/02/2004 |           |

PROTH SATISFACTION  
LATE CHARGES AND FEES  
COST OF SUIT-TO BE ADDED  
FORECLOSURE FEES  
ATTORNEY COMMISSION  
REFUND OF ADVANCE  
REFUND OF SURCHARGE  
SATISFACTION FEE  
ESCROW DEFICIENCY  
PROPERTY INSPECTIONS  
INTEREST  
MISCELLANEOUS

|                                |                    |
|--------------------------------|--------------------|
| <b>TOTAL DEBT AND INTEREST</b> | <b>\$63,397.17</b> |
|--------------------------------|--------------------|

**COSTS:**

|                     |          |
|---------------------|----------|
| ADVERTISING         | 382.80 ✓ |
| TAXES - COLLECTOR   |          |
| TAXES - TAX CLAIM   |          |
| DUE                 |          |
| LIEN SEARCH         | 100.00 ✓ |
| ACKNOWLEDGEMENT     |          |
| DEED COSTS          | 0.00     |
| SHERIFF COSTS       | 605.79   |
| LEGAL JOURNAL COSTS | 189.00 ✓ |
| PROTHONOTARY        | 120.00   |
| MORTGAGE SEARCH     | 40.00 ✓  |
| MUNICIPAL LIEN      |          |

|                    |                   |
|--------------------|-------------------|
| <b>TOTAL COSTS</b> | <b>\$1,437.59</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

Law Offices  
**FEDERMAN AND PHELAN, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814

Sandra Cooper  
Judgment Department, Ext. 1258

Representing Lenders in  
Pennsylvania and New Jersey

April 29, 2004

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915


Re: BANK OF NEW YORK, AS TRUSTEE FOR CWABS 2002-BC1 v. DAVID R. SMITH  
No. 02-1424-CD  
PO BOX 11 SEYMOUR STREET, HAWK RUN, PA 16840

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for 4/2/04, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

The sum of \$ 20,623.57 was received in consideration for the stay.

Very truly yours,

  
Sandra Cooper

VIA TELECOPY (814) 765-5915

|  |   |
|--|---|
| CC: DAVID R. SMITH<br>PO BOX 11 SEYMOUR STREET<br>HAWK RUN, PA 16840 | LITTON LOAN SERVICING, INC.<br>Attn: MSB<br>Loan No: 10862489 |
|--|---|

Law Offices