

02-1546-CD  
Bankers Trust Co. of Calif. vs. Ramona S. Robinette

FEDERMAN AND PHELAN, LLP  
by: Jenine R. Davey, Esquire  
Atty. I.D. No. 87077  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Bankers Trust Company of California, N.A., as Trustee : Court of Common Pleas  
for Vendee Mortgage Trust 2001-3, without recourse, : Civil Division  
except as provided in a Pooling and Servicing :  
Agreement dated October 1, 2001 :  
7105 Corporate Drive : Clearfield County  
Plano, TX 75024 :  
: No. 02-1546-CD

Plaintiff

VS.

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

Defendant

**FILED**

OCT 04 2002

William A. Shaw  
Prothonotary

**CIVIL ACTION/COMPLAINT FOR EJECTMENT**  
**BASED ON AN INSTALLMENT CONTRACT**  
**FOR SALE OF REAL ESTATE**

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 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.**

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

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.

FEDERMAN AND PHELAN, LLP  
by: Jenine R. Davey, Esquire  
Atty. I.D. No. 87077  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Bankers Trust Company of California, N.A., as Trustee : Court of Common Pleas  
for Vendee Mortgage Trust 2001-3, without recourse, :  
except as provided in a Pooling and Servicing : Civil Division  
Agreement dated October 1, 2001 :  
7105 Corporate Drive : Clearfield County  
Plano, TX 75024 :  
Plaintiff : No. \_\_\_\_\_

VS.

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

Defendant

**CIVIL ACTION/COMPLAINT FOR EJECTMENT**  
**BASED ON AN INSTALLMENT CONTRACT**  
**FOR SALE OF REAL ESTATE**

1. Plaintiff is

Bankers Trust Company of California, N.A., as Trustee for  
Vendee Mortgage Trust 2001-3, without recourse, except as  
provided in a Pooling and Servicing Agreement dated October 1,  
2001  
7105 Corporate Drive  
Plano, TX 75024

who is the Seller and Owner of the property at 255 White Pine Road, Du Bois, PA 15801.

2. The name and last known address of Defendant is  
Ramona Sue Robinette  
332 West Main Street  
Everett, PA 15537

who is the Buyer or Occupant of the property at 255 White Pine Road, Du Bois, PA 15801.

3. On or about May 10, 2001, the Administrator of Veterans Affairs, Plaintiff's Assignor, and Defendant entered into an Installment Contract for Sale of Real Estate for the property at 255 White Pine Road, Du Bois, PA 15801. A true and correct copy of said contract is attached hereto, incorporated herein by reference, and marked as Exhibit "A".

4. By Deed dated October 25, 2001, the Administrator of Veterans Affairs conveyed its ownership rights and all interests to the subject premises to Plaintiff. A true and correct copy of said Deed is attached hereto, incorporated herein by reference, and marked as Exhibit "B".

5. Defendant is in default under the Installment Contract because monthly payments under the contract due October 1, 2001 and each month thereafter are due and unpaid, and by the terms of said contract, upon failure of Defendant Buyer to make such payments after a date specified by written notice sent to the Buyer, the entire principal balance and all interest due thereon are collectible forthwith. A copy of said notice is attached hereto, incorporated herein by reference, and marked as Exhibit "C".

6. Notice of Intention to Terminate Installment Contract has been sent to the Defendants by certified mail as required by Act 6 of 1974 of the Commonwealth of Pennsylvania on the date set forth in the true and correct copy of such notice attached hereto as Exhibit "C".

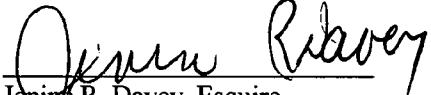
7. This action does not come under Act 91 of 1983 because the mortgaged premises is not the principal residence of the defendant.

WHEREFORE, Plaintiff seeks to recover possession of said premises.

FEDERMAN AND PHELAN, LLP

Date: 10/21/02

By:

  
Jenine R. Davey, Esquire  
Attorney for Plaintiff

# **Exhibit “A”**

INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE - PENNSYLVANIA

THIS LOAN MAY NOT BE ASSUMED WITHOUT THE PRIOR APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT, SUCCESSORS OR ASSIGNS.

1. THIS AGREEMENT, made the 10th day of May, 2001, by and between the Secretary of Veterans Affairs, an officer of the United States of America, whose address is Department of Veterans Affairs, Washington, D C 20420, (of the first part) hereinafter called "Seller", and his/her successors in such office, as such, and RAMONA SUE ROBINETTE (party of the second part) hereinafter called "Buyer".

2. WITNESSETH, That it is mutually agreed as follows:

The Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, all that real property situated in SANDY TOWNSHIP county of CLEARFIELD and Commonwealth of Pennsylvania, herein referred to as "the property" and more fully described as follows:

All that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on White Pine Road, said point being the Northwest corner of the lot herein described; thence South fifty-five (55) degrees twenty-six (26) minutes East, one hundred three and thirty-three one hundredths (103.33) feet to a pin on the Southern right of way line of White Pine Road; thence South thirty-four (34) degrees thirty-four (34) minutes West, along Lot 17, two hundred and no tenths (200.0) feet to a pin; thence North fifty-five (55) degrees twenty-six (26) minutes West one hundred three and thirty-three one-hundredths (103.33) feet to a pin; thence North thirty-four (34) degrees thirty-four (34) minutes East, two hundred and no tenths (200.0) feet along Lot No. 19, to the place of beginning.

Being Lot No. 18 in the Burnt Hemlock Subdivision which has been approved by Sandy Township and recorded.

HAVING erected thereon a dwelling known as 255 White Pine Road, DuBois, PA 15801.

PARCEL #128-A3-698-124.

Veterans Affairs, an agency of the United States, or at such other place within the United States as the Seller or the Seller's Agent, may from time to time designate in writing, at the times, in the amounts, and in the manner following:  
One Thousand, Six Hundred Dollars (\$ 1600.00) in cash prior to or upon the execution and delivery of this Agreement; and the balance of Seventy-eight Thousand, Four Hundred Dollars (\$ 78400.00) herein referred to as "principal sum" or as "principal" with interest thereon at the rate of

SEVEN percent ( 7.00 ) % per annum, from the date of May 10, 2001, which said principal and interest on the unpaid portion thereof shall be payable in equal monthly installments as follows:

Five Hundred and Twenty-one Dollars and Sixty Cents (\$ 521.60) on the first day of July, 2001, and a like sum on the first day of each and every month thereafter for 359 consecutive, additional months, until said principal and interest shall have been fully paid.

Unless sooner paid, the unpaid balance of principal plus the accrued and unpaid interest shall be due and payable on the First day of June, 2031.

Of the total purchase price paid for the said described property, the amount of \$ is a rehabilitation loan granted pursuant to Public Law 100-198, to be disbursed under a separate Escrow Agreement which rehabilitation loan bears the same rate of interest as the balance of the amount remaining and to be paid for the Except as hereinafter otherwise provided, each payment made hereunder shall be credited first on the interest then due as herein provided and the remainder shall be credited upon unpaid principal. Additional payments of principal in any amount not less than the amount of the monthly installments above provided or One Hundred Dollars (\$100), whichever is less, may be made at any time and shall be credited on the unpaid principal sum in such manner as the Buyer may elect; or in the absence of such election, as Seller may elect.

5. All real estate taxes, water rents, sewer charges, assessments, and other charges payable in years subsequent to the year 2000 or levied after the date of execution of this Agreement, or for improvements which are not then completed upon the property, are and shall be the obligation of the Buyer, and Buyer covenants to pay the same in the manner provided in paragraph seven hereof. Water/sewer and special assessments to be paid directly by buyer.

28. All moneys paid by Buyer to Seller under the terms of this Agreement shall be retained by Seller as compensation for the use and occupancy of the property, consideration for the execution of this Agreement and not as liquidated damages to Seller for default or as a penalty.

29. Failure or delay of the Seller to enforce any right or to exercise any option herein available because of any default shall not operate as a waiver of the right of the Seller to thereafter enforce such right or to exercise such option or any other right or option, for the same or for any subsequent default.

30. Buyer expressly agrees that the rights and remedies herein granted Seller in the event of default to enforce the terms and conditions of this Agreement, the recovery of damages for any breach, or possession of the above described property, may be exercisable as often as there is default on the part of Buyer and shall not be exhausted by one or more uses thereof, and that it shall not be necessary to file the original of this contract as a warrant of attorney if a true copy hereof shall be filed in any action.

31. The covenants, obligations, liabilities, terms and provisions herein contained shall be binding upon, and the benefits and advantages hereunder shall inure to the Buyer jointly and severally and to their and each of their respective heirs, executors, administrators, and assigns, and to the successors and assigns of the Seller.

32. This Agreement shall not be recorded in the office for the recording of deeds or any other office or place of public record. If Buyer causes it to be recorded he/she will be considered in default with the right of Seller to forthwith terminate this Agreement and to enforce and exercise Seller's rights hereunder because of such default.

33. Buyer understands and agrees that if this Installment Agreement is terminated by Buyer or Seller, any remaining amount of the rehabilitation loan in the hands of an escrow agent shall immediately be returned to Seller (Department of Veterans Affairs).

34. This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established either pursuant to the provisions of section 3714 of chapter 37, title 38, United State Code, or by the loan holder if the loan has been sold without recourse.

35. A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer shall be payable to the Department of Veterans Affairs at the time of transfer. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument and shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee hereof, the full indebtedness shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(b). The assumer is not obligated to pay this fee if the Department of Veterans Affairs has sold this loan without recourse.

36. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the Department of Veterans Affairs or its successors or assigns for determining the creditworthiness of the assumer and subsequently revising the ownership records when an approved transfer is completed. The amount of this charge shall not exceed \$300.

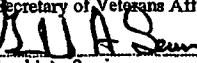
IN WITNESS WHEREOF, the Seller has caused this instrument to be signed and sealed in his/her name and in his/her behalf by the undersigned employee, being thereunto duly appointed, qualified and acting pursuant to title 38, United States Code, sections 212 and 1820, and title 38, Code of Federal Regulations, sections 36.4342 and 36.4520, pursuant thereto, as amended, and who is authorized to execute this instrument, and the Buyer has hereunto set his/her individual hand and seal on the day and year first above written.

NOTICE - THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OF OWNERS OR SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

SEALED AND DELIVERED  
IN THE PRESENCE OF

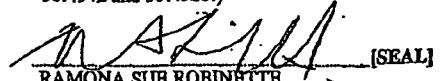


The Secretary of Veterans Affairs

By  [SEAL]  
Gerald A. Serrino

Title: Acting Loan Guaranty Officer  
VA Regional Office or Regional Office &  
Insurance Center, Pittsburgh, PA.  
Telephone: 412-395-6666

Pursuant to a delegation of authority in 38 CFR  
36.4342 and 36.4520.)

  
[SEAL]  
RAMONA SUB ROBINETTE

[SEAL]

[SEAL]

[SEAL]

# **Exhibit “B”**

11-11-70002  
16  
**PENNSYLVANIA**

THIS INDENTURE made the 25th day of October , 2001 , between the Secretary of Veterans Affairs, an Officer of the United States of America, whose address is Department of Veterans Affairs, Washington, DC 20420 hereinafter called the Grantor and BANKERS TRUST COMPANY OF CALIFORNIA, N.A., as Trustee for VENDEE MORTGAGE TRUST 2001-3, without recourse, except as provided in a Pooling and Servicing Agreement dated October 1, 2001, hereinafter called the Grantee:

WITNESSETH that the said Grantor for and in consideration of the sum of Seventy-eight Thousand Two Hundred Six and 07/100 Dollars (\$78,206.07) ,

the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, enfeoffs, releases, and confirms unto the said Grantee and Grantee's heirs or successors and assigns,

ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on White Pine Road, said point being the Northwest corner of the lot herein described; thence South fifty-five (55) degrees twenty-six (26) minutes East, one hundred three and thirty-three one hundredths (103.33) feet to a pin on the Southern right of way line of White Pine Road; thence South thirty-four (34) degrees thirty-four (34) minutes West, along Lot 17, two hundred and no tenths (200.0) feet to a pin; thence North fifty-five (55) degrees twenty-six (26) minutes West one hundred three and thirty-three one-hundredths (103.33) feet to a pin; thence North thirty-four (34) degrees thirty-four (34) minutes East, two hundred and no tenths (200.0) feet along Lot No. 19, to the place of beginning.

Being Lot No. 18 in the Burnt Hemlock Subdivision which has been approved by Sandy Township and recorded.

HAVING erected thereon a dwelling known as 255 White Pine Road, DuBois, PA 15801.

PARCEL #128-A3-698-124.

BEING the same premises conveyed to the Secretary of Veterans Affairs, an Officer of the United States of America, by deed in lieu of foreclosure from JAMES FRANKLIN HULL, JR. and MARTINA R. HULL, his wife, dated May 16, 2000 and recorded in the Recorder's Office of Clearfield County, PA, in Instrument No. 200009173 on June 29, 2000.

TOGETHER with all and singular the improvements, ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claims, and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described with the hereditaments and appurtenances, unto the said Grantee and Grantee's heirs or successors and assigns, forever.

Grantor covenants to warrant and defend all that hereinabove described against all persons lawfully claiming or to claim the same or any part thereof by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor on the day and year first above written has caused this instrument to be signed and sealed on Grantor's behalf by the undersigned, being thereunto duly appointed, qualified and acting pursuant to title 38, United States Code, sections 512 and 3720, and title 38, Code of Federal Regulations, sections 36.4342 and 36.4520, pursuant thereto, as amended, and who is authorized to execute this instrument.

The Secretary of Veterans Affairs

\*BY  [SEAL]  
GERALD A. SERRINO

Title: Acting Loan Guaranty Officer

VA Regional Office, ~~XXV Regional Office~~  
Pittsburgh  
(City) PA.

STATE OF PENNSYLVANIA, } ss:  
County of ALLEGHENY

(412) 395-6060

Telephone \_\_\_\_\_  
(Area code and number)

(Pursuant to a delegation of authority contained in VA  
Regulations, 38 C.F.R. 36.4342 and 36.4520.)

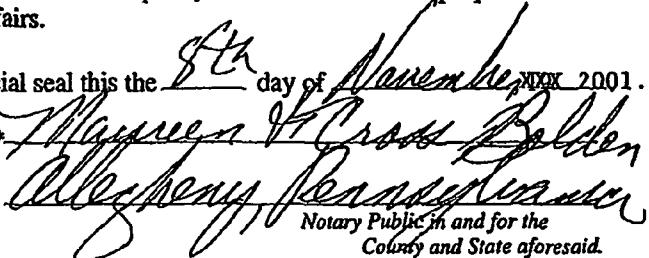
GERALD A. SERRINO

On this date, before me, the undersigned, personally appeared \_\_\_\_\_, an  
employee of the Department of Veterans Affairs, an agency of the United States Government, signer and sealer of the  
foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated for the purposes  
therein contained, and as the deed of the Secretary of Veterans Affairs.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this the 8th day of November, ~~XX~~ 2001.

Notarial Seal  
Maureen F. Cross Bolden, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Dec. 30, 2002

Member Pennsylvania Association of Notaries  
My Commission Expires

  
Maureen F. Cross Bolden  
Allegheny, Pennsylvania  
Notary Public in and for the  
County and State aforesaid.

I hereby certify that the precise residence of the within-named Grantee is: c/o Countrywide Home Loans

1800 Tapo Canyon Road, MSN SV 103, Simi Valley, CA 93063

TAX BILLS DIRECTED TO: Countrywide Home Loans, 1800 Tapo Canyon Road  
Simi Valley, CA 93065-6298, Attn: MSN SV 103

\*Print, typewrite, or stamp names of each party immediately below each signature.

NOTICE—THIS DOCUMENT ~~MAY NOT~~ SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO  
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO  
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL ~~MAY HAVE~~ HAVE THE COMPLETE LEGAL RIGHT TO RE-  
MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE  
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF  
THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE  
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the  
manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded  
instruments, if any.]

**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE  
AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF  
THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION  
AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL  
MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE  
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH  
THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED  
HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION  
ACT OF 1966.

WITNESS:

.....  
BANKERS TRUST COMPANY OF CALIFORNIA, N.A.  
.....

# **Exhibit “C”**

FEDERMAN AND PHELAN, L.L.P.  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000  
Telefax: (215) 563-5534

Representing Lenders in  
Pennsylvania and New Jersey

July 19, 2002

**Ramona Sue Robinett  
332 West Main Street  
Everett, PA 15537**

**Re: Premises:255 White Pine Drive, Duboia, PA 15801  
Loan No.:9409333**

**NOTICE OF INTENTION TO TERMINATE INSTALLMENT CONTRACT**

We represent **Countrywide Home Loans**, the holder of an Installment Contract on the above-referenced premises, who hereby advises that it will accelerate your Installment Contract (demand payment in full) and pursue the eviction remedies permitted by the Installment Contract unless your loan delinquencies are cured as provided below.

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

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 from receipt of this letter, this firm will obtain and provide you with written verification therof; 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.

The total delinquency, including late and other charges is **\$8,107.20**, for the months of **10/1/01** through **7/1/02**. Your failure to pay the delinquent amount, **plus any additional monthly payment and late and other charges** (including any accrued interest) that may come due within the next thirty three (33) days, will result in the acceleration of all sums due under your Installment Contract. After acceleration occurs, an eviction action or any other remedy permitted by your Installment Contract may be instituted.

To avoid the acceleration of your Installment Contract and subsequent eviction action, the delinquency mentioned above any accrual thereof must be paid by **CERTIFIED CHECK OR MONEY ORDER** and received in our office at **FEDERMAN AND PHELAN, L.L.P., One Penn Center Plaza at Suburban Station, Suite 1400, Philadelphia, PA 19103**, in or before thirty three (33) days from the date of this letter. Please call (215) 563-7000 for the exact amount required.

You have the right to reinstate your Installment Contract after acceleration by fulfilling the conditions stated in your Installment Contract pertaining to such reinstatement. You may call our office to discuss these conditions.

Any future negotiations attempting to reinstate your Installment Contract or acceptance of any payment less than the full amount due shall not constitute a waiver by the Installment Contract holder of the acceleration unless agreed to in writing by said holder.

You have the right to assert in the acceleration proceedings the non-existence of a default or any other defense to acceleration and eviction.

Very truly yours,

FEDERMAN AND PHELAN, LLP

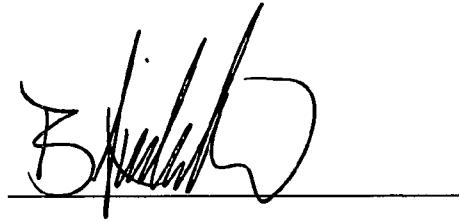
By:   
Frank Federman

FF:ll

Cc: Countrywide Home Loans  
Attn:Samantha Burks

VERIFICATION

BRANDON SCIUMBATO hereby states that he is FIRST 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 Ejectment 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: 10/2/02

SEARCHED AND INDEXED

FILED

11/22/02  
Oct 04 2002  
by

Attn: pd  
80.00

3 C.C.S.M.F.

William A. Shaw  
Prothonotary

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

Sheriff Docket # 13134

BANKERS TRUST COMPANY

02-1546-CD

VS.

ROBINETTE, RAMONA SUE

**COMPLAINT IN EJECTMENT**

**SHERIFF RETURNS**

---

**NOW OCTOBER 4, 2002, GORDON DIEHL, SHERIFF OF BEDFORD COUNTY WAS DEPUTIZED BY CHESTER A HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN EJECTMENT (2 COPIES) ON RAMONA SUE ROBINETTE, DEFENDANT.**

**NOW OCTOBER 15, 2002 SERVED THE WITHIN COMPLAINT IN EJECTMENT ON RAMONA SUE ROBINETTE, DEFENDANT BY DEPUTIZING THE SHERIFF OF BEDFORD COUNTY. THE RETURN OF SHERIFF DIEHL IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED ONE COPY ON RAMONA SUE ROBINETTE AT 1573 COUNTRY RIDGE ROAD, BEDFORD, PA.**

**NOW JANUARY 20, 2003 RETURN THE WITHIN COMPLAINT IN EJECTMENT "NOT SERVED" AS TO RAMONA SUE ROBINETTE, DEFENDANT AT 225 WHITE PINE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. HOUSE IS EMPTY.**

---

**Return Costs**

| Cost | Description |
|------|-------------|
|------|-------------|

|       |                              |
|-------|------------------------------|
| 65.00 | SHFF. HAWKINS PAID BY; ATTY. |
|-------|------------------------------|

|       |                            |
|-------|----------------------------|
| 39.00 | SHFF. DIEHL PAID BY: ATTY. |
|-------|----------------------------|

|       |                          |
|-------|--------------------------|
| 30.00 | SURCHARGE PAID BY: ATTY. |
|-------|--------------------------|

**FILED**  
01/24/11  
JAN 20 2003

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13134

BANKERS TRUST COMPANY

02-1546-CD

VS.

ROBINETTE, RAMONA SUE

COMPLAINT IN EJECTMENT

**SHERIFF RETURNS**

---

Sworn to Before Me This

20<sup>th</sup> Day Of Jan 2003  
William A. Shaw

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

So Answers,

Chester A. Hawkins  
My Marilyn Harris  
Chester A. Hawkins  
Sheriff

13134

**SHERIFF'S RETURN OF SERVICE**  
**BEDFORD COUNTY**

**Plaintiff**

Bankers Trust Company of  
California, N.A., et. al

**NUMBER** 02-1546-CD

**SHERIFF'S NUMBER**

**Defendant**

Ramona Sue Robinett

**COST**

**MILEAGE**

**DISTRICT**

**Serve At (Employment Address)**

Susie's ReSale  
334 West Main Street  
Everett, PA 15537

Summons  Complaint

Other

**TYPE OF ACTION**

Ejectment

**Special Instructions**

**TO BE COMPLETED BY SHERIFF**

Served and made known to Ramona Sue Robinette, Defendant, on the 15 day of October, 2002, at 2:00 o'clock, p.m., at 1573 Country Ridge Rd., Bedford, County of Bedford, Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.  
 Adult family member with whom said 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.  
 \_\_\_\_\_ and officer of said Defendant company.  
 Other:

**SHERIFF**

By: \_\_\_\_\_, Deputy Sheriff

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_.m., Defendant not found because:

Moved  Unknown  No Answer  Vacant  Other

**SHERIFF**

By: \_\_\_\_\_, Deputy Sheriff

**DEPUTIZED SERVICE**

Now, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I, Sheriff of \_\_\_\_\_ County, Pennsylvania do hereby depelize the Sheriff of \_\_\_\_\_ County to serve this Complaint and make return thereof and according to law.

**SHERIFF**

By: John S. Dell, Deputy Sheriff

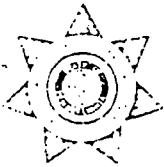
**ATTORNEY FOR PLAINTIFF:**

Name Jenine R. Davey, Esquire  
Id. No. 87077  
Address 1617 John F. Kennedy  
Boulevard,  
Suite 1400  
Philadelphia, PA 19103

**TO BE COMPLETED BY**  
**PROTHONOTARY**

ATTEST  
Pro Prothy

Date



# Sheriff's Office Clearfield County

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

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

Robert Snyder  
CHIEF DEPUTY  
Cynthia Aughenbaugh  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

BANKERS TRUST COMPANY

TERM & NO. 02-1546-CD

VS

ROMANA SUE ROBINETTE

DOCUMENT TO BE SERVED:  
COMPLAINT IN EJECTMENT

SERVE BY: 11/3/02

**MAKE REFUND PAYABLE TO:** FEDERMAN & PHELAN, Attys.

**SERVE:** RAMONA SUE ROBINETTE

**ADDRESS:** (1) Susie's ReSale, 334 West Main St., Everett, Pa. 15537  
(2) 332 West Main St. Everett, Pa. 15537

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF BEDFORD COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 4th Day of OCTOBER 2002.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

ACCO'S GRASS HILL  
010 220

SERVE BY November 8, 2002

REC'D October 9, 2002

NUMBER AND TERM 02-1546-CJ

TRANSACTION Complaint For Ejectment

PLAINTIFF Banker Trust Co.

DEFENDANT Ramona Sue Robinette (Susie's Re Sale)

334 West Main Street, Everett, PA 15537

SERVICE Handed to DEF

DATE 10/15/02 TIME 1400

PLACE 1573 Country Lane Rd Beauford PA

MILEAGE 20

54-23

WRIT

Mark S. Dill

LEVY

Att 10/11/02

\* Ramona Sue Robinette

|         |         |
|---------|---------|
| Writ    | \$18.00 |
| Mile    | 6.50    |
| Notary  | 2.00    |
| Off. S. | 2.50    |
| Total   | \$39.00 |

Advance: \$150.00 Cr. # 228575 10/9/02

Refund \$111.00 Cr. # 10868 11/7/02



FEDERMAN AND PHELAN, LLP  
by: Jenine R. Davey, Esquire  
Atty. I.D. No. 87077  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Bankers Trust Company of California, N.A., as Trustee  
for Vendee Mortgage Trust 2001-3, without recourse,  
except as provided in a Pooling and Servicing  
Agreement dated October 1, 2001  
7105 Corporate Drive  
Plano, TX 75024

Court of Common Pleas

Civil Division

Clearfield County

No. 02-15410-C

Plaintiff

VS.

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

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

Defendant

OCT 04 2002

Attest.

*Lee L. Lauer*  
Prothonotary/  
Clerk of Courts

**CIVIL ACTION/COMPLAINT FOR EJECTMENT  
BASED ON AN INSTALLMENT CONTRACT  
FOR SALE OF REAL ESTATE**

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 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.**

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

RECEIVED  
CLEARFIELD COUNTY  
COURTHOUSE  
ATTORNEY GENERAL'S  
OFFICE  
COPY OF THIS  
ORIGINAL FILED  
COURTCLERK AND CLERK  
OCTOBER 4, 2002

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.

FEDERMAN AND PHELAN, LLP  
by: Jenine R. Davey, Esquire  
Atty. I.D. No. 87077  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Bankers Trust Company of California, N.A., as Trustee : Court of Common Pleas  
for Vendee Mortgage Trust 2001-3, without recourse, :  
except as provided in a Pooling and Servicing : Civil Division  
Agreement dated October 1, 2001 :  
7105 Corporate Drive : Clearfield County  
Plano, TX 75024 :  
Plaintiff : No. \_\_\_\_\_

VS.

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

Defendant

**CIVIL ACTION/COMPLAINT FOR EJECTMENT**  
**BASED ON AN INSTALLMENT CONTRACT**  
**FOR SALE OF REAL ESTATE**

1. Plaintiff is

Bankers Trust Company of California, N.A., as Trustee for  
Vendee Mortgage Trust 2001-3, without recourse, except as  
provided in a Pooling and Servicing Agreement dated October 1,  
2001  
7105 Corporate Drive  
Plano, TX 75024

who is the Seller and Owner of the property at 255 White Pine Road, Du Bois, PA 15801.

2. The name and last known address of Defendant is  
Ramona Sue Robinette  
332 West Main Street  
Everett, PA 15537

who is the Buyer or Occupant of the property at 255 White Pine Road, Du Bois, PA 15801.

3. On or about May 10, 2001, the Administrator of Veterans Affairs, Plaintiff's Assignor, and Defendant entered into an Installment Contract for Sale of Real Estate for the property at 255 White Pine Road, Du Bois, PA 15801. A true and correct copy of said contract is attached hereto, incorporated herein by reference, and marked as Exhibit "A".

4. By Deed dated October 25, 2001, the Administrator of Veterans Affairs conveyed its ownership rights and all interests to the subject premises to Plaintiff. A true and correct copy of said Deed is attached hereto, incorporated herein by reference, and marked as Exhibit "B".

5. Defendant is in default under the Installment Contract because monthly payments under the contract due October 1, 2001 and each month thereafter are due and unpaid, and by the terms of said contract, upon failure of Defendant Buyer to make such payments after a date specified by written notice sent to the Buyer, the entire principal balance and all interest due thereon are collectible forthwith. A copy of said notice is attached hereto, incorporated herein by reference, and marked as Exhibit "C".

6. Notice of Intention to Terminate Installment Contract has been sent to the Defendants by certified mail as required by Act 6 of 1974 of the Commonwealth of Pennsylvania on the date set forth in the true and correct copy of such notice attached hereto as Exhibit "C".

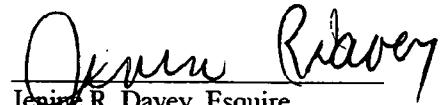
7. This action does not come under Act 91 of 1983 because the mortgaged premises is not the principal residence of the defendant.

WHEREFORE, Plaintiff seeks to recover possession of said premises.

FEDERMAN AND PHELAN, LLP

Date: 10/21/02

By:

  
Jenine R. Davey, Esquire  
Attorney for Plaintiff

# **Exhibit “A”**

*#9409333*

**INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE - PENNSYLVANIA**

**THIS LOAN MAY NOT BE ASSUMED WITHOUT THE PRIOR APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT, SUCCESSORS OR ASSIGNS.**

1. THIS AGREEMENT, made the 10th day of May, 2001, by and between the Secretary of Veterans Affairs, an officer of the United States of America, whose address is Department of Veterans Affairs, Washington, D C 20420, (of the first part) hereinafter called "Seller", and his/her successors in such office, as such, and **RAMONA SUE ROBINETTE** (party of the second part) hereinafter called "Buyer".

2. WITNESSETH, That it is mutually agreed as follows:

The Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, all that real property situated in **SANDY TOWNSHIP** county of **CLEARFIELD** and Commonwealth of Pennsylvania, herein referred to as "the property" and more fully described as follows:

All that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on White Pine Road, said point being the Northwest corner of the lot herein described; thence South fifty-five (55) degrees twenty-six (26) minutes East, one hundred three and thirty-three one hundredths (103.33) feet to a pin on the Southern right of way line of White Pine Road; thence South thirty-four (34) degrees thirty-four (34) minutes West, along Lot 17, two hundred and no tenths (200.0) feet to a pin; thence North fifty-five (55) degrees twenty-six (26) minutes West one hundred three and thirty-three one-hundredths (103.33) feet to a pin; thence North thirty-four (34) degrees thirty-four (34) minutes East, two hundred and no tenths (200.0) feet along Lot No. 19, to the place of beginning.

Being Lot No. 18 in the Burnt Hemlock Subdivision which has been approved by Sandy Township and recorded.

HAVING erected thereon a dwelling known as 255 White Pine Road, DuBois, PA 15801.

PARCEL #128-A3-698-124.

Veterans Affairs, an agency of the United States, or at such other place within the United States as the Seller or the Seller's Agent, may from time to time designate in writing, at the times, in the amounts, and in the manner following:

One Thousand, Six Hundred Dollars

(\$ 1600.00 ) in cash prior to or upon the execution and delivery of this Agreement; and the balance of

Seventy-eight Thousand, Four Hundred Dollars

(\$ 78400.00 ) herein referred to as "principal sum" or as "principal" with interest thereon at the rate of **SEVEN** percent ( 7.00 )% per annum, from the date of **May 10, 2001**,

which said principal and interest on the unpaid portion thereof shall be payable in equal monthly installments as follows:

Five Hundred and Twenty-one Dollars and Sixty Cents

(\$ 521.60 ) on the first day of **July**, 2001, and a like sum on the first day of each and every month thereafter for 359 consecutive, additional months, until said principal and interest shall have been fully paid.

Unless sooner paid, the unpaid balance of principal plus the accrued and unpaid interest shall be due and payable on the First day of **June**, 2031.

Of the total purchase price paid for the said described property, the amount of \$ is a rehabilitation loan granted pursuant to Public Law 100-198, to be disbursed under a separate Escrow Agreement which rehabilitation loan bears the same rate of interest as the balance of the amount remaining, and to be paid for the Except as hereinafter otherwise provided, each payment made hereunder shall be credited first on the interest then due as herein provided and the remainder shall be credited upon unpaid principal. Additional payments of principal in any amount not less than the amount of the monthly installments above provided or One Hundred Dollars (\$100), whichever is less, may be made at any time and shall be credited on the unpaid principal sum in such manner as the Buyer may elect, or in the absence of such election, as Seller may elect.

5. All real estate taxes, water rents, sewer charges, assessments, and other charges payable in years subsequent to the year 2000 or levied after the date of execution of this Agreement, or for improvements which are not then completed upon the property, are and shall be the obligation of the Buyer, and Buyer covenants to pay the same in the manner provided in paragraph seven hereof. Water/sewer and special assessments to be paid directly by buyer.

28. All moneys paid by Buyer to Seller under the terms of this Agreement shall be retained by Seller as compensation for the use and occupancy of the property, consideration for the execution of this Agreement and not as liquidated damages to Seller for default or as a penalty.

29. Failure or delay of the Seller to enforce any right or to exercise any option hereunder because of any default shall not operate as a waiver of the right of the Seller to thereafter enforce such right or to exercise such option or any other right or option, for the same or for any subsequent default.

30. Buyer expressly agrees that the rights and remedies herein granted Seller in the event of default to enforce the terms and conditions of this Agreement, the recovery of damages for any breach, or repossession of the above described property, may be exercisable as often as there is default on the part of Buyer and shall not be exhausted by one or more uses thereof, and that it shall not be necessary to file the original of this contract as a warrant of attorney if a copy hereof shall be filed in any action.

31. The covenants, obligations, liabilities, terms and provisions herein contained shall be binding upon, and the benefits and advantages hereunder shall inure to the Buyer jointly and severally and to their and each of their respective heirs, executors, administrators, and assigns, and to the successors and assigns of the Seller.

32. This Agreement shall not be recorded in the office for the recording of deeds or any other office or place of public record. If Buyer causes it to be recorded he/she will be considered in default with the right of Seller to forthwith terminate this Agreement and to enforce and exercise Seller's rights hereunder because of such default.

33. Buyer understands and agrees that if this Installment Agreement is terminated by Buyer or Seller, any remaining amount of the rehabilitation loan in the hands of an escrow agent shall immediately be returned to Seller (Department of Veterans Affairs).

34. This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established either pursuant to the provisions of section 3714 of chapter 37, title 38, United States Code, or by the loan holder if the loan has been sold without recourse.

35. A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer shall be payable to the Department of Veterans Affairs at the time of transfer. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument and shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee hereof, the full indebtedness shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(b). The assumer is not obligated to pay this fee if the Department of Veterans Affairs has sold this loan without recourse.

36. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the Department of Veterans Affairs or its successors or assigns for determining the creditworthiness of the assumer and subsequently revising the ownership records when an approved transfer is completed. The amount of this charge shall not exceed \$300.

IN WITNESS WHEREOF, the Seller has caused this instrument to be signed and sealed in his/her name and in his/her behalf by the undersigned employee, being thereunto duly appointed, qualified and acting pursuant to title 38, United States Code, sections 212 and 1820, and title 38, Code of Federal Regulations, sections 36.4342 and 36.4520, pursuant thereto, as amended, and who is authorized to execute this instrument, and the Buyer has hereunto set his/her individual hand and seal on the day and year first above written.

NOTICE - THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OF OWNERS OR SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

SEALED AND DELIVERED  
IN THE PRESENCE OF

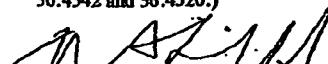


The Secretary of Veterans Affairs

By  [SEAL]  
Gerald A. Serrino

Title: Acting Loan Guaranty Officer  
VA Regional Office or Regional Office &  
Insurance Center, Pittsburgh, PA.  
Telephone: 412-395-6666

Pursuant to a delegation of authority in 38 CFR  
36.4342 and 36.4520.)

  
[SEAL]  
RAMONA SUB ROBINET

[SEAL]

[SEAL]

# **Exhibit “B”**

11-11-7-0000  
**PENNSYLVANIA**

THIS INDENTURE made the 25th day of October , 2001 , between the Secretary of Veterans Affairs, an Officer of the United States of America, whose address is Department of Veterans Affairs, Washington, DC 20420 hereinafter called the Grantor and BANKERS TRUST COMPANY OF CALIFORNIA, N.A., as Trustee for VENDEE MORTGAGE TRUST 2001-3, without recourse, except as provided in a Pooling and Servicing Agreement dated October 1, 2001, hereinafter called the Grantee:

WITNESSETH that the said Grantor for and in consideration of the sum of Seventy-eight Thousand Two Hundred Six and 07/100 Dollars (\$78,206.07) ,

the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, enfeoffs, releases, and confirms unto the said Grantee and Grantee's heirs or successors and assigns,

ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on White Pine Road, said point being the Northwest corner of the lot herein described; thence South fifty-five (55) degrees twenty-six (26) minutes East, one hundred three and thirty-three one hundredths (103.33) feet to a pin on the Southern right of way line of White Pine Road; thence South thirty-four (34) degrees thirty-four (34) minutes West, along Lot 17, two hundred and no tenths (200.0) feet to a pin; thence North fifty-five (55) degrees twenty-six (26) minutes West one hundred three and thirty-three one-hundredths (103.33) feet to a pin; thence North thirty-four (34) degrees thirty-four (34) minutes East, two hundred and no tenths (200.0) feet along Lot No. 19, to the place of beginning.

Being Lot No. 18 in the Burnt Hemlock Subdivision which has been approved by Sandy Township and recorded.

HAVING erected thereon a dwelling known as 255 White Pine Road, DuBois, PA 15801.

PARCEL #128-A3-698-124.

BEING the same premises conveyed to the Secretary of Veterans Affairs, an Officer of the United States of America, by deed in lieu of foreclosure from JAMES FRANKLIN HULL, JR. and MARTINA R. HULL, his wife, dated May 16, 2000 and recorded in the Recorder's Office of Clearfield County, PA, in Instrument No. 200009173 on June 29, 2000.

TOGETHER with all and singular the improvements, ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claims, and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described with the hereditaments and appurtenances, unto the said Grantee and Grantee's heirs or successors and assigns, forever.

Grantor covenants to warrant and defend all that hereinabove described against all persons lawfully claiming or to claim the same or any part thereof by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor on the day and year first above written has caused this instrument to be signed and sealed on Grantor's behalf by the undersigned, being thereunto duly appointed, qualified and acting pursuant to title 38, United States Code, sections 512 and 3720, and title 38, Code of Federal Regulations, sections 36.4342 and 36.4520, pursuant thereto, as amended, and who is authorized to execute this instrument.

SEALED AND DELIVERED IN THE PRESENCE OF

The Secretary of Veterans Affairs

\*BY  [SEAL]  
GERALD A. SERRINO

Title: Acting Loan Guaranty Officer

\* \_\_\_\_\_

\* \_\_\_\_\_

VA Regional Office, ~~XXXXX~~ Regional Office ~~XXXXX~~  
XXXXX Pittsburgh PA.  
(City)

STATE OF PENNSYLVANIA, } ss:  
County of ALLEGHENY }

(412) 395-6060

Telephone \_\_\_\_\_  
(Area code and number)

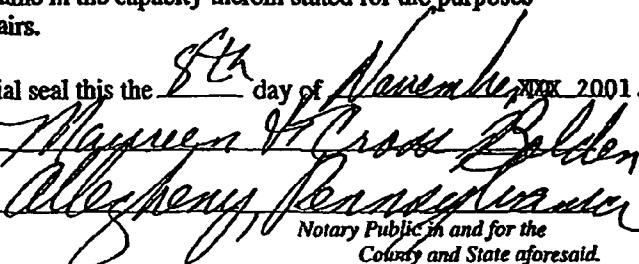
(Pursuant to a delegation of authority contained in VA  
Regulations, 38 C.F.R. 36.4342 and 36.4520.)

On this date, before me, the undersigned, personally appeared GERALD A. SERRINO, an employee of the Department of Veterans Affairs, an agency of the United States Government, signer and sealer of the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated for the purposes therein contained, and as the deed of the Secretary of Veterans Affairs.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this the 8th day of November, 2001.

Notarial Seal  
Maureen F. Cross Borden, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Dec. 30, 2002

Member Pennsylvania Association of Notaries  
My Commission Expires Dec. 30, 2002

  
Maureen F. Cross Borden  
Allegheny, Pennsylvania  
Notary Public in and for the  
County and State aforesaid.

I hereby certify that the precise residence of the within-named Grantee is: c/o Countrywide Home Loans

1800 Tapo Canyon Road, MSN SV 103, Simi Valley, CA 93063

TAX BILLS DIRECTED TO: Countrywide Home Loans, 1800 Tapo Canyon Road  
Simi Valley, CA 93065-6298, Attn: MSN SV 103

\*Print, typewrite, or stamp names of each party immediately below each signature.

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO  
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO  
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO RE-  
MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE  
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF  
THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE  
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the  
manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded  
instruments, if any.]

**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE  
AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF  
THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION  
AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL  
MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE  
PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH  
THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED  
HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION  
ACT OF 1966.

WITNESS:

.....  
BANKERS TRUST COMPANY OF CALIFORNIA, N.A.  
.....

# **Exhibit “C”**

FEDERMAN AND PHELAN, L.L.P.  
One Penn Center at Suburban Station  
Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000  
Telefax: (215) 563-5534

Representing Lenders in  
Pennsylvania and New Jersey

July 19, 2002

**Ramona Sue Robinett  
332 West Main Street  
Everett, PA 15537**

Re: Premises:255 White Pine Drive, Duboia, PA 15801  
Loan No.:9409333

**NOTICE OF INTENTION TO TERMINATE INSTALLMENT CONTRACT**

We represent **Countrywide Home Loans**, the holder of an Installment Contract on the above-referenced premises, who hereby advises that it will accelerate your Installment Contract (demand payment in full) and pursue the eviction remedies permitted by the Installment Contract unless your loan delinquencies are cured as provided below.

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

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 from receipt of this letter, this firm will obtain and provide you with written verification therof; 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.

The total delinquency, including late and other charges is **\$8,107.20**, for the months of **10/1/01** through **7/1/02**. Your failure to pay the delinquent amount, plus any additional monthly payment and late and other charges (including any accrued interest) that may come due within the next thirty three (33) days, will result in the acceleration of all sums due under your Installment Contract. After acceleration occurs, an eviction action or any other remedy permitted by your Installment Contract may be instituted.

To avoid the acceleration of your Installment Contract and subsequent eviction action, the delinquency mentioned above any accrual thereof must be paid by **CERTIFIED CHECK OR MONEY ORDER** and received in our office at **FEDERMAN AND PHELAN, L.L.P., One Penn Center Plaza at Suburban Station, Suite 1400, Philadelphia, PA 19103**, in or before thirty three (33) days from the date of this letter. Please call (215) 563-7000 for the exact amount required.

You have the right to reinstate your Installment Contract after acceleration by fulfilling the conditions stated in your Installment Contract pertaining to such reinstatement. You may call our office to discuss these conditions.

Any future negotiations attempting to reinstate your Installment Contract or acceptance of any payment less than the full amount due shall not constitute a waiver by the Installment Contract holder of the acceleration unless agreed to in writing by said holder.

You have the right to assert in the acceleration proceedings the non-existence of a default or any other defense to acceleration and eviction.

Very truly yours,

FEDERMAN AND PHELAN, LLP

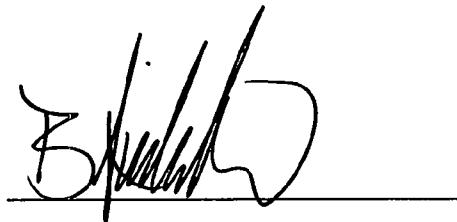
By:   
Frank Federman

FF:11

Cc: Countrywide Home Loans  
Attn:Samantha Burks

VERIFICATION

BRANDON SCIUMBATO hereby states that he is FIRST 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 Ejectment 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: 10/10/02

FEDERMAN AND PHELAN, LLP  
by: Jenine R. Davey, Esquire  
Atty. I.D. No. 87077  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

Bankers Trust Company of California, N.A., as Trustee for Vendee Mortgage Trust 2001-3, without recourse, except as provided in a Pooling and Servicing Agreement dated October 1, 2001  
7105 Corporate Drive  
Plano, TX 75024

Plaintiff : Court of Common Pleas  
Plaintiff : Civil Division  
Plaintiff : Clearfield County  
Plaintiff : No. 02-1546-CD

vs.

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

Defendant

FILED

FEB 06 2003

William A. Shaw  
Prothonotary

**PRAECLPICE FOR JUDGMENT IN EJECTMENT**

**TO THE PROTHONOTARY:**

Kindly enter Judgment in Ejectment in favor of the Plaintiff, Bankers Trust Company of California, N.A., as Trustee for Vendee Mortgage Trust 2001-3, without recourse, except as provided in a Pooling and Servicing Agreement dated October 1, 2001 and against the Defendant, Ramona Sue Robinette And/Or Occupants for possession of premises 255 White Pine Road, Du Bois, PA 15801 for failure to file an Answer within twenty (20) days of service.

I hereby certify that according to Rule 237.1, written 10-day notice of Plaintiff's intention to file a praecipe for Entry of default Judgment was mailed to Defendant, true and correct copies of which are attached hereto.

Jenine R. Davey

Jenine R. Davey, Esquire  
Attorney for Plaintiff

Default Judgment entered as indicated above

DATE 2/16/03

FEDERMAN AND PHELAN, LLP  
by: Jenine R. Davey, Esquire  
Atty. I.D. No. 87077  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

Bankers Trust Company of California, N.A., as Trustee for Vendee Mortgage Trust 2001-3, without recourse, except as provided in a Pooling and Servicing Agreement dated October 1, 2001  
7105 Corporate Drive  
Plano, TX 75024

Plaintiff : Court of Common Pleas

vs.

Clearfield County

Plaintiff : Civil Division

No. 02-1546-CD

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

Defendant

**VERIFICATION OF NON-MILITARY SERVICE**

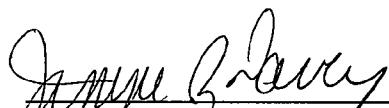
Jenine R. Davey, Esquire, hereby verifies that she is Attorney for Plaintiff in the above captioned matter, and that on information and belief, she has knowledge of the following facts, to wit:

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

(b) that defendant Ramona Sue Robinette and/or Occupants is over 18 years of age, and resides at 1573 Country Ridge Road, Bedford, PA 15522.

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

Date: 2/7/03

  
\_\_\_\_\_  
Jenine R. Davey, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP  
BY: Janine R. Davey, Esquire  
Identification No. 87077  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

Bankers Trust Company of California N.A., as  
Trustee for Vendee Mortgage Trust 2001-3,  
without recourse, except as provided in a  
Pooling and Servicing Agreement dated  
October 1, 2001

: Court of Common Pleas  
: Civil Division  
: Clearfield County

Plaintiff

vs.

Ramona Sue Robinette  
And/Or Occupants

: No. 02-1546-CD

Defendant

To: **Ramona Sue Robinette  
1573 Country Ridge Road  
Bedford, PA 15522-6762**

**Date of Notice: January 27, 2003**

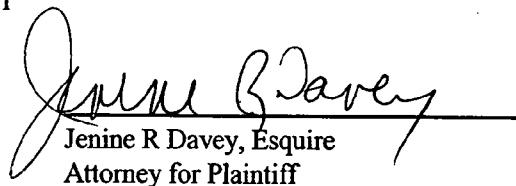
THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT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

Date: 1/27/03

  
Jenine R. Davey, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP  
BY: Janine R. Davey, Esquire  
Identification No. 87077  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

Bankers Trust Company of California N.A., as  
Trustee for Vendee Mortgage Trust 2001-3,  
without recourse, except as provided in a  
Pooling and Servicing Agreement dated  
October 1, 2001

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 02-1546-CD

Plaintiff

vs.

Ramona Sue Robinette  
And/Or Occupants

Defendant

To: **Ramona Sue Robinette**  
**Susie's Resale**  
**332 West Main Street**  
**Everett, PA 15537**

**Date of Notice: January 27, 2003**

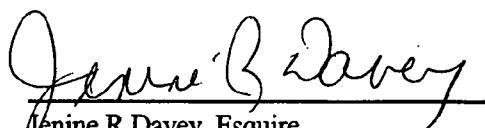
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CLEARFIELD, PA 16830  
(814) 765-2641

Date: 1/27/03

  
Janine R. Davey, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP  
BY: Janine R. Davey, Esquire  
Identification No. 87077  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

Bankers Trust Company of California N.A., as  
Trustee for Vendee Mortgage Trust 2001-3,  
without recourse, except as provided in a  
Pooling and Servicing Agreement dated  
October 1, 2001

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 02-1546-CD

Plaintiff

vs.

Ramona Sue Robinette  
And Or Occupants

Defendant

To: **Ramona Sue Robinette**  
**And/Or Occupants**  
**255 White Pine Road**  
**Du Bois, PA 15801**

**Date of Notice: January 27, 2003**

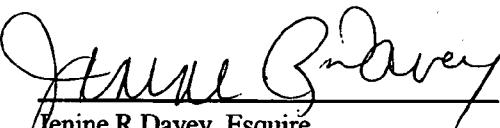
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DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

Date: 1/27/03

  
Janine R. Davey, Esquire  
Attorney for Plaintiff

FILED

Atty ~~Robert~~  
pd. 20.00

3/10/13  
FEB 06 2013

3 CC & Notices to Def, three addresses:

William A. Shaw  
Proprietary

clo Susie's Resale  
332 W. Main St.

Everett, PA 15537

255 White Pine Road  
DuBois, PA 15801

1573 Country Ridge Rd.  
Bedford, PA 15522

No Statement  
possession

*John*

# OFFICE OF THE PROTHONOTARY

## COURT OF COMMON PLEAS

TO: Ramona Sue Robinette  
Susie's ReSale  
332 West Main Street  
Everett, PA 15537

**COPY**

Bankers Trust Company of California, N.A., : Court of Common Pleas  
as Trustee for Vendee Mortgage Trust 2001-3, :  
without recourse, except as provided in a Pooling : Civil Division  
and Servicing Agreement dated October 1, 2001 :  
7105 Corporate Drive : Clearfield County  
Plano, TX 75024 : No. 02-1546-CD

vs.

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

Attorney ID # 87077

## NOTICE

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

### Prothonotary

XX Judgment by Default

       Money Judgment

       Judgment in Replevin

XX Judgment for Possession

       Judgment on Award of Arbitration

       Judgment on Verdict

       Judgment on Court Findings

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

ATTORNEY: Jenine R. Davey, Esquire  
at this telephone number: (215) 563-7000

PRAECIPE FOR WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA

County of Clearfield

Bankers Trust Company of California, N.A.,  
as Trustee for Vendee Mortgage Trust 2001-3,  
without recourse, except as provided in a Pooling  
and Servicing Agreement dated October 1, 2001  
7105 Corporate Drive  
Plano, Tx 75024

Court of Common Pleas  
Civil Division  
Clearfield County  
No. 02-1546-CD

vs

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

*PRAECIPE FOR WRIT OF POSSESSION*

**TO THE PROTHONOTARY:**

Issue Writ of Possession in the above matter for possession of

255 White Pine Road , Du Bois, PA 15801

**FILED**

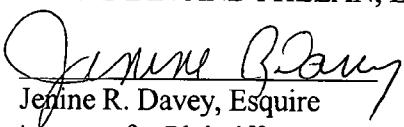
FEB 06 2003

William A. Shaw  
Prothonotary

Being Known as No. 255 White Pine Road

FEDERMAN AND PHELAN, LLP

Date: 2/7/03

  
Jenine R. Davey, Esquire  
Attorney for Plaintiff

# Commonwealth of Pennsylvania

## County of Clearfield

**Bankers Trust Company of California, N.A., as  
Trustee for Vendee Mortgage Trust 2001-3,  
without recourse, except as provided in a  
Pooling and Servicing Agreement dated  
October 1, 2001  
7105 Corporate Drive  
Plano, TX 75024**

**Court of Common Pleas**

**Civil Division**

**NO.02-1546-CD**

vs.

**Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801**

### **Writ of Possession**

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver Possession of the following described property to:

**Bankers Trust Company of California, N.A., as  
Trustee for Vendee Mortgage Trust 2001-3, without  
recourse, except as provided in a Pooling and  
Servicing Agreement dated October 1, 2001**

**7105 Corporate Drive  
Plano, TX 75024**

(2) To satisfy the costs against

**Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801**

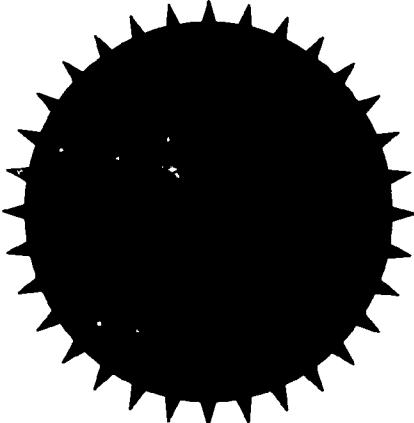
directed to levy upon any property of

you are

**Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801**

and sell

interest therein.



*Prothonotary*

By \_\_\_\_\_

*Clerk*

Date \_\_\_\_\_

# Court of Common Pleas

NO. 02-1546-CD

Bankers Trust Company of California, N.A., as Trustee for Vendee  
Mortgage Trust 2001-3, without recourse, except as provided in a  
Pooling and Servicing Agreement dated October 1, 2001

7105 Corporate Drive  
Plano, TX 75024

vs.

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

---

## WRIT OF POSSESSION

---

Federman & Phelan, LLP  
One Penn Center at Suburban Station  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

  
Jenine R. Davey, Esquire  
Attorney for Plaintiff

ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on White Pine Road, said point being the Northwest corner of the lot herein described; thence South fifty-five (55) degrees twenty-six (26) minutes East, one hundred three and thirty-three one hundredths (103.33) feet to a pin on the Southern right of way line of White Pine Road; thence South thirty-four (34) degrees thirty-four (34) minutes West, along Lot 17, two hundred and no tenths (200.0) feet to a pin; thence North fifty-five (55) degrees twenty-six (26) minutes West one hundred three and thirty-three one-hundredths (103.33) feet to a pin; thence North thirty-four (34) degrees thirty-four (34) minutes East, two hundred and no tenths (200.0) feet along Lot No. 19, to the place of beginning.

Being Lot No. 18 in the Burnt Hemlock Subdivision which has been approved by Sandy Township and recorded.

HAVING erected thereon a dwelling known as 255 White Pine Road, DuBois, PA 15801.

**FILED**

Ady ~~et~~ David  
M 112 Pd.  
FEB 06 2003  
Pd. 20,000

Wants to Shift w/ prop. descr.

William A. Shaw  
Prothonotary

1/10

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13651

BANKERS TRUST COMPANY OF CALIFORNIA, N.A. ET AL

02-1546-CD

VS.

ROBINETTE, RAMONA SUE

WRIT OF EXECUTION POSSESSION

**SHERIFF RETURNS**

---

NOW, FEBRUARY 13, 2003 @ 1:35 P.M. DEPUTIES UNABLE TO SERVE WRIT OF POSSESSION ON DEFENDANT, RAMONA SUE ROBINETTE AND/OR OCCUPANTS RESIDENCE WAS VACATED.

NOW, FEBRUARY 14, 2003 INFORMED ATTORNEY THAT THE PROPERTY WAS VACANT.

NOW, MAY 20, 2003 RETURN WRIT AS UNABLE TO SERVE TIME EXPIRED.

SHERIFF HAWKINS \$36.68  
SURCHARGE \$10.00  
PAID BY ATTORNEY

---

**FILED**  
01/9/03 BY NO CC  
MAY 20 2003 SCS

William A. Shaw  
Prothonotary

Sworn to Before Me This

20<sup>th</sup> Day Of May 2003  
William A. Shaw  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins  
By Cynthia Bitter- Aughaleaf  
Chester A. Hawkins  
Sheriff

# Commonwealth of Pennsylvania

## County of Clearfield

Bankers Trust Company of California, N.A., as  
Trustee for Vendee Mortgage Trust 2001-3,  
without recourse, except as provided in a  
Pooling and Servicing Agreement dated  
October 1, 2001  
7105 Corporate Drive  
Plano, TX 75024

**Court of Common Pleas**  
**Civil Division**  
**NO.02-1546-CD**

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

### Writ of Possession

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver Possession of the following described property to:

Bankers Trust Company of California, N.A., as  
Trustee for Vendee Mortgage Trust 2001-3, without  
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7105 Corporate Drive  
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Ramona Sue Robinette  
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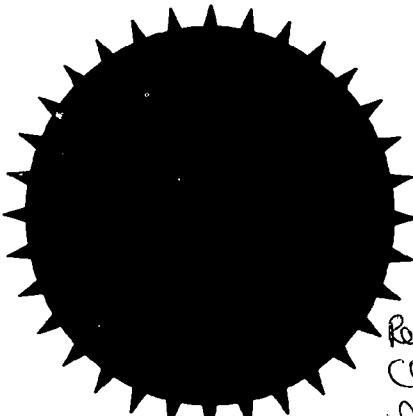
directed to levy upon any property of

you are

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

and sell

interest therein.



*Prothonotary*

By \_\_\_\_\_

*Clerk*

Date 2/16/03

Received 2-6-03 at 2:30 P.M.  
Chester C. Hawkins  
by Cynthia Butler-Auditor/Clerk

# Court of Common Pleas

NO. 02-1546-CD

Bankers Trust Company of California, N.A., as Trustee for Vendee  
Mortgage Trust 2001-3, without recourse, except as provided in a  
Pooling and Servicing Agreement dated October 1, 2001

7105 Corporate Drive  
Plano, TX 75024

vs.

Ramona Sue Robinette  
And/Or Occupants  
255 White Pine Road  
Du Bois, PA 15801

---

## WRIT OF POSSESSION

---

Federman & Phelan, LLP  
One Penn Center at Suburban Station  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

  
\_\_\_\_\_  
Jerome R. Davey, Esquire  
Attorney for Plaintiff

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