

03-60-CD  
WACHOVIA BANK, NATIONAL ASSOC. vs. DEBORAH A. SLOVIKO  
SLOVIKOSKY

WACHOVIA BANK, NATIONAL ASSOCIATION  
F/K/A FIRST UNION NATIONAL BANK, AS  
TRUSTEE FOR PENNSYLVANIA HOUSING  
FINANCE AGENCY

Plaintiff

vs.

DEBORAH A SLOVIKOSKY

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-60-CQ

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

AVISO

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

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU  
PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y  
REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA  
DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

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

FILED

JAN 14 2003

William A. Shaw  
Prothonotary

WACHOVIA BANK, NATIONAL  
ASSOCIATION F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE  
AGENCY,

Plaintiff

vs.

DEBORAH A SLOVIKOSKY,

Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
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: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE  
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THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

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

WACHOVIA BANK, NATIONAL  
ASSOCIATION F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE  
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: IN THE COURT OF COMMON PLEAS  
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**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101.
2. Defendant, DEBORAH A SLOVIKOSKY, is an adult individual, whose last known address is 319 HOPKINS STREET, IRVONA, PENNSYLVANIA 16656.
3. On or about, March 16, 2001, the said Defendant, executed and delivered a Mortgage Note in the sum of \$39,900.00 payable to RELIANCE SAVINGS BANK, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200103786 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and recorded in the aforesaid County in Mortgage Book 200103787. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: located on HOPKINS STREET, IRVONA, PENNSYLVANIA 16656 (Now known as 319 Hopkins Street, Irvona, Pennsylvania 16656) and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendant is the real owner of the property.

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on September 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$39,269.89
Interest at \$6.82 per day From 08/01/2002 To 02/01/2003 ( based on contract rate of 6.250%)	\$1,254.88
Accumulated Late Charges	\$39.32
Late Charges \$9.83 From 09/01/2002 to 02/31/2003	\$58.98
Escrow Balance	\$118.88
Attorney's Fee at 5% of Principal Balance	\$1,963.49
<b>TOTAL</b>	<b>\$42,705.44</b>

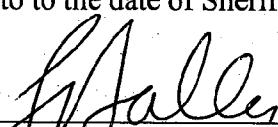
\*\*Together with interest at the per diem rate noted above after February 1, 2003 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring her within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 6.250% (\$6.82 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

## NOTE

March 16

2001

Tyrone

[City]

PA

[State]

HOPKINS STREET IRVONA, PA 16656

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 39,900.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

#### RELIANCE SAVINGS BANK

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.2500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the **first** day of each month beginning on **May 1 2001**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each Monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on **April 1 2031** I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at **1119 TWELFTH STREET, PO BOX 1968 ALTOONA, PA 16603-1968** or a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **245.68**

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date is due, I will pay a late charge to the Note Holder. The Amount of the charge will be **4 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

#### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

#### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

Exhibit "A"

#### **8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## **10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I made in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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.

**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED**

[Sign Original Only]

Pay without recourse, to the Pennsylvania Housing Finance Agency.

## RELIANCE SAVINGS BANK

BY: Susan M. Meier  
Name: Susan M. Meier  
Title: Senior Vice President

ALL that certain lot or piece of ground situated in the Borough of Irvona, Clearfield County, Pennsylvania, marked and numbered in the Plan of said Borough as Lot No. Two Hundred seventy-five (275), and bounded and described as follows:

BEGINNING at a post on Hopkins Street and corner of Lot #274; thence Northwestward by said Lot one hundred fifty (150) feet to a post on alley; thence along said alley Eastward fifty (50) feet to a post, corner of Lot #276; thence by said lot, Southward one hundred fifty (150) feet to a post on Hopkins Street; and thence by said Street Westward fifty (50) feet to post and place of BEGINNING

This parcel of land is further identified on the Clearfield County Tax Assessment records as Tax Map No. 11-H14-353-00083.

BEING THE SAME PREMISES title to which became vested in Mortgagor herein by deed of Helen M. McNully, widow, dated March 2, 2001 and intended to be recorded at and prior to the recording of this Mortgage.

D.S.

Addendum

Exhibit "B"

Date: November 8, 2002

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

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

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

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

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

Exhibit 'C'

HOMEOWNER'S NAME(S):

DEBORAH A SLOVIKOSKY

PROPERTY ADDRESS:

HOPKINS STREET  
IRVONA, PA 16656

LOAN ACCT. NO.:

0000937284

CURRENT LENDER/SERVICER: Pennsylvania Housing Finance Agency  
2101 North Front Street  
P.O. Box 8028  
Harrisburg, PA 17105

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

TEMPORARY STAY OF FORECLOSURE -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR 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 agency 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.)**

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

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at: HOPKINS STREET, IRVONA, PA 16656

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the months September, 2002 thru the first of November, 2002 in the amount of \$1,049.00 plus late charges and other charges that have accrued in the amount of \$131.62. **THE TOTAL AMOUNT DUE IS \$1,210.62.**

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,210.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 N FRONT STREET  
P.O. BOX 8028  
HARRISBURG, PA 17105**

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 NORTH FRONT STREET  
P.O. BOX 8028  
HARRISBURG, PA 17105-8028  
1-800-822-7375  
717-780-3804 (fax)  
Contact Person: TOM GOUKER

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

**ASSUMPTION OF MORTGAGE** -- You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied. (This does not apply if your mortgage was originated under the HomeStart Program.)

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

CCCS of Western PA  
219-A College Park Plaza

Johnstown, PA 15904  
888-599-2227 ext 108

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

CCCS of Western PA, Inc.  
217 E. Plank Road

Altoona, PA 16602  
888-599-2227 ext 108

CCCS of Northeastern PA  
208 W. Hamilton Ave,  
Suite 1, Hamilton Square  
State College, PA 16801  
(814) 238-3668

Keystone Economic Development  
Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556

**PENNSYLVANIA HOUSING FINANCE AGENCY**

**Single Family Programs Division**

2101 North Front Street P.O. Box 8028

Harrisburg, PA 17105-8028

(717) 780-3870 / (717) 780-1869 TDD # For The Hearing Impaired

**NOTICE**

**November 8, 2002**

DEBORAH A SLOVIKOSKY  
HOPKINS STREET  
IRVONA, PA 16656

RE: Account #: 0000937284

TO: DEBORAH A SLOVIKOSKY  
HOPKINS STREET  
IRVONA, PA 16656

FROM: PENNSYLVANIA HOUSING FINANCE AGENCY

The Federal Housing and Development Act of 1987 (as amended) directs creditors to notify homeowners who are delinquent in their mortgage obligation of the availability of homeownership counseling provided by nonprofit organizations approved by the Secretary of the Department of Housing and Urban Development ("HUD") and experienced in the provision of homeownership counseling.

Attached is a current list of HUD-approved counseling agencies for Pennsylvania.

Enclosure: Housing Counseling List

CONSUMER CREDIT COUNSELING SERVICE OF NE PA  
1400 Abington Executive Park Suite #1  
Clarks Summit, PA 18411  
Phone: 570-587-9163

INDIANA COUNTY COMMUNITY ACTION PROGRAM,  
INC.  
827 Water St  
Indiana, PA 15701-1755  
Phone: 724-465-2657

KEYSTONE LEGAL SERVICES, INCORPORATED  
2054 E College Ave  
State College, PA 16801-7201  
Phone: 814-238-4958

SAINT MARTIN CENTER  
1701 Parade Street  
Erie, PA 16503-1994  
Phone: 814-452-6113

WARREN FOREST COUNTY ECONOMIC OPPORTUNITY  
COUNCIL  
1209 Pennsylvania Ave West  
Warren, PA 16365-1841  
Phone: 814-726-2400

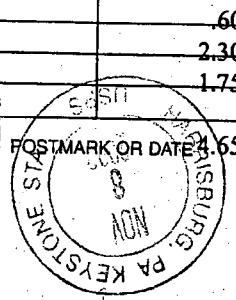
A. Received by (Please Print Clearly)	B. Date of Delivery
DEBORAH SLOVIKOSKY	11-13-02
C. Signature	
D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>3 7 2 8 4</p> <p>DEBORAH A SLOVIKOSKY HOPKINS STREET IRVONA, PA 16656</p>	



3. Service Type **CERTIFIED MAIL**  
 4. Restricted Delivery? (Extra Fee)  Yes  
 1. Article Addressed to:

DEBORAH A SLOVIKOSKY  
HOPKINS STREET  
IRVONA, PA 16656

PS Form 3841, July 2001																	
Domestic Return Receipt																	
<p><b>TO:</b>  <b>DEBORAH A SLOVIKOSKY</b>  <b>HOPKINS STREET</b>  <b>IRVONA, PA 16656</b></p>																	
<p><b>SENDER:</b>  <b>ST</b>  <b>937284</b></p>																	
<p><b>REFERENCE:</b></p>																	
<p>PS Form 3800, June 2000</p> <table border="1"> <tr> <td>RETURN</td> <td>Postage</td> </tr> <tr> <td>RECEIPT</td> <td>Certified Fee</td> </tr> <tr> <td>SERVICE</td> <td>60</td> </tr> <tr> <td></td> <td>Return Receipt Fee</td> </tr> <tr> <td></td> <td>2.30</td> </tr> <tr> <td></td> <td>Restricted Delivery</td> </tr> <tr> <td></td> <td>1.75</td> </tr> <tr> <td></td> <td>Total Postage &amp; Fees</td> </tr> </table>		RETURN	Postage	RECEIPT	Certified Fee	SERVICE	60		Return Receipt Fee		2.30		Restricted Delivery		1.75		Total Postage & Fees
RETURN	Postage																
RECEIPT	Certified Fee																
SERVICE	60																
	Return Receipt Fee																
	2.30																
	Restricted Delivery																
	1.75																
	Total Postage & Fees																
<p>US Postal Service  <b>Receipt for</b>  <b>Certified Mail</b></p>																	
<p>No Insurance Coverage Provided    Do Not Use for International Mail</p>																	
<p>PS Form 3841, July 2001</p>																	



**ALSD**

PS Form 3841, July 2001

GPO : 1993 O - 151-05

937284, ST

## VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing Program of the Pennsylvania Housing Finance Agency, 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.



\_\_\_\_\_  
Anthony J. Julian  
Director of Accounting & Loan Servicing  
PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING  
AGENT FOR WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A  
FIRST UNION NATIONAL BANK AS SUCCESSOR TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: JANUARY 13, 2003

**FILED**

Any pd.

85.00

3 1 14 2003  
JAN 14 2003  
2 CC Shaff

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13546

WACHOVIA BANK

03-60-CD

VS.

SLOVIKOSKY, DEBORAH A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 27, 2003 AT 3:15 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBORAH A. SLOVIKOSKY, DEFENDANT AT SHERIFF'S OFFICE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBORAH A. SLOVIKOSKY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MORGILLO

NOW FEBRUARY 10, 2003 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED" AS TO OCCUPANT/TENANT. DEFENDANT IS ONLY RESIDENT OF ADDRESS.

---

Return Costs

Cost	Description
41.55	SHFF. HAWKINS PAID BY; ATTY.
20.00	SURCHARGE PAID BY; ATTY.

Sworn to Before Me This

11d Day Of Feb 2003  
Will A. Shaw

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

So Answers,

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

**FILED**

FEB 11 2003  
01/11/03 a.m.  
William A. Shaw  
Prothonotary  
Page 001  
no cc  
RJD

WACHOVIA BANK, NATIONAL ASSOCIATION  
F/K/A FIRST UNION NATIONAL BANK, AS  
TRUSTEE FOR PENNSYLVANIA HOUSING  
FINANCE AGENCY

Plaintiff

vs.

DEBORAH A SLOVIKOSKY

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-60-CJ

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

**A V I S O**

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

RECUERDE: SI USTED NO REPONE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARLO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

**CLEARFIELD COUNTY LAWYER REFERRAL SERVICE**

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

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

JAN 14 2003

Attest.

*William B. Ober*  
Prothonotary/  
Clerk of Courts

WACHOVIA BANK, NATIONAL  
ASSOCIATION F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE  
AGENCY,

Plaintiff

vs.

DEBORAH A SLOVIKOSKY,

Defendant

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

:  
: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE

**THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15 U.S.C. 1601**

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

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

WACHOVIA BANK, NATIONAL  
ASSOCIATION F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE  
AGENCY,

Plaintiff

vs.

DEBORAH A SLOVIKOSKY,

Defendant

: IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, pursuant to a Trust indenture dated as of April 1, 1982 ("Trust"), is a National Association with a servicing agent of Pennsylvania Housing Finance Agency, with an address of 2101.
2. Defendant, DEBORAH A SLOVIKOSKY, is an adult individual, whose last known address is 319 HOPKINS STREET, IRVONA, PENNSYLVANIA 16656.
3. On or about, March 16, 2001, the said Defendant, executed and delivered a Mortgage Note in the sum of \$39,900.00 payable to RELIANCE SAVINGS BANK, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendant, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200103786 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to PENNSYLVANIA HOUSING FINANCE AGENCY and recorded in the aforesaid County in Mortgage Book 200103787. The Mortgage was subsequently assigned to WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY and will be sent for recording. The Said Mortgage and Assignments are incorporated herein by reference.

5. The land subject to the Mortgage is: located on HOPKINS STREET, IRVONA, PENNSYLVANIA 16656 (Now known as 319 Hopkins Street, Irvona, Pennsylvania 16656) and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendant is the real owner of the property.

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on September 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$39,269.89
Interest at \$6.82 per day From 08/01/2002 To 02/01/2003 ( based on contract rate of 6.250%)	\$1,254.88
Accumulated Late Charges	\$39.32
Late Charges \$9.83 From 09/01/2002 to 02/31/2003	\$58.98
Escrow Balance	\$118.88
Attorney's Fee at 5% of Principal Balance	\$1,963.49
<b>TOTAL</b>	<b>\$42,705.44</b>

\*\*Together with interest at the per diem rate noted above after February 1, 2003 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.

9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
10. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring her within the Soldiers and Sailors Relief Act of 1940, as amended.
11. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or has been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "IN REM" for the aforementioned total amount due together with interest at the rate of 6.250% (\$6.82 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**  
Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)

## NOTE

March 16

2001

Tyrone

, PA

[City]

[State]

HOPKINS STREET IRVONA, PA 16656

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 39,900.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

**RELIANCE SAVINGS BANK**

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.2500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the **first** day of each month beginning on **May 1 2001**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each Monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on **April 1 2031**

I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at **1119 TWELFTH STREET, PO BOX 1968 ALTOONA, PA 16603-1968** or a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **245.68**

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date is due, I will pay a late charge to the Note Holder. The Amount of the charge will be **4 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

#### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

#### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**Exhibit "A"**

### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I made in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

*Debrah A. Slovikosky*  
DEBORAH A SLOVIKOSKY (Seal)  
Borrower  
\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
(Seal)  
Borrower

[Sign Original Only]

Pay without recourse, to the Pennsylvania Housing Finance Agency.

RELIANCE SAVINGS BANK

BY: *Susan Meier*  
Name: Susan M. Meier  
Title: Senior Vice President

ALL that certain lot or piece of ground situated in the Borough of Irvona, Clearfield County, Pennsylvania, marked and numbered in the Plan of said Borough as Lot No. Two Hundred seventy-five (275), and bounded and described as follows:

BEGINNING at a post on Hopkins Street and corner of Lot #274; thence Northwestward by said Lot one hundred fifty (150) feet to a post on alley; thence along said alley Eastward fifty (50) feet to a post, corner of Lot #276; thence by said lot, Southward one hundred fifty (150) feet to a post on Hopkins Street; and thence by said Street Westward fifty (50) feet to post and place of BEGINNING

This parcel of land is further identified on the Clearfield County Tax Assessment records as Tax Map No. 11-H14-353-00083.

BEING THE SAME PREMISES title to which became vested in Mortgagor herein by deed of Helen M. McNully, widow, dated March 2, 2001 and intended to be recorded at and prior to the recording of this Mortgage.

D.S.

Addendum

Exhibit "B"

Date: November 8, 2002

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

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

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

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

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

Exhibit "C"

HOMEOWNER'S NAME(S): DEBORAH A SLOVIKOSKY

PROPERTY ADDRESS: HOPKINS STREET  
IRVONA, PA 16656

LOAN ACCT. NO.: 0000937284

CURRENT LENDER/SERVICER: Pennsylvania Housing Finance Agency  
2101 North Front Street  
P.O. Box 8028  
Harrisburg, PA 17105

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR 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 agency 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.)

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

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at: HOPKINS STREET, IRVONA, PA 16656

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the months September, 2002 thru the first of November, 2002 in the amount of \$1,049.00 plus late charges and other charges that have accrued in the amount of \$131.62. **THE TOTAL AMOUNT DUE IS \$1,210.62.**

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,210.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 N FRONT STREET  
P.O. BOX 8028  
HARRISBURG, PA 17105

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 NORTH FRONT STREET  
P.O. BOX 8028  
HARRISBURG, PA 17105-8028  
1-800-822-7375  
717-780-3804 (fax)  
Contact Person: TOM GOUKER

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

**ASSUMPTION OF MORTGAGE** -- You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied. (This does not apply if your mortgage was originated under the HomeStart Program.)

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

CCCS of Western PA  
219-A College Park Plaza

Johnstown, PA 15904  
888-599-2227 ext 108

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

CCCS of Western PA, Inc.  
217 E. Plank Road

Altoona, PA 16602  
888-599-2227 ext 108

CCCS of Northeastern PA  
208 W. Hamilton Ave,  
Suite 1, Hamilton Square  
State College, PA 16801  
(814) 238-3668

Keystone Economic Development  
Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**Single Family Programs Division**  
2101 North Front Street P.O. Box 8028  
Harrisburg, PA 17105-8028  
(717) 780-3870 / (717) 780-1869 TDD # For The Hearing Impaired

**NOTICE**

**November 8, 2002**

DEBORAH A SLOVIKOSKY  
HOPKINS STREET  
IRVONA, PA 16656

RE: Account #: 0000937284

TO: DEBORAH A SLOVIKOSKY  
HOPKINS STREET  
IRVONA, PA 16656

FROM: PENNSYLVANIA HOUSING FINANCE AGENCY

The Federal Housing and Development Act of 1987 (as amended) directs creditors to notify homeowners who are delinquent in their mortgage obligation of the availability of homeownership counseling provided by nonprofit organizations approved by the Secretary of the Department of Housing and Urban Development ("HUD") and experienced in the provision of homeownership counseling.

Attached is a current list of HUD-approved counseling agencies for Pennsylvania.

Enclosure: Housing Counseling List

CONSUMER CREDIT COUNSELING SERVICE OF NE PA  
1400 Abington Executive Park Suite #1  
Clarks Summit, PA 18411  
Phone: 570-587-9163

KEYSTONE LEGAL SERVICES, INCORPORATED  
2054 E College Ave  
State College, PA 16801-7201  
Phone: 814-238-4958

WARREN FOREST COUNTY ECONOMIC OPPORTUNITY  
COUNCIL  
1209 Pennsylvania Ave West  
Warren, PA 16365-1841  
Phone: 814-726-2400

INDIANA COUNTY COMMUNITY ACTION PROGRAM,  
INC.  
827 Water St  
Indiana, PA 15701-1755  
Phone: 724-465-2657

SAINT MARTIN CENTER  
1701 Parade Street  
Erie, PA 16503-1994  
Phone: 814-452-6113



A. Received by (Please Print Clearly) **DEBORAH SLOVIKOSKY** 11-13-02  
 B. Date of Delivery  
 C. Signature 

D. Is delivery address different from item 1?  
 If YES, enter delivery address below:

Agent  
 Addressee  
 Yes  
 No

011 6520 9844 0529 7160

1. Article Addressed to:

2. Service Type **CERTIFIED MAIL**

3. Restricted Delivery? (Extra Fee)  Yes

4. Restricted Delivery? (Extra Fee)

DEBORAH A SLOVIKOSKY  
 105KINS STREET  
 RVONA, PA 16656

PS Form 3817, July 2001

Domestic Return Receipt

Do Not Use for International Mail

Certified Mail

US Postal Service

POSTMARK OR DATE	6/15/01	ISSUED
POSTAGE	55	55
RECEIPT SERVICE		
POSTAGE	60	60
RETURN RECEIPT FEE	.60	.60
CERTIFIED FEE		
RESTRICTED DELIVERY	2.30	2.30
TOTAL POSTAGE & FEES	1.75	1.75

PS Form 3800, June 2000

REFERENCE: 937284

SENDER:

TO:

7160 3901 9844 0529 7160

DEBORAH A SLOVIKOSKY  
 105KINS STREET  
 RVONA, PA 16656

ST

DEBORAH A SLOVIKOSKY  
 105KINS STREET  
 RVONA, PA 16656

ALSD

937284 ST

GPO : 1993 O - 151-05

PS Form 3817, Mar. 1989

## VERIFICATION

Anthony J. Julian hereby states that he is the Director of Accounting and Loan Servicing Program of the Pennsylvania Housing Finance Agency, 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.



\_\_\_\_\_  
Anthony J. Julian  
Director of Accounting & Loan Servicing  
PENNSYLVANIA HOUSING FINANCE AGENCY, SERVICING  
AGENT FOR WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A  
FIRST UNION NATIONAL BANK AS SUCCESSOR TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE AGENCY

Date: JANUARY 13, 2003

JOHN ROBERT KALENISH, ESQUIRE  
938 MT. AIRY DRIVE  
SUITE 204  
JOHNSTOWN, PA 15904  
(814)262-9315

ATTORNEY FOR DEFENDANT

WACHOVIA BANK, NATIONAL  
ASSOCIATION F/K/A FIRST UNION  
NATIONAL BANK, AS TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE  
AGENCY,  
Plaintiff : IN THE COURT OF COMMON PLEAS  
vs. : CLEARFIELD COUNTY, PENNSYLVANIA  
DEBORAH A. SLOVIKOSKY,  
Defendant : CIVIL ACTION - LAW  
: ACTION OF MORTGAGE FORECLOSURE  
: NO. 03-60-CD  
:

ANSWER

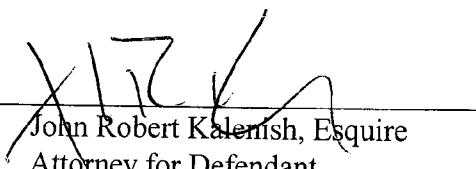
1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Defendant denies owing the amounts in question and asks for verification of the amounts alleged to be overdue.
8. Admitted.
9. Admitted.
10. Admitted.
11. Admitted.

WHEREFORE, Defendant asks that this action be dismissed.

FILED

FEB 14 2003

William A. Shaw  
Prothonotary

By: 

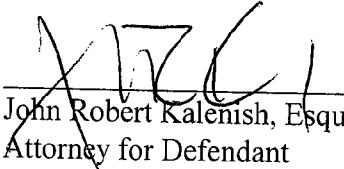
John Robert Kalenish, Esquire  
Attorney for Defendant

VERIFICATION

JOHN ROBERT KALENISH, ESQUIRE hereby states that he is the attorney for Defendant in this matter, that Defendant is outside the jurisdiction of the court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R.C.P. 1024 (c). Furthermore, it is counsel's intention to substitute a verification from Defendant as soon as it is received by counsel.

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: 2-6-03

  
John Robert Kalenish, Esquire  
Attorney for Defendant

FILED

NO  
CC

12:46 PM  
FEB 14 2003

EX-121  
RER

William A. Shaw  
Prothonotary

WACHOVIA BANK, NATIONAL ASSOCIATION f/k/a  
FIRST UNION NATIONAL BANK AS TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE AGENCY,

Plaintiff

vs.

DEBORAH A. SLOVIKOSKY,

Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD CO., PENNSYLVANIA

: NO. 03-60-CD

MAY 09 2003

: CIVIL ACTION - LAW

William A. Shaw  
Prothonotary

: IN MORTGAGE FORECLOSURE

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

AND NOW, comes the Plaintiff, Wachovia Bank, National Association f/k/a First Union National Bank as Trustee for Pennsylvania Housing Finance Agency, through its Servicing Agent, the Pennsylvania Housing Finance Agency and by its attorneys, Purcell, Krug & Haller, and files this Motion for Summary Judgment, and avers in support thereof the following:

1. This action in mortgage foreclosure was originally instituted in the Court of Common Pleas of Clearfield County by Complaint filed to No. 03-60-CD on January 14, 2003.
2. The Defendant, Deborah A. Slovikosky (hereinafter "Defendant"), filed an Answer to Plaintiff's Complaint on February 14, 2003.
3. In her Answer, the Defendant admitted every paragraph of the Plaintiff's Complaint, with the exception of Paragraph 7 which reads as follows:

7. The Mortgage is in default due to the fact that Mortgagor has failed to pay the installment due on September 1, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$39,269.89
Interest at \$6.82 per day From 08/01/2002 To 02/01/2003 (based on contract rate of 6.250%)	1,254.88
Accumulated Late Charges	39.32
Late Charges \$9.83 From 09/01/2002 to 02/31/2003[sic]	58.98
Escrow Balance	118.88
Attorney's Fee at 5% of Principal Balance	<u>1,963.49</u>
<b>TOTAL</b>	<b>\$42,705.44</b>

\*\*Together with interest at the per diem rate noted above after February 1, 2003 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

4. The Defendant's Answer to Paragraph 7 reads as follows:

7. Defendant denies owing the amounts in question and asks for verification of the amounts alleged to be overdue.

5. In response to Paragraph 7, the Defendant denied she was delinquent on her obligation and denied the amount outstanding pled by the Plaintiff, seeking "verification" of the amounts outstanding.

6. In its Affidavit, the Plaintiff verifies that the Defendant is in default, the date of default is September 1, 2002, and includes the amounts necessary to both reinstate and pay off the account.

7. The Plaintiff also attaches a true and correct copy of the Defendant's Payment History from March 23, 2001 through March 17, 2003, confirming the date of default of September 1, 2002, the outstanding principal balance of \$39,269.89 and documenting the Defendant's last payment was credited on August 31, 2002 for the payment due August 1, 2002.

8. Upon Affidavit filed concurrently with this Motion, the status of the mortgage payments made to and received by Plaintiff is verified and reveals that the Defendant is in default under the terms of the Mortgage and that no cure has been effected.

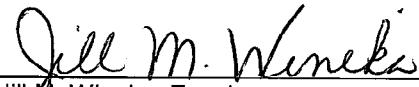
9. The Affidavit further indicates that Plaintiff is the current owner and holder of the Mortgage Note dated March 16, 2001 executed by Defendant, Deborah A. Slovikosky in the amount of \$39,900.00 for real estate situated at Hopkins Street, Irvona, Clearfield County, Pennsylvania, of which the Defendant is the record owner.

10. By reason of the Defendant's foregoing admissions and the documentation of default without an allegation that the default has been cured or documentation thereof, there is no longer a triable issue of fact or law.

11. There being no defense to Plaintiff's Complaint, judgment should be entered in favor of the Plaintiff and against the Defendant, Deborah A. Slovikosky.

**WHEREFORE**, Plaintiff requests this Honorable Court to enter an Order granting Plaintiff's Motion for Summary Judgment against the Defendant, Deborah A. Slovikosky.

Respectfully submitted,



Jill M. Wineka  
Jill M. Wineka, Esquire  
Attorney ID # 58802  
Leon P. Haller, Esquire  
Attorney ID # 15700  
PURCELL, KRUG & HALLER  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

Attorneys for Plaintiff

Dated: 5/7/03

**CERTIFICATE OF SERVICE**

I, Barbara A. Shadel, an employee of the law firm of Purcell, Krug & Haller, do hereby certify that I served a true and correct copy of Plaintiff's Motion for Summary Judgment upon the following by depositing same in the United States Mail, First Class Postage, Postage Prepaid, addressed as follows:

John Robert Kalenish, Esquire  
938 Mt. Airy Drive, Suite 204  
Johnstown, PA 15904

Attorney for Defendant,  
Deborah A. Slovikosky

Barbara A. Shadel  
Barbara A. Shadel

Dated: 5/7/03

(fc1\phfa\slovikosky\sj motion)

FILED  
10:47 AM  
MAY 09 2003  
cc  
Amy

William A. Shaw  
Prothonotary

WACHOVIA BANK, NATIONAL ASSOCIATION f/k/a  
FIRST UNION NATIONAL BANK AS TRUSTEE FOR  
PENNSYLVANIA HOUSING FINANCE AGENCY,

Plaintiff

vs.

DEBORAH A. SLOVIKOSKY,  
Defendant

STATE OF PENNSYLVANIA  
COUNTY OF DAUPHIN

IN THE COURT OF COMMON PLEAS  
CLEARFIELD CO., PENNSYLVANIA

**FILED**

NO. 03-60-CD

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

William A. Shaw  
Prothonotary

) LOAN NO. 937284

) ss:

MAY 09 2003

**AFFIDAVIT**

Thomas L. Gouker, being duly sworn, deposes and says:

1. That I am the Manager of Mortgage Servicing of the Pennsylvania Housing Finance Agency, Servicing Agent for Wachovia Bank, National Association f/k/a First Union National Bank as Trustee for Pennsylvania Housing Finance Agency, with a business address of 2101 North Front Street, Harrisburg, PA 17105, and I have personal knowledge of the facts hereafter set forth.

2. That in my capacity as the Manager of Mortgage Servicing, I have the responsibility to review and am familiar with the files of the Pennsylvania Housing Finance Agency, Servicing Agent for Wachovia Bank, National Association f/k/a First Union National Bank as Trustee for Pennsylvania Housing Finance Agency, with respect to its mortgagors, including Deborah A. Slovikosky.

3. That Wachovia Bank, National Association f/k/a First Union National Bank as Trustee for Pennsylvania Housing Finance Agency is the current owner and holder of a Note dated March 16, 2001, executed by Deborah A. Slovikosky in the original amount of \$39,900.00. A true and correct copy of the Note is attached hereto and marked Exhibit "A".

4. That said Note is secured by a Mortgage, payable to Reliance Savings Bank, executed by Deborah A. Slovikosky which was recorded on March 19, 2001 in Clearfield County as Instrument No. 200103786. The Mortgage was assigned to the Pennsylvania Housing Finance Agency and the Assignment was recorded on March 19, 2001 as Instrument No. 200103787. The Mortgage was further assigned to Wachovia Bank, National Association f/k/a First Union National Bank, Trustee for Pennsylvania Housing Finance Agency, and the Assignment was recorded on January 14, 2003 as Instrument No. 200300566. True and correct copies of the Mortgage and Assignments are attached hereto and marked Exhibit "B".

5. That the property subject to the Mortgage is located at Hopkins Street, Irvona, Clearfield County, Pennsylvania 16656 and that the Defendant presently resides in the property.

6. That said Note is now in default, the due date of the last installment being September 1, 2002.

7. That the outstanding balance, exclusive of attorney's fees and costs, as of April 30, 2003 is as follows:

Present principal balance	\$39,269.89
Interest from 08/01/02 to 04/30/03	1,837.97
Escrow advance	699.26
Late charges	190.60
Property inspection fees	101.00
NSF fees	30.00
Total to pay loan in full	\$42,128.72

8. That attached hereto and marked Exhibit "C" is a true and correct copy of the Payment History for the Defendant's loan from March 23, 2001 through March 17, 2003, confirming a date of default of September 1, 2002, principal balance of \$39,269.89, and that the last payment credited to the account was on August 31 2002 for the payment due August 1, 2002.

9. That interest accrues from the 1st day of May, 2003, at the rate of \$6.72 per diem.

10. That the current monthly payment is \$ 340.00.

11. That legal fees incurred to date are \$2,150.00, but the Plaintiff will only seek to collect the amount of \$1,963.49, per Paragraph 7 of its Complaint.

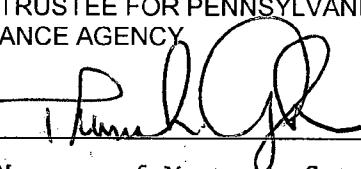
12. That legal costs incurred to date are \$386.55.

13. That the amount necessary to reinstate the mortgage, exclusive of attorney's fees and costs, as of April 30, 2003 is as follows:

4 Payments @ \$333.00	\$1,332.00
4 Payments @ \$340.00	1,360.00
Late charges	190.60
NSF fees	30.00
Property inspection fees	<u>101.00</u>
TOTAL TO REINSTATE	\$3,013.60

14. That by letter dated November 8, 2002, the Plaintiff sent by certified and regular mail, a copy of the Combined Act 6/91 Notice to Deborah A. Slovikosky at her last known address of Hopkins Street, Iriona, Pennsylvania 16656. True and correct copies of the Combined Act 6/91 Notice, postmarked Receipt for Certified Mail, postmarked Certificate of Mailing, and the Domestic Return Receipt card signed by Deborah A. Slovikosky on November 13, 2002 are attached hereto and marked Exhibit "D".

PENNSYLVANIA HOUSING FINANCE AGENCY,  
Servicing Agent for WACHOVIA BANK, NATIONAL  
ASSOCIATION f/k/a FIRST UNION NATIONAL BANK,  
AS TRUSTEE FOR PENNSYLVANIA HOUSING  
FINANCE AGENCY

By: 

Manager of Mortgage Servicing

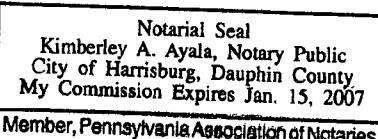
Title

SWORN to and subscribed before me this  
22nd day of April, 2003.

Kimberley A. Ayala  
Notary Public

My Commission Expires:  
(SEAL)

(fc\phfa\slolvosky\sj aff)



Member, Pennsylvania Association of Notaries

# NOTE

March 16 , 2001

Tyrone , PA

[City]

[State]

HOPKINS STREET IRVONA , PA 16656

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 39,900.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

**RELIANCE SAVINGS BANK**

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.2500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the **first** day of each month beginning on **May 1 2001**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each Monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on **April 1 2031** I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at **1119 TWELFTH STREET, PO BOX 1968 ALTOONA, PA 16603-1968** or a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **245.68**

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date is due, I will pay a late charge to the Note Holder. The Amount of the charge will be **4** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

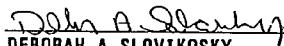
#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I made in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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.

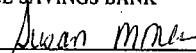
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

  
DEBORAH A SLOVIKOSKY \_\_\_\_\_ (Seal)  
Borrower  
\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
(Seal)  
Borrower

[Sign Original Only]

Pay without recourse, to the Pennsylvania Housing Finance Agency.

RELIANCE SAVINGS BANK

BY:   
Name: Susan M. Meier  
Title: Senior Vice President

After Recording return to:

RELIANCE SAVINGS BANK  
1119 Twelfth Street, P.O. Box 1968  
ALTOONA, PA 16603-1968

KAREN L. STARCK  
SISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200103786  
RECORDED ON  
APR 19, 2001  
10:01:25 AM  
RECORDING FEES - \$21.00  
ORDER AMOUNT \$1,000  
IMPROVEMENT \$1,000  
ORDER FEE \$1.00  
INT FUND \$0.50  
STATE M/T TAX \$0.50  
AL. CUSTOMER \$23.50  
DUSTIN HESLUP STEELE

RECEIVED BY PHFA  
APR 30 2001  
SINGLE FAMILY

[Space Above This Line For Recording Data]

## 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 **March 16, 2001** together with all Riders to this document.

(B) "Borrower" is **DEBORAH A SLOVIKOSKY**

Borrower is the mortgagor under this Security instrument.

(C) "Lender" is **RELIANCE SAVINGS BANK**

Lender is a Corporation

organized and existing under the laws of **COMMONWEALTH OF PENNSYLVANIA**

Lender's address is **1119 TWELFTH STREET, ALTOONA, PA 16601**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **March 16, 2001**  
The Note states that Borrower owes Lender **\$39,900.00**

Dollars (U.S. \$ **\$39,900.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 1, 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 checked="" type="checkbox"/> Other(s) [specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<b>PHFA RIDER TO THE</b>

### MORTGAGE

(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. Section 2601 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.

D.S.  
Borrower's Initials

Co-Borrower's Initials

Pennsylvania- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01 (page 1 of 7 pages)

UNI-FORM (R) / MLM / mortpa / 08-00

EXHIBIT B

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 the 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**

**SEE ATTACHED ADDENDUM**

**HOPKINS ST,** which currently has the address of  
[Street]

**IRVONA**, Pennsylvania **16656** ("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. **UNIFORM COVENANTS** for the security instrument are incorporated 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. 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.

  
Borrower's Initials

Co-Borrower's Initials

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 the 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**

**SEE ATTACHED ADDENDUM**

**HOPKINS ST.**

which currently has the address of  
[Street]

**IRVONA**

[City]

, Pennsylvania **16656**

[Zip Code]

("Property Address"):

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. UNIFORM COVENANTS: Borrower and Lender covenant 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. 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.

  
Borrower's Initials

Co-Borrower's Initials

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 twelve 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 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.

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**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.

  
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**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, 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 secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees 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 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 premiums required to maintain the 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.

*D.S.*  
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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 judgement, 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 of 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 Successors 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 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.

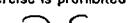
**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable 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 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.

  
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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, instrumental 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).

**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 pr or 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) 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.

D.S.  
Borrower's Initials

Co-Borrower's Initials

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.

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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.

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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 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).

**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.

  
Borrower's Initials

Co-Borrower's Initials

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:

*Terry M. Goldstein*

*Deborah A. Slovikosky*

(Seal)  
-Borrower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Seal)  
-Borrower

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Seal)  
-Borrower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Seal)  
-Borrower

[Space Below This Line For Acknowledgment] \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF BLAIR } SS:

I, TERRY M. GOLDSTEIN, a Notary Public in and for said county and state, do hereby certify that DEBORAH A. SLOVIKOSKY, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be her free and voluntary act and deed and that she executed said instrument for the purposes and uses therein set forth. (his, her, their)  
(he, she, they)

Witness my hand and official seal this 16 day of March, 2001  
My Commission Expires:   
TERRY M. GOLDSTEIN, Notary Public  
Altoona, Blair County, Pennsylvania  
My Commission Expires Feb. 18, 2003



I certify that the precise place of business of the within named Mortgagee is 1119 Twelfth Street, Altoona, Pennsylvania 16601

Goldstein, Heslop, et al  
3 East Tenth Street  
Tyrone, PA 16686

BY:

*Terry M. Goldstein*

Clearfield County

RECORDED in the Office for Recording of Deeds in and for  
in Mortgage Book \_\_\_\_\_ No. \_\_\_\_\_ Page \_\_\_\_\_ &c.  
Date \_\_\_\_\_ Recorder \_\_\_\_\_

## PHFA Form 20

## SELLER'S GUIDE

ASSIGNMENT OF MORTGAGE

For value received, the undersigned, RELIANCE SAVINGS BANK (Participant) does hereby grant, bargain, sell, convey, assign and deliver unto the Pennsylvania Housing Finance Agency (Agency) that certain mortgage executed by DEBORAH A SLOVICKOSKY (Mortgagor) to the undersigned, which mortgage is recorded in the Office of the Recorder of Deeds of CLEARFIELD County, Pennsylvania, in <sup>Instrument # 2001-43736</sup> Book Volume Page together with the debt thereby secured and the note therein described and all right, title and interest of the undersigned in and to the land and property conveyed by said Mortgage.

To have and to hold unto the Agency, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name by its duly authorized officer, on the 16th day of March, 2001.

ATTEST:

By: Debra K. Fogel  
Title: Asst. Secretary

RELIANCE SAVINGS BANK

(Participant)  
By: Susan M. Meier  
Title: SR. Vice President

## COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF BLAIR:

On this, the 16th day of March, 2001, before me, the undersigned officer personally appeared Susan M. Meier, SR. Vice President, of RELIANCE SAVINGS BANK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he, being authorized to do so, executed the same for the purposes therein contained.

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

*Debra K. Fogel*  
Notary Public, PA  
Notarial Seal  
Debra K. Fogel, Notary Public  
Altoona, Blair County  
My Commission Expires May 6, 2003  
Member, Pennsylvania Association of Notaries  
A.D. \_\_\_\_\_ in the Recorders Office of said County,



## COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF \_\_\_\_\_:

RECORDED on this \_\_\_\_\_ day of \_\_\_\_\_  
in Mortgage Book Volume \_\_\_\_\_ Page \_\_\_\_\_.

Given under my hand and the seal of the said office the day and year aforesaid.

Recorder

CERTIFICATE OF RESIDENCE

I hereby certify that the principal place of business and complete post office address of the within named Assignee is Pennsylvania Housing Finance Agency, 2101 North Front Street, Harrisburg, PA 17110.

AFTER RECORDATION, THIS ASSIGNMENT IS TO BE MAILED TO:  
(Participating lender's name and address)

January, 2000

RELIANCE SAVINGS BANK  
1118 Twelfth Street, P.O. Box 1968  
ALTOONA, PA 16603-1968

101455/24674-02

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER

200103787

RECORDED ON

Mar 19, 2001

10:01:26 AM

RECORDING FEES - \$13.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$15.50

CUSTOMER

GOLDSTEIN MESLOP STEELE

## ASSIGNMENT OF MORTGAGE

For value received, PENNSYLVANIA HOUSING FINANCE AGENCY ("PHFA"), hereby grant, sell, convey, assign and deliver unto the WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as FIRST UNION NATIONAL BANK), (Trustee for the Pennsylvania Housing Finance Agency, pursuant to a Trust Indenture dated as of April 1, 1982, as amended and supplemented from time to time) its successors and assigns, the following described Mortgage, together with the Note secured thereby:

Name of Original Mortgagor(s): DEBORAH A. SLOVIKOSKY

Secured by the real property located at: HOPKINS STREET, IRVONA, PA 16656

Tax Parcel Identification Number: Municipality of: IRVONA

Original Principal Amount: \$39,900.00 County Recorded in: CLEARFIELD

Mortgage Recorded: March 19, 2001 Record Book: \_\_\_\_\_ Page: \_\_\_\_\_

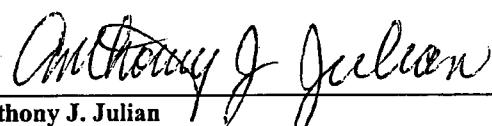
Last Assignment to: PA Housing Finance Agency DocID#: 200103787

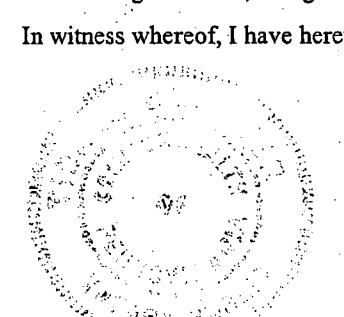
IN WITNESS WHEREOF, the said Pennsylvania Housing Finance Agency, has caused this Assignment of Mortgage to be executed by its duly authorized officer.

DATED: December 13, 2002

By: PENNSYLVANIA HOUSING FINANCE AGENCY

Series: 069  
PHFA (STRAYER)

  
Anthony J. Julian  
Director of Accounting and Loan Servicing

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF DAUPHIN :  


On this, the 16th day of December, 2002, before me, the undersigned officer, personally appeared Anthony J. Julian, Director of Accounting and Loan Servicing, an authorized officer of the Pennsylvania Housing Finance Agency, and acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

  
Tina L. Strayer  
Notary Public

Notarial Seal  
Tina L. Strayer, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Nov. 13, 2006  
Member, Pennsylvania Association Of Notaries

## CERTIFICATE OF RESIDENCE OF ASSIGNEE

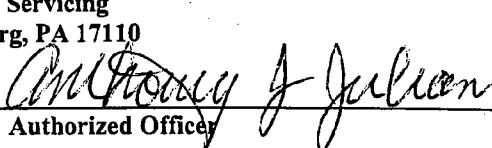
I certify that the principal business and mailing address for this assignment and assignee is:

WACHOVIA BANK, NATIONAL ASSOCIATION  
c/o PHFA - Accounting & Loan Servicing  
2101 North Front Street, Harrisburg, PA 17110

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
2003000566  
RECORDED ON  
Jan 14, 2003  
11:26:18 AM  
Total Pages: 1

RECORDING FEES -	\$13.00
RECORDER	\$2.00
COUNTY IMPROVEMENT FUND	\$3.00
RECORDER IMPROVEMENT FUND	\$10.00
JCS/ACCESS TO JUSTICE	\$0.50
STATE WRIT TAX	\$28.50
TOTAL	
CUSTOMER	
PURCELL KRUG & HALLER	

  
Anthony J. Julian  
Authorized Officer

TRANSACTION				DESCRIPTION				NEXT - AFTER TRANS. BALANCES- DUE PRINCIPAL ESCROW				TOTAL AMOUNT				APPLIED				MISC. PMTS			
NBR	DATE	CODE	REF#																				
10	3/23/01	81	S/F	* * BALANCE FORWARD	*	*		5/01	39900.00	.00		39900.00				39900.00				.00			
11	4/09/01	1530	S/F	REF# ESCROW DEPOSIT				5/01	39900.00	164.01		164.01				.00				164.01			
12	4/27/01	0296	S/F	REF# PAYMENT				6/01	39862.13	251.33		333.00				37.87				87.32			
13	6/12/01	02	S/F	REF# PAYMENT				7/01	39824.07	339.65		334.00				38.06				88.32			
14	6/30/01	10	S/F	LB REF# PMT-INT ON ESCROW				7/01	39824.07	340.51		.86				.00				.86			
15	7/17/01	1499	S/F	CK REF# LATE CHARGES				7/01	39824.07	340.51		9.83				.00				.00			
16	7/20/01	0283	S/F	REF# PAYMENT				8/01	39785.81	428.83		334.00				38.26				88.32			
17	7/20/01	1401	S/F	LB REF# LATE CHARGES				8/01	39785.81	428.83		9.83				.00				.00			
18	8/17/01	1499	S/F	LB REF# LATE CHARGES				8/01	39785.81	428.83		9.83				.00				.00			
19	9/13/01	1935	S/F	SC REF# SCHOOL TAX ADVANCE				8/01	39785.81	511.53		82.70				.00				82.70			
20	9/13/01	6035	S/F	SC REF# SCHOOL TAX DISBURSED				8/01	39785.81	.00		511.53				.00				511.53			
21	9/17/01	0283	S/F	REF# PAYMENT				7/01	39747.35	88.32		334.00				38.46				88.32			
22	9/17/01	1919	S/F	LB REF# RECOVER ADVANCE				9/01	39747.35	5.62		82.70				.00				82.70			
23	9/18/01	1499	S/F	LB REF# LATE CHARGES				9/01	39747.35	5.62		9.83				.00				.00			
24	10/12/01	10	S/F	CK REF# PMT-INT ON ESCROW				9/01	39747.35	6.84		1.22				.00				1.22			
25	10/17/01	1499	S/F	CK REF# LATE CHARGES				9/01	39747.35	6.84		9.83				.00				.00			
26	11/19/01	1499	S/F	CK REF# LATE CHARGES				9/01	39747.35	6.84		9.83				.00				.00			
27	11/20/01	0283	S/F	REF# PAYMENT				10/01	39708.69	95.16		334.00				38.66				88.32			
28	12/17/01	1499	S/F	CK REF# LATE CHARGES				10/01	39708.69	95.16		9.83				.00				.00			

EXHIBIT C

SR497CR-02  
AYALA

PA HOUSING FINANCE AGENCY  
DETAIL TRANSACTION HISTORY

-- TRANSACTION--  
NBR DATE CODE -----DESCRIPTION-----  
LOAN# 937284 CONTINUED

NEXT DUE	-AFTER TRANS.	BALANCES- PRINCIPAL	TOTAL AMOUNT	APPLIED-----		
				PRINCIPAL	INTEREST	ESCROW SUSPENSE/CD
29 12/21/01 0283 PAYMENT	Int pd to: 10/01/01	39669.83	183.48	334.00	38.86	206.82
30 12/21/01 0283 PAYMENT	Int pd to: 11/01/01	39630.76	271.80	334.00	39.07	206.61
31 12/21/01 0283 PAYMENT	Int pd to: 12/01/01	39591.49	360.12	334.00	39.27	206.41
32 12/31/01 10 PMT-INT ON ESCROW	S/F CK REF#	39591.49	360.40	.28	.00	.28
33 1/04/02 9310 REV Other	S/F CK REF#	39591.49	360.12	.28-	.00	.28-
34 1/04/02 1499 NSF CHECK CHARGES	S/F CK REF#	FEE 12/01	39630.76	271.80	15.00	.00
35 1/04/02 9202 REV Insuf Funds	S/F CK REF#	122101 12/01	39630.76	271.80	334.00-	39.27-
36 1/04/02 10 PMT-INT ON ESCROW	S/F CK REF#	12/01	39630.76	272.08	.28	.00
37 1/04/02 0292 PAYMENT	S/F CK REF#	1/02	39591.49	360.40	334.00	39.27
38 1/16/02 1499 NSF CHECK CHARGES	S/F CK REF#	FEE 12/01	39630.76	272.08	15.00	.00
39 1/16/02 9202 REV Insuf Funds	S/F CK REF#	010402 12/01	39630.76	272.08	334.00-	39.27-
40 1/17/02 1499 LATE CHARGES	S/F CK REF#	FEE 12/01	39630.76	272.08	9.83	.00
41 2/08/02 1950 HAZARD INS ADVANCE	S/F SC REF#	0000000011	301.00	28.92	.00	28.92
42 2/08/02 6050 HAZARD INS DISBURSED	S/F SC REF#	12/01	39630.76	.00	301.00-	.00
43 2/13/02 0292 PAYMENT	S/F SC REF#	#407409 DUE 2/08/02	39591.49	88.32	334.00	39.27
44 2/13/02 1919 RECOVER ADVANCE	S/F CK REF#	1/02	39591.49	59.40	28.92-	.00
45 2/19/02 1499 LATE CHARGES	S/F CK REF#	FEE 1/02	39591.49	59.40	9.83	.00
46 2/27/02 0283 PAYMENT	S/F CK REF#	2/02	39552.02	146.72	334.00	39.47
47 3/18/02 1499 LATE CHARGES	S/F CK REF#	FEE 2/02	39552.02	146.72	9.83	.00
48 3/31/02 0283 PAYMENT	S/F CK REF#	3/02	39512.34	234.04	334.00	39.68
49 4/08/02 10 PMT-INT ON ESCROW	S/F CK REF#	3/02	39512.34	.72	.00	.72
50 4/15/02 62226 CORP ADV DISB	S/F CK REF#	3/02	39512.34	10.00-	.00	.00

4/21/03 14:16:30  
JOB DT: 4/21/03  
PAGE: 2  
MISC. PMTS

SR497CR-02  
AYALA

-- TRANSACTION --		-- DESCRIPTION --		NEXT DUE		- AFTER TRANS. DUE		BALANCES -		APPLIED --		TOTAL AMOUNT		PRINCIPAL INTEREST		ESCROW SUSPENSE/CD			
NBR	DATE	CODE																	
LOAN#	937284	CONTINUED																	
51	4/15/02	0283	PAYMENT	S/F SC	REF# 0000418797	PPNFRI	418797	DUE	4/15/02	39472.45	3222.08	333.00	39.89	205.79	87.32	.00			
52	4/17/02	600V	S/F NO REF#	PAYEE 0937284	REF# 0000419543	DISBURSED	4/02	39472.45	222.62	99.46-	.00	.00	99.46-	.00					
53	4/17/02	1499	S/F REF#	PAYEE 0000419543	LATE CHARGES	FEE	4/02	39472.45	222.62	9.83	.00	.00	.00	.00	9.83	01			
54	5/16/02	6226	S/F REF#	PAYEE PPNFRI	REF# 000424783	CORP ADV DISB	5/16/02	39472.45	222.62	10.00-	.00	.00	.00	.00	10.00	-26			
55	5/16/02	1499	S/F REF#	PAYEE PPNFRI	REF# 000424783	LATE CHARGES	FEE	4/02	39472.45	222.62	9.83	.00	.00	.00	9.83	01			
56	5/21/02	6226	S/F REF#	PAYEE PPFAFS	REF# 0000425446	CORP ADV DISB	5/21/02	39472.45	222.62	10.00-	.00	.00	.00	.00	10.00	-26			
57	5/31/02	0283	S/F SC REF#	PAYMENT	REF# 0000425446	PPNFRI	5/02	39432.36	309.94	334.00	40.09	205.59	87.32	.00	1.00	01			
58	6/05/02	6226	S/F CK REF#	PAYEE PPNFRI	REF# 0000427986	CORP ADV DISB	5/02	39432.36	309.94	10.00-	.00	.00	.00	.00	10.00	-26			
59	6/07/02	0283	S/F SC REF#	PAYMENT	REF# 0000427986	PPNFRI	6/10/02	39392.06	397.26	334.00	40.30	205.38	87.32	.00	1.00	01			
60	6/17/02	1499	S/F LC REF#	PAYEE 6037 COUNTY/LOCAL	REF# 0000430736	LATE CHARGES	FEE	6/02	39392.06	397.26	9.83	.00	.00	.00	9.83	01			
61	6/28/02	6037	S/F REF#	PAYEE 37LIRV	REF# 0000430736	DISBURSED	6/02	39392.06	162.30	234.96-	.00	.00	234.96-	.00					
62	7/11/02	10	S/F SC REF#	PMT-INT ON ESCROW	REF# 0000430736	PMT- INT ON ESCROW	6/02	39392.06	163.33	1.03	.00	.00	1.03	.00					
63	7/17/02	1499	S/F CK REF#	PAYEE 0283	REF# 0000430736	LATE CHARGES	FEE	6/02	39392.06	163.33	9.83	.00	.00	.00	9.83	01			
64	7/25/02	0283	S/F REF#	PAYMENT	REF# 0000430736	PPNFRI	7/02	39351.55	250.65	334.00	40.51	205.17	87.32	.00	1.00	01			
65	7/29/02	2664	S/F CK REF#	Effective date: 7/01/02	REF#	PAYMENT	7/02	39351.55	250.65	9.83-	.00	.00	.00	.00	9.83-01				
66	7/29/02	02	S/F LB REF#	Effective date: 7/01/02	REF#	PAYMENT	8/02	39310.83	337.97	333.00	40.72	204.96	87.32	.00					
67	8/19/02	1499	S/F LB REF#	PAYEE 0283	REF# 0000430736	LATE CHARGES	FEE	8/02	39310.83	337.97	9.83	.00	.00	.00	9.83	01			
68	8/31/02	0283	S/F LB REF#	Effective date: 9/03/02	REF#	PAYMENT	9/02	39269.89	425.29	333.00	40.94	204.74	87.32	.00					
69	8/31/02	1401	S/F LB REF#	LATE CHARGES	REF#	PPNFRI	9/02	39269.89	425.29	1.00	.00	.00	.00	.00	1.00	01			

6/21/03 14:16:30  
JOB DT: 4/21/03  
PAGE: 3  
MISC.PMTS

LOAN# 937284 CONTINUED

4/21/03 14:16:30  
JOB DT: 4/21/03  
PAGE: 5  
MISC.PMTS  
PA HOUSING FINANCE AGENCY  
DETAIL TRANSACTION HISTORY  
NEXT -AFTER TRANS. BALANCES-  
DUE PRINCIPAL  
TRANSACTION CODE  
DUE DATE  
NBR  
AYALA  
SR497CR-02

## PA HOUSING FINANCE AGENCY DETAILED TRANSACTION HISTORY

4/21/03 14:16:30  
JOB DT: 4/21/03  
PAGE: 1

Date: November 8, 2002

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

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

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

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

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

EXHIBIT D

HOMEOWNER'S NAME(S):

DEBORAH A SLOVIKOSKY

PROPERTY ADDRESS:

HOPKINS STREET  
IRVONA, PA 16656

LOAN ACCT. NO.:

0000937284

CURRENT LENDER/SERVICER: Pennsylvania Housing Finance Agency  
2101 North Front Street  
P.O. Box 8028  
Harrisburg, PA 17105

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR 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 agency 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.)**

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

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at: HOPKINS STREET, IRVONA, PA 16656

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the months September, 2002 thru the first of November, 2002 in the amount of \$1,049.00 plus late charges and other charges that have accrued in the amount of \$131.62. **THE TOTAL AMOUNT DUE IS \$1,210.62.**

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,210.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**2101 N FRONT STREET**  
**P.O. BOX 8028**  
**HARRISBURG, PA 17105**

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

PENNSYLVANIA HOUSING FINANCE AGENCY  
2101 NORTH FRONT STREET  
P.O. BOX 8028  
HARRISBURG, PA 17105-8028  
1-800-822-7375  
717-780-3804 (fax)  
Contact Person: TOM GOUKER

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

**ASSUMPTION OF MORTGAGE** -- You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied. (This does not apply if your mortgage was originated under the HomeStart Program.)

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

CCCS of Western PA  
219-A College Park Plaza

Johnstown, PA 15904  
888-599-2227 ext 108

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

CCCS of Western PA, Inc.  
217 E. Plank Road

Altoona, PA 16602  
888-599-2227 ext 108

CCCS of Northeastern PA  
208 W. Hamilton Ave,  
Suite 1, Hamilton Square  
State College, PA 16801  
(814) 238-3668

Keystone Economic Development  
Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556

**PENNSYLVANIA HOUSING FINANCE AGENCY**

**Single Family Programs Division**

2101 North Front Street P.O. Box 8028

Harrisburg, PA 17105-8028

(717) 780-3870 / (717) 780-1869 TDD # For The Hearing Impaired

**NOTICE**

**November 8, 2002**

DEBORAH A SLOVIKOSKY  
HOPKINS STREET  
IRVONA, PA 16656

RE: Account #: 0000937284

TO: DEBORAH A SLOVIKOSKY  
HOPKINS STREET  
IRVONA, PA 16656

FROM: PENNSYLVANIA HOUSING FINANCE AGENCY

The Federal Housing and Development Act of 1987 (as amended) directs creditors to notify homeowners who are delinquent in their mortgage obligation of the availability of homeownership counseling provided by nonprofit organizations approved by the Secretary of the Department of Housing and Urban Development ("HUD") and experienced in the provision of homeownership counseling.

Attached is a current list of HUD-approved counseling agencies for Pennsylvania.

Enclosure: Housing Counseling List

CONSUMER CREDIT COUNSELING SERVICE OF NE PA  
1400 Abington Executive Park Suite #1  
Clarks Summit, PA 18411  
Phone: 570-587-9163

INDIANA COUNTY COMMUNITY ACTION PROGRAM,  
INC.  
827 Water St  
Indiana, PA 15701-1755  
Phone: 724-465-2657

KEYSTONE LEGAL SERVICES, INCORPORATED  
2054 E College Ave  
State College, PA 16801-7201  
Phone: 814-238-4958

SAINT MARTIN CENTER  
1701 Parade Street  
Erie, PA 16503-1994  
Phone: 814-452-6113

WARREN FOREST COUNTY ECONOMIC OPPORTUNITY  
COUNCIL  
1209 Pennsylvania Ave West  
Warren, PA 16365-1841  
Phone: 814-726-2400

A. Received by (Please Print Clearly)	B. Date of Delivery
DEBORAH SLOVIKOSKY	11-13-02
C. Signature	
	
D. Is delivery address different from item 1? If YES, enter delivery address below:	



DEBORAH A SLOVIKOSKY  
HOPKINS STREET  
IRVONA, PA 16656

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

DEBORAH A SLOVIKOSKY  
HOPKINS STREET  
IRVONA, PA 16656

PS Form 3800, June 2000		
RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	.60
	Restricted Delivery	2.30
	Total Postage & Fees	1.75
	ST	

PS Form 3841, July 2001

Domestic Return Receipt

US Postal Service

**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE 7-15-02  
PS FORM 3841  
U.S. POSTAGE  
PA KEYSTONE STATE  
IRVONA, PA 16656

055

PS Form 3817, Mar. 1989  
GPO : 1993 O - 151-05  
23/604, 11

ALSD

**CERTIFICATE OF SERVICE**

I, Barbara A. Shadel, an employee of the law firm of Purcell, Krug & Haller, do hereby certify that I served a true and correct copy of Summary Judgment Affidavit upon the following by depositing same in the United States Mail, First Class Postage, Postage Prepaid, addressed as follows:

John Robert Kalenish, Esquire  
938 Mt. Airy Drive, Suite 204  
Johnstown, PA 15904

Attorney for Defendant,  
Deborah A. Slovikosky

Barbara A. Shadel  
Barbara A. Shadel

Dated: 5/7/03

FILED NOCC

105164  
MAY 09 2003

William A. Shaw  
Prostator

Date: 07/24/2003

Time: 09:40 AM

Page 1 of 1

**Clearfield County Court of Common Pleas**

User: BANDERSON

**ROA Report**

Case: 2003-00060-CD

Current Judge: John K. Reilly Jr.

Wachovia Bank, National Association vs. Deborah A. Slovikosky

Mortgage Foreclosures

Date		Judge
01/14/2003	Filing: Civil Complaint Paid by: Haller, Leon P. (attorney for Wachovia Bank, National Association) Receipt number: 1854013 Dated: 01/14/2003 Amount: \$85.00 (Check) 2 CC to Sheriff. Property Located in Iriona, PA. Amount of debt:\$42,750.44	No Judge ✓
02/11/2003	Sheriff Return, Papers served on Defendant(s). Now, Feb. 10, 2003, return No Judge ✓ the within Complainant In Mortgage Foreclosure "Not Served" as to Occupant/Tenant, Defendant is only resident of address So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	
02/14/2003	Answer. Filed by s/John Robert Kalenish, Esquire Verification s/John Robert Kalenish, Esquire no cc	No Judge ✓
05/09/2003	Filing: Plaintiff's Motion for Summary Judgment filed by Atty. Wineka. 1 CC No Judge to Atty. <i>upstairs</i>	No Judge ✓
	Affidavit of Thomas L. Gouker, Manager of Mortgage Servicing and Certificate of Service. No cc.	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WACHOVIA BANK NATIONAL :  
ASSOCIATION f/k/a FIRST UNION :  
NATIONAL BANK AS TRUSTEE FOR :  
PENNSYLVANIA HOUSING FINANCE :  
AGENCY :  
:

No. 03 - 60 - CD

-vs-

DEBORAH A. SLOVIKOSKY :  
:

**ORDER**

NOW, this 1<sup>st</sup> day of August, 2003, this being the day and date set for argument into Plaintiff's Motion for Summary Judgment, upon consideration of said Motion and Plaintiff's brief thereon, Defendant having failed to appear either in person or by counsel, it is hereby ORDERED AND DECREED that the Plaintiff's Motion for Summary Judgment is GRANTED and that the Prothonotary is directed to enter an in rem judgment in favor of the Plaintiff, Wachovia Bank, National Association f/k/a First Union National Bank as trustee for Pennsylvania Housing Finance Agency and against the Defendant, Deborah A. Slovikosky, in the sum of \$44,478.76, together with interest at the rate of \$.72 per diem, from May 1, 2003, and any additional costs and escrow advances for taxes and insurance.

By the Court,

President Judge

**FILED**

AUG 01 2003

William A. Shaw  
Prothonotary

1

FILED

O 3:30 PM  
AUG 01 2003  
Rec'd by [unclear]  
Rec'd by [unclear]

William A. Shaw  
Prothonotary

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

COPIED

CIVIL DIVISION

Wachovia Bank, National Association

Vs.

No. 2003-00060-CD

Deborah A. Slovikosky

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$44,478.76 on the August 1, 2003.

William A. Shaw  
Prothonotary

---

William A. Shaw

WACHOVIA BANK, NATIONAL ASSOCIATION  
F/K/A FIRST UNION NATIONAL BANK, AS  
TRUSTEE FOR PENNSYLVANIA HOUSING  
FINANCE AGENCY,

PLAINTIFF

VS.

DEBORAH A SLOVIKOSKY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-60-CD

IN MORTGAGE FORECLOSURE

**P R A E C I P E**

**TO THE PROTHONOTARY OF THE WITHIN COUNTY:**

Pursuant to Plaintiff's Motion for Summary Judgment and Order of Court dated August 1, 2003, please enter an "in rem" JUDGMENT in favor of the Plaintiff, WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK, AS SUCCESSOR TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY and against Defendant **DEBORAH A. SLOVIKOSKY** in the sum of \$44,478.76 together with interest at the contract rate of \$0.72 per diem from MAY 1, 2003 and any additional escrow advances for taxes and insurance.

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. #15700  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

**FILED**

OCT 16 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

Wachovia Bank, National Association  
Plaintiff(s)

**COPY**

No.: 2003-00060-CD

Real Debt: \$44,478.76

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Deborah A. Slovikosky  
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: October 16, 2003

Expires: October 16, 2008

Certified from the record this 16th day of October, 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

WACHOVIA BANK, NATIONAL ASSOCIATION  
F/K/A FIRST UNION NATIONAL BANK, AS  
TRUSTEE FOR PENNSYLVANIA HOUSING  
FINANCE AGENCY,

PLAINTIFF

VS.

DEBORAH A SLOVIKOSKY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-60-CD

IN MORTGAGE FORECLOSURE

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

**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above matter on the real estate located at **HOPKINS STREET  
IRVONA, PA 16656** as follows:

Unpaid Principal Balance	\$39,269.89
Interest	\$176.40
Per diem of \$6.82	
To 1/1/04	
Late Charges	\$268.05
(\$9.83 per month to 1/1/04)	
Escrow Deficit	\$1,244.36
Property Inspections	\$203.00
5% Attorney's Commission	<hr/> \$1,963.49
<b>TOTAL WRIT</b>	<hr/> <b>\$46,370.57</b>

*125.00 Prothonotary costs*

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

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

Dated: October 14, 2003

Attached is a description of the real estate.

**FILED**

OCT 16 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

Atty pd.

31 Oct 2003

OCT 16 2003

1ccalownts wprop deser.

William A. Shaw  
Prothonotary/Clerk of Courts

*W.A.S.*

WACHOVIA BANK, NATIONAL ASSOCIATION  
F/K/A FIRST UNION NATIONAL BANK, AS  
TRUSTEE FOR PENNSYLVANIA HOUSING  
FINANCE AGENCY,

PLAINTIFF

VS.

DEBORAH A SLOVIKOSKY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-60-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT PURSUANT TO RULE 3129.1**

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **HOPKINS STREET IRVONA, PA 16656**:

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

DEBORAH A SLOVIKOSKY  
319 HOPKINS STREET  
IRVONA, PA 16656

2. Name and address of Defendant(s) in the Judgment, if different from that listed in (1) above: **SAME**

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

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

**PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):**

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

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: **UNKNOWN**

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:

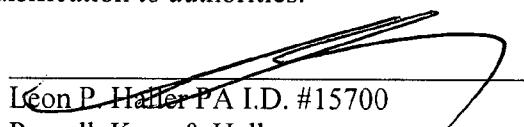
Tenants if any . . .

DOMESTIC RELAITONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

John Robert Kalenish, Esquire  
938 Mt. Airy Drive, Suite 204  
Johnstown, PA 15904

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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

  
Leon P. Haller PA I.D. #15700  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

WACHOVIA BANK, NATIONAL ASSOCIATION  
F/K/A FIRST UNION NATIONAL BANK, AS  
TRUSTEE FOR PENNSYLVANIA HOUSING  
FINANCE AGENCY,

PLAINTIFF

VS.

DEBORAH A SLOVIKOSKY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 03-60-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

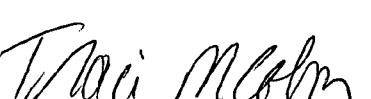
COUNTY OF DAUPHIN :

I, LEON P. HALLER, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

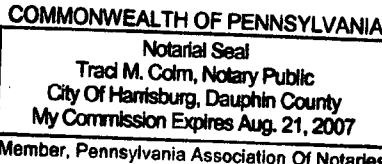
Sworn to and subscribed :

before me this 14<sup>th</sup> day :

of October 2003 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE



WACHOVIA BANK, NATIONAL ASSOCIATION  
F/K/A FIRST UNION NATIONAL BANK, AS  
TRUSTEE FOR PENNSYLVANIA HOUSING  
FINANCE AGENCY,

PLAINTIFF

VS.

DEBORAH A SLOVIKOSKY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-60-CD

IN MORTGAGE FORECLOSURE

**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County,  
**LEON P. HALLER, ESQUIRE** who being duly sworn according to law deposes and states that the  
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way  
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

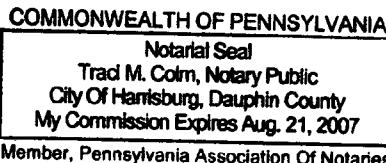
Sworn to and subscribed :

before me this 14<sup>th</sup> day :

of October 2003 :



Traci McColm  
Notary Public



Member, Pennsylvania Association Of Notaries

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

Wachovia Bank, National Association,  
f/k/a First Union National Bank, as Trustee  
for Pennsylvania Housing Finance Agency

**COPY**

Vs.

NO.: 2003-00060-CD

Deborah A. Slovikosky

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WACHOVIA BANK, NATIONAL ASSOCIATION, f/k/a First Union National Bank, as Trustee for Pennsylvania Housing Finance Agency, Plaintiff(s) from DEBORAH A. SLOVIKOSKY, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:	<b>\$46,370.57</b>	PAID:	<b>\$125.00</b>
INTEREST, per diem of \$6.82 to		SHERIFF:	\$
1/1/04:	<b>\$176.40</b>	PROPERTY INSPECTIONS:	<b>\$203.00</b>
PROTH. COSTS:	\$	OTHER COSTS:	\$
ATTY'S COMM:	\$	LATE CHARGES (\$9.83 per month to	
ESCROW DEFICIT:	<b>\$1,244.36</b>	1/1/04)	<b>\$268.05</b>
DATE: 10/16/2003		5% ATTORNEY'S COMMISSION:	<b>\$1,963.49</b>

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

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

Sheriff

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Irvona, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Hopkins Street and corner of Lot #274; thence Northwestward by said Lot, One Hundred fifty (150) feet to a post on alley; thence along said alley Eastward fifty (50) feet to a post, corner of Lot #276; thence by said lot, Southward One Hundred fifty (150) feet to a post on Hopkins Street; and thence by said Street Westward fifty (50) feet to a post and place of beginning.

UNDER AND SUBJECT TO:

- (a) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions which affect the premises and are visible by inspection of the premises.
- (b) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions contained in any and all prior deeds, grants and conveyances affecting the premises.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: HOPKINS STREET  
IRVONA, PA 16656

BEING THE SAME PREMISES WHICH Helen M. McCully, by Deed dated 3/2/01 and recorded 3/19/01 in Clearfield County Deed Book 200, Page 3785, granted and conveyed unto Deborah A. Slovikosky.

Assessment #11-H16-353-83

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14773  
NO: 03-60-CD

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST UNION NATIONAL BANK, ET AL  
vs.  
DEFENDANT: DEBORAH A. SLOVIKOSKY

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/16/2003

LEVY TAKEN 11/14/2003 @ 12:35 PM

POSTED 11/14/2003 @ 12:35 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 10/17/2005

DATE DEED FILED NOT SOLD

FILED  
6/14/01 9:54 AM  
JAN 17 2005  
NO CC

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

01/09/2004 @ SERVED DEBORAH A. SLOVIKOSKY

SERVED DEBORAH A. SLOVIKOSKY BY REGULAR AND CERTIFIED MAIL SIGNED FOR BY DEBORAH A. SLOVIKOSKY ON 1/9/04. CERT.#700231500000785451

@ SERVED DEBORAH A. SLOVIKOSKY

ATTORNEY'S OFFICE STATED THEY HAD DEBORAH A. SLOVIKOSKY PERSONALLY SERVED AT THE RESIDENCE. I DID NOT RECEIVE VERIFICATION.

@ SERVED

NOW, JANUARY 8, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF'S SALE TO APRIL 2, 2004.

@ SERVED

NOW, MARCH 18, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, JANUARY 17, 2005 RETURN THE WRIT AS NO SALE HELD THE PLAINTIFF'S ATTORNEY STAYED THE SALE. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 14773

NO: 03-60-CD

PLAINTIFF: WACHOVIA BANK, NATIONAL ASSOCIATION, F/K/A FIRST UNION NATIONAL BANK, ET AL  
VS.

DEFENDANT: DEBORAH A. SLOVIKOSKY

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$229.01

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



By Cynthia Bitter-Aypherday  
Chester A. Hawkins  
Sheriff

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

Wachovia Bank, National Association,  
f/k/a First Union National Bank, as Trustee  
for Pennsylvania Housing Finance Agency

Vs.

NO.: 2003-00060-CD

Deborah A. Slovikosky

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due WACHOVIA BANK, NATIONAL ASSOCIATION, f/k/a First Union National Bank, as Trustee for Pennsylvania Housing Finance Agency, Plaintiff(s) from DEBORAH A. SLOVIKOSKY, Defendant(s):

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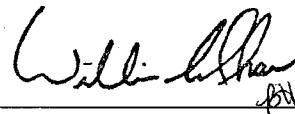
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1/1/04:	<b>\$176.40</b>	PROPERTY INSPECTIONS:	<b>\$203.00</b>
PROTH. COSTS: \$		OTHER COSTS: \$	
ATTY'S COMM: \$		LATE CHARGES (\$9.83 per month to	
ESCROW DEFICIT:	<b>\$1,244.36</b>	1/1/04)	<b>\$268.05</b>
DATE: 10/16/2003		5% ATTORNEY'S COMMISSION:	<b>\$1,963.49</b>



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 16<sup>th</sup> day  
of October A.D. 2003  
At 3:00 A.M./P.M.

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

Deborah A. Slovikosky  
Sheriff by Cynthia Bitter Auger Daugh

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HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: HOPKINS STREET  
IRVONA, PA 16656

BEING THE SAME PREMISES WHICH Helen M. McCully, by Deed dated 3/2/01 and recorded 3/19/01 in Clearfield County Deed Book 200, Page 3785, granted and conveyed unto Deborah A. Slovikosky.

Assessment #11-H16-353-83

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DEBORAH A. SLOVIKOSKY

NO. 03-60-CD

NOW, January 15, 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 Deborah A. Slovikosky 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	19.44
LEVY	15.00
MILEAGE	19.44
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	19.44
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$228.01</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	
INTEREST @	
FROM TO 04/02/2004	0.00
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	20.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$20.00</b>
<b>COSTS:</b>	
ADVERTISING	313.11
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	229.01
LEGAL JOURNAL COSTS	171.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$978.12</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



PURCELL, KRUG & HALLER  
1719 N. FRONT STREET  
HARRISBURG, PA 17102  
PH: 717-234-4178 X 126  
FAX: 717-234-1206

717-234-1206 P.01/01

## fax transmittal

**To: SHERIFF'S OFFICE**

Clearfield County Sheriff  
230 E. Market St.  
Clearfield, PA 16830

**Fax: 814-765-5915**

**Phone: 814-765-2641, Ext. 5989**

**Re: SHERIFF'S SALE**

**DEBORAH A SLOVIKOSKY**

**03-60-CD**

**From: Purcell, Krug & Haller**  
1719 N. Front Street  
Harrisburg, PA 17102  
**Ph: 717-234-4178**  
**Fax: 717-234-1206**

**Date: January 8, 2004**  
**Barb Villarrial**  
**Pages: 1 PAGE**

**PROPERTY: HOPKINS STREET**

**X Urgent**    **For Review**    **Please Comment**    **Please Reply**    **Please Recycle**

**Notes PLEASE CONTINUE THE SHERIFF SALE SCHEDULED FOR 01/09/04 TO THE  
NEXT SALE DATE OF 04/02/04**

**IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER  
IMMEDIATELY.**

1719 N. FRONT STREET  
HARRISBURG, PA 17102  
PH: 717-234-4178 X 126  
FAX: 717-234-1206

# fax transmittal

To: SHERIFF'S OFFICE

Clearfield County Sheriff  
230 E. Market St.  
Clearfield, PA 16830

**Fax:** 814-765-5915

**Phone:** 814-765-2641, Ext. 5989

Re: SHERIFFS SALE

DEBORAH A SLOVIKOSKY

03-60-CD

**X Urgent**    **For Review**    **Please Comment**    **Please Reply**    **Please Recycle**

Notes PLEASE STAY THE SHERIFF SALE SCHEDULED FOR 04/02/04 Mortgagor Still in BK.

IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER  
IMMEDIATELY.