

2003-254-CD
LASALLE BANK ETAL
VS
DEBRA A. GRAHAM ETAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK, N.A. LASALLE
NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND
SERVICING AGREEMENT DATED
MARCH 1, 1998, SERIES 1998-1,

CIVIL DIVISION

NO.: 03-254-CD

Plaintiff,

vs.

DEBRA A. GRAHAM AND
EDWIN S. GRAHAM,

Defendants.

You are hereby notified to plead
to the ENCLOSED COMPLAINT WITHIN
TWENTY (20) DAYS FROM SERVICE HEREOF

Trusee A. Graham
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:

909 Hidden Ridge Drive, Suite 200

Irving, Texas 75038

AND THE DEFENDANT IS:

413 Main Street

Bigler, PA 16825

Trusee A. Graham
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFECTED BY THIS LIEN
IS

Bradford Township
(CITY, BORO, TOWNSHIP) (WARD)

Trusee A. Graham
ATTORNEY FOR PLAINTIFF

ISSUE NO.:

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

CODE -

FILED ON BEHALF OF:

LaSalle Bank, N.A., F/K/A LaSalle National
Bank, as Trustee under the Pooling and
Servicing Agreement dated March 1, 1998,
Series 1998-1

COUNSEL OF RECORD FOR THIS
PARTY:

Kristine M. Anthou, Esquire
Pa. I.D. #77991

GRENEN & BIRSCIC, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222
(412) 281-7650

FILED

FEB 24 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK, N.A. LASALLE
NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND
SERVICING AGREEMENT DATED
MARCH 1, 1998, SERIES 1998-1,

CIVIL DIVISION

NO.:

Plaintiff,

vs.

DEBRA A. GRAHAM AND
EDWIN S. GRAHAM,

Defendants.

NOTICE TO DEFEND

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

LAWYER REFERRAL SERVICE
David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK, N.A. LASALLE
NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND
SERVICING AGREEMENT DATED
MARCH 1, 1998, SERIES 1998-1, CIVIL DIVISION
NO.:

Plaintiff,

VS.

DEBRA A. GRAHAM AND
EDWIN S. GRAHAM,

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

LaSalle Bank, N.A., F/K/A LaSalle National Bank, as Trustee under the Pooling and Servicing Agreement dated March 1, 1998, Series 1998-1 by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is LaSalle Bank, N.A., F/K/A LaSalle National Bank, as Trustee under the Pooling and Servicing Agreement dated March 1, 1998, Series 1998-1 with a place of business at 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038.
2. The Defendants are Debra A. Graham and Edwin S. Graham, individuals whose last known address is 413 Main Street, Bigler, PA 16825.
3. On or about January 5, 1998, Defendants executed a Note in favor of Public Savings Bank, a Pennsylvania Corporation in the original principal amount of \$ 28,000.00 ("Note"). A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about January 5, 1998, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Public Savings Bank, a Pennsylvania Corporation a Mortgage in the original principal amount of \$28,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on January 12, 1998 in Mortgage Book Volume 1900, Page 242. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Public Savings Bank, a Pennsylvania Corporation assigned all of its right, title and interest in and to aforesaid Mortgage and Note to Alliance Funding Company, a division of Superior Bank, FSB pursuant to the terms of a certain Assignment of Mortgage recorded in the Office of the Recorder of Deeds of Clearfield County on June 8, 1998 in Mortgage Book Volume 1939, Page 527.

6. Alliance Funding Company, a division of Superior Bank, FSB assigned all of its right, title and interest in and to aforesaid Mortgage and Note to Plaintiff pursuant to the terms of a certain Assignment of Mortgage

7. Defendants are the record and real owners of the aforesaid mortgaged premises.

8. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due. Defendants are due for the October 1, 2002 payment.

9. On or about June 4, 2002, Defendants were mailed Notices of Homeowner's Emergency Mortgage Assistance Act of 1983 ("Act 91 Notices"), in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983, as amended.

10. Plaintiff was not required to send Defendants a separate Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101, et seq., as a result of sending the Act 91 Notices.

11. The amount due and owing Plaintiff is as follows:

Principal	\$27,629.80
Interest to 2/8/03	\$ 1,535.41
Late Charges to 2/8/03	\$ 541.98
Escrow Deficiency to 2/8/03	\$ 336.00
Corporate Advances	\$ 314.90
NSF Fees	\$ 15.00
Title Search, Foreclosure and Execution Costs	\$ 2,500.00
Attorneys' fees	<u>\$ 800.00</u>
 TOTAL	 \$33,673.09

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$33,673.09, with interest thereon at the rate of \$9.65 per diem from February 8, 2003, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIC, P.C.

BY:


Kristine M. Anthou, Esquire
Pa. I.D. #77991
Attorneys for Plaintiff
One Gateway Center
Nine West
Pittsburgh, PA 15222
(412) 281-7650

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

Exhibit "A"

ADJUSTABLE RATE NOTE LOAN NO. 0800401960
(LIBOR 6 Month Index (As Published in The Wall Street Journal) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

WILLOW GROVE, PENNSYLVANIA

U.S. \$ 28,000.00

JANUARY 5, 1998
Date

413 MAIN STREET, BIGLER, PENNSYLVANIA 16825

(Property Address)

1. BORROWER'S PROMISE TO PAY.

In return for a loan that I have received, I promise to pay U.S. \$28,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is PUBLIC SAVINGS BANK, A PENNSYLVANIA CORPORATION. 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 the unpaid principal until the full amount of principal has been paid. I will pay interest at an initial yearly rate of 13.750 %, which, except for odd days' interest, if any, will be applied to a 360 day year consisting of 12 months with 30 days each. Interest will be charged until the principal has been paid in full. The interest rate I will pay will change in accordance with Section 4.

The interest rate required by this Section 2 and Section 4 is the rate I will pay both before and after any default described in Section 8(B).

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 1st day of each month beginning on MARCH, 1998. 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. Unless applicable law provides otherwise, each of my regular monthly payments will be applied first to accrued and unpaid interest as if the payment is made on its due date, regardless of when the payment is actually received and the remainder, if any, to the unpaid principal balance. Any late charges, collection costs and expenses, dishonored check charges and payments made by the Note Holder to enforce this Note and/or to protect the Note Holder's interests under the Security Instrument (as defined in Section 11) will be assessed separately. If, on FEBRUARY 1, 2028, 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 2300 COMPUTER AVENUE, MH-42, WILLOW GROVE, PENNSYLVANIA 19090, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. 326.24. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

This Note is not payable in installments of equal amounts. Larger installments may be due as provided herein. The interest rate in effect on the date of this Note ("Initial Rate") is 13.750% per year, which, except for odd days' interest, if any, will be applied to a 360 day year consisting of 12 months with 30 days each.

The interest rate I will pay may change on the 1st day of FEBRUARY, 2000 and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR") as published in The Wall Street Journal "Money Rates" table. The "Current Index" is the most recent Index value available as of the date forty-five (45) days before each Change Date if such date falls on

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N.A.G.

a Friday or, if such date does not fall on a Friday, then the "Current Index" is the most recent index value available as of the Friday immediately preceding the date forty-five (45) days before each Change Date. Before each Change Date the Note Holder will calculate the new interest rate, which, except for any odd day's interest upon prepayment in full, will be applied to a 360 day year consisting of 12 months with 30 days each, by adding 8.900 percentage points (the "Margin") to the Current Index. When a new rate is determined, the rate will be rounded to the nearest 1/8%. The Note Holder will then determine the amount of the level monthly payment that will be sufficient to repay the then unpaid principal in full by the maturity date of this Note, assuming that all delinquent payments are made and that all future payments are made when due.

At the first Change Date, the interest rate will not be increased to more than two (2) percentage points above the Initial Rate and, at all subsequent Change Dates, the interest rate will never be increased or decreased on any single Change Date by more than one (1) percentage point from the rate of interest charged during the preceding six (6) months. The interest rate will never be greater than 19.750 percent per year, nor will it ever be less than one (1) percentage point below the Initial Rate during the entire term of this loan and at no time during the term of this loan will the rate be increased above the rate permitted by law. The new interest rate will become effective on the Change Date. The new monthly payment will begin on the first monthly payment date after the Change Date and will remain in effect until the monthly payment changes again. The Note Holder will deliver by mail to me a notice of any change in the interest rate and the amount of the new monthly payment at least twenty-five (25) days before the effective date of any payment change. The notice will include information required by law and possibly certain other information as well.

Except in the case of a Current Index and Margin less than one (1) percentage point below the Initial Rate and subject to the percentage point limitations on rate changes described above, rate decreases will be mandatory upon decreases in the Index determined on Change Dates, but rate increases based upon increases in the Index will be optional with the Note Holder. However, the fact that the Note Holder may not have made a permissible increase in whole or in part will not be considered a waiver of the Note Holder's right subsequently to make any other permissible increase within the limits stated in this Section 4.

Adjustments in the rate will be given effect by changing the dollar amounts of remaining equal monthly installments so that the total amount due under this Note will, if all delinquent payments are made and all future payments are made when due, be paid by the original maturity date of this Note. As stated in Section 2, however, interest will accrue until payment in full is actually made.

5. INDEX SUBSTITUTION

I agree that if the Index is no longer made available, the Note Holder will select a new index which is comparable to the discontinued Index and the Note Holder will notify me of the change in the index.

6. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due, but the Note Holder may apply any tendered payments first to any amounts then due and owing under this Note or under the Security Instrument and then to principal not yet due. A payment of principal only is known as a "prepayment."

I may make a full prepayment or partial prepayments without paying any prepayment penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates or amounts of my monthly payments until the first payment due after the first Change Date following my partial prepayment unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase. Except as provided in Section 7, the Note Holder earns any prepaid finance charge at the time the loan is made and no part of it will be refunded if I pay in full ahead of schedule.

7. LOAN CHARGES

If a law or regulation, 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: (A) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (B) any sums already collected from 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.

8. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be five percent (5%) of my scheduled payment of principal and interest. I will pay this late charge promptly but only once on each late payment. Any late charge will be in addition to interest on the then outstanding principal.

(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. If I am in default and the original principal amount of this loan is over \$50,000, the Note Holder may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest and any other

E.S.C.
D.A.G.

amounts I then owe under this loan. However, if the original principal amount of my loan is \$60,000 or less, and I am in default, the Note Holder will send a written notice telling me that if I do not pay the overdue amount plus permitted costs and expenses by a certain date the Note Holder may require me to pay immediately the full unpaid principal balance plus accrued and unpaid interest and any other amounts I then owe under this loan. That date must be at least 30 days after the date on which the notice is mailed to me or, if it is not mailed, 30 days after the date on which it is delivered to me.

(C) 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.

(D) Payment of Note Holder's Costs and Expenses

If I default, whether or not 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. These expenses include, for example, reasonable attorneys' fees not prohibited by applicable law. I will also pay a charge of \$10 plus any actual bank charges for each dishonored check, draft or other instrument issued by me in payment on this loan.

9. 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 at 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 mailing it by first class mail to the Note Holder at the address stated in Section 3(A) or at a different address if I am given a notice of that different address.

10. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. These things are: (A) to demand payment of amounts due (known as "preacceleration"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"); Anyone else (D) who agrees to keep the promises made in this Note, or (E) who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or (F) who signs this Note to transfer it to someone else (known as "guarantors, sureties, and endorsers"), also waives these rights.

11. THIS NOTE COVERED BY A SECURITY INSTRUMENT

A Security Instrument of even date containing a description of my real property protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. This Note is secured by that Security Instrument. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note. If I do not keep the promises which I make in this Note, I may lose my real property.

12. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

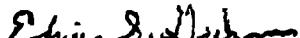
If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed plus the charges as described in Sections 8(A) and 8(D) and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of the Note (as described in Section 10) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us 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.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 10) is also obligated to keep all of the promises made in this Note.

13. APPLICABLE LAW

This Note is made pursuant to the Alternative Mortgage Transaction Parity Act of 1982 and applicable regulations. Otherwise, to the extent not preempted by such act or regulations or other applicable federal law, Pennsylvania law governs this Note. In the event of a conflict between any provision of this Note and any federal or Pennsylvania statute, law or regulation in effect as of the date of this Note, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Note shall be without effect. All other provisions of this Note will remain fully effective and enforceable.

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


EDWIN S. GRAHAM

(Seal)
Borrower


DEBRA A. GRAHAM

(Seal)
Borrower


EDWIN S. GRAHAM

(Seal)
Borrower


DEBRA A. GRAHAM

(Seal)
Borrower

ENDORSEMENT OF NOTE

Date: 1/6/98

Property Address: 413 MAIN STREET, BIGLER, PA 18825

Loan Amount: \$28,000.00

Mortgagor(s): EDWIN S. GRAHAM
DEBRA A. GRAHAM

Pay to the order of Alliance Funding, A Division of Superior Bank
without recourse.

Public Savings Bank


JEFFERY S. GATTER/PRESIDENT

Date: 1/6/98

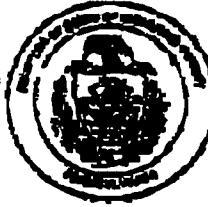
Exhibit "B"

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

PUBLIC SAVINGS BANK
2300 COMPUTER AVENUE, #H-42
WILLOW GROVE, PENNSYLVANIA 19090
LOAN NO. 0800401960 - 1-320

Upper Above This Line For Recording Data



Karen L. Stark
Karen L. Stark
Recorder of Deeds

Presented by KELI BARONOPSKY

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 9, 1998
by and between EDWIN S. GRAHAM AND DEBRA A. GRAHAM

The

whose address is 413 MAIN STREET, BIGLER, PA 16825,
("Borrower"). This Security Instrument is given to PUBLIC SAVINGS BANK, A
PENNSYLVANIA CORPORATION , and whose address is
which is organized and existing under the laws of PENNSYLVANIA
2300 COMPUTER AVENUE, #H-42, WILLOW GROVE, PENNSYLVANIA 19090
("Lender"). Borrower owes Lender the principal sum of TWENTY-EIGHT THOUSAND AND NO/100
("Lender"). Borrower owns Lender the principal sum of TWENTY-EIGHT THOUSAND AND NO/100
Dollars (U.S. \$ 28,000.00). This debt is evidenced
by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the
full debt, if not paid earlier, due and payable on FEBRUARY 1, 2028. This Security
Instrument relates to Lender: (a) the repayment of the debt evidenced by the Note, with interest as provided by the terms
of the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,
advanced under paragraph 8 to protect the security of this Security Instrument; and (c) the performance of Borrower's
covenants and agreements under this Security Instrument and the Note. For these purposes Borrower does hereby mortgage,
grant and convey to Lender and Lender's successors and assigns the following described property located in
CLEARFIELD County, Commonwealth of Pennsylvania.

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

If this box is checked see Schedule A attached hereto and made a part hereof.

which has the address of 413 MAIN STREET
BIGLER , Pennsylvania
(City)

Count 16825 ("Property Address"):

CLEARFIELD COUNTY
ENTERED OF RECORD
TMA 2003-1-1-17
BY *Karen L. Stark* 01/09
REC'D *2-5-03*

Karen L. Stark, Recorder

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

PA INT'L MORTGAGE - GENERIC 870097, RECORD FORM
REINHOLD-100

RECORDED-FAM

E.S.G. Edwin S. Graham
D.A.G. Deborah A. Graham

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

Borrower and Lender covenant and agree as follows:

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

2. **Application of Payments.** Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges (i) five percent (5%) of any payment not made by the end of (10) calendar days after the date it is due if the original principal amount of the Note exceeds \$50,000 or this is a first priority Security Instrument, or (ii) the greater of \$20 or 5% of any payment not made by the end of fifteen (15) calendar days after the date it is due if the original principal amount of the Note is \$50,000 or less and this is a second or junior priority Security Instrument, or (iii) five percent (5%) of any payment not made by the end of fifteen (15) calendar days after the date it is due if the Security Instrument is governed by the Alternative Mortgage Transaction Party Act, collection costs and expenses, disbursement check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.

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

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

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

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not impaired, if the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sum secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has failed to settle a claim, then Lender may call the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not due. The 30-day period will begin when the notice is given.

MOTELAND-FAM

PA LISTED MORTGAGE - DIRECTOR (2007) DIRECT P22M
REVERSE-INT

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ENRIG

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholders, Condominiums, Planned Unit Developments. Unless Borrower's loan application and Lender's loan approval establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 year after the date of instrument, Lender shall not be entitled to terminate this Security Instrument or Lender's security interest in the Property, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not permit, or be alleged to have permitted, the Property to be used in connection with any illegal activity. In that regard, Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires the title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enjoin liens or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's attorney may include paying any sums accrued by a lien which has priority over this Security Instrument, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate set forth in the Note (or, if the rate is an adjustable rate, at the rate then in effect under the Note as such rate may change from time to time) if permitted by law or, if not, at the highest lawful rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

8. Condemnation. The proceeds of any award or claim for damages, direct or compensated, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender and applied to the sum(s) secured by this Security Instrument, subject to the terms of any other mortgage, deed of trust or other security instrument. Any award will be paid to the persons legally entitled to it.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either in restoration or repair of the Property or to the sum(s) secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

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

MCDERMID, P.A.

PA 1ST FLOOR MORTGAGE - CINCINNATI, OHIO 45202
RECEIVED

Page 5 of 1

E.S.C.
T.A.G.

Vol 1403 pg 246

under the Note and this Security Instrument; or (2) if the original principal amount of the Note is \$30,000 or less, Lender, after giving Borrower thirty days of Borrower's rights to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount to cure within the time period set forth in such notice. This requirement will be called "Immediate Payment in Full." Remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full."

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

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

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

18. Assignment of Rider. Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Security Instrument, provided that prior to acceleration, breach or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Any receiver shall be liable to account only for those rents actually received.

19. Rider(s). Upon payment of all rents secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay all costs of termination, if any.

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

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

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

Adjustable Rate Rider
 Graduated Payment Rider

Other(s) (Specify)

Condominium Rider
 Planned Unit Development
 BIA/BS
 Balloon Rider

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

LEGAL ATTACHED

PA 157702 MORTGAGE - COMMERCIAL (2007) SECURITY FORMS
PRINTED/STAMPED

E.S.G.
D.A.G.

RECORDED/PAM

VOL 1900 PAGE 247

DEC-17-97 12:18 PM ABSTRACTOR'S

414 745 1999

P. 62

All that certain piece or parcel of land situated in the Village of Bigler, Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a pin at the North line of Clearfield Street and the easterly line of the Pitt Railroad Right-of-Way, thence by said Railroad Right-of-Way North nineteen (19) degrees and (13) minutes East, and hundred sixty-five (165.00) feet to an iron pin at an ally. thence by said ally, South seventy-eight (78) degrees forty-five (45) minutes East, one hundred twenty (120.0) feet to an iron pin at land of James M. Murphy, thence by said Murphy south eleven (11) degrees ten (10) minutes West, one hundred thirty-nine and ninety-seven hundredths (139.97) feet to an iron pin to land of R. Dennis Walker, thence by said Walker North sixty-four (64) degrees fifty-four (54) minutes West, forty-eight and sixty-five hundredths (48.65) feet to an iron

pin and South twenty-nine (29) degrees fifty-two (52) minutes West, sixty (60.0) feet to an iron pin in Clearfield Street, thence by Clearfield Street, North ninety-one (91) degrees fifty-five (55) minutes North seventy-nine (79.0) feet to the place of beginning. CONTAINING 0.370 acres (13,370.38 square feet), and being Lot 13 and the rear part of Lot 14 and being shown in book 1091 on a certain survey map dated June 16, 1980 prepared by Daniel A. Yost, which survey may be attached to a certain deed dated July 1, 1980 from Ervin E. Abbott, Administrator, P.C.A. of the Estate of Agnes A. Abbott, deceased to Daniel A. Yost and Cynthia M. Crave, which deed is recorded in Clearfield County, Pennsylvania in Deed Book 996, page 233.

NOTING the same premises which Raymond C. English, Jr. and Bevra A. English conveyed to Debra A. English by deed dated the 23rd day of September, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deeds and Deeds Book Volume 1992 at Page 164. Raymond C. English, Jr. and Bevra A. English were divorced by Decree of the Court of Common Pleas of Clearfield County, Pennsylvania issued on October 5, 1992 and filed to No. 98-497-CD. Debra A. English then married her present husband, Edwin S. French, on November 17, 1994.

VER. 1900 PAGE 248

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

• Witness!

Michael B

Franklin D. Roosevelt

Edwin S. Graham Borrower
EDWIN S. GRAHAM

Debra A. Graham MONTGOMERY

8

BOSTON

BROWNSTEIN

Prestige

I hereby certify that the address of the Lender (Mortgagor) is:
a 300 Computer Park, Ste. H-42, Willow Grove, PA 19090
on behalf of the Lender. By: Villanova University Date: 10/10/2011

COMMONWEALTH OF PENNSYLVANIA, County of *Franklin*

On this, the 5th day of January, before me, the undersigned officer, personally appeared Edwin S. Graham and Ethel A. Graham, known to me (or sufficiently proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me the instrument the person(s) above named for the purposes herein contained.

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

"My Chinaman's Name"

James H. Gregory
THEATER CRITIC

NOTARIAL SEAL
JANNA M. GREGORY Notary Public
Willow-Baro, Luzerne County
My Commission Expires Aug. 29, 2009

AFTER RECORDING RETURN TO:
Public Savings Bank
8300 Computer Ave., Ste. 11-42
Willow Grove, PA 19090

ДОМСТВО

VERIFICATION

The undersigned, and duly authorized representative of Plaintiff, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his/her information and belief.

Barbara Mason
EMC Mortgage Corporation

FILED

Atty pd
m 2.50 Bk

85.00

FEB 24 2003

2 cc shf

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13709

LASALLE BANK

03-254-CD

VS.

GRAHAM, DEBRA A. & EDWIN S.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 18, 2003 AT 11:26 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBRA A. GRAHAM, DEFENDANT AT RESIDENCE, 412 MAIN ST., BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TRAVIS ENGLISH, DEFENDANT'S SON, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW MARCH 18, 2003 AT 11:26 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWIN S. GRAHAM, DEFENDANT AT RESIDENCE, 412 MAIN ST., BIGLER, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TRAVIS ENGLISH, DEFENDANT'S STEP-SON, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost Description

50.00 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

FILED
03:51 AM
APR 01 2003
E
KES

William A. Shaw
Prothonotary

Sworn to Before Me This

1 Day Of April 2003
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Maury Harr
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK, N.A., LASALLE
NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND
SERVICING AGREEMENT DATED
MARCH 1, 1998, SERIES 1998-1,

CIVIL DIVISION

ISSUE NUMBER:

NO.: 03-254-CD

Plaintiff,

vs.

DEBRA A. GRAHAM AND
EDWIN S. GRAHAM,

Defendants.

TYPE OF PLEADING:

PRAECIPE TO SETTLE AND
DISCONTINUE WITHOUT
PREJUDICE

CODE -

FILED ON BEHALF OF PLAINTIFF:

LaSalle Bank, N.A., et al.

COUNSEL OF RECORD FOR THIS
PARTY:

Kristine M. Anthou, Esquire
Pa. I.D. #77991

GRENEN & BIRSIĆ, P.C.
One Gateway Center
9 West
Pittsburgh, PA 15222
(412) 281-7650

FILED

FEB 17 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK, N.A., LASALLE
NATIONAL BANK, AS TRUSTEE
UNDER THE POOLING AND
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CIVIL DIVISION

NO.: 03-254-CD

Plaintiff,

vs.

DEBRA A. GRAHAM AND
EDWIN S. GRAHAM,

Defendants.

PRAECIPE TO SETTLE AND DISCONTINUE
WITHOUT PREJUDICE

TO: PROTHONOTARY

SIR:

Kindly settle and discontinue without prejudice the above-captioned matter and mark the docket accordingly.

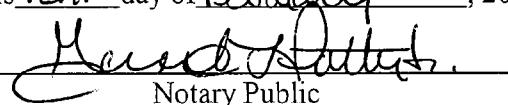
GRENEN & BIRSIĆ, P.C.

BY:


Kristine M. Anthou, Esquire
Attorneys for Plaintiff

Sworn to and subscribed before me

this 12th day of February, 2004.


Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Gerald L. Potter, Jr., Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Dec. 10, 2007

Member, Pennsylvania Association Of Notaries

FILED

in 1:38 MA / conduct attorney

FEB 17 2004

William J. Brown
Prothonotary

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

CIVIL DIVISION

LaSalle Bank, N. A.

Vs. **No. 2003-00254-CD**
Debra A. Graham
Edwin S. Graham

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 17, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$155.00 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of February A.D. 2004.

William A. Shaw, Prothonotary