

2003-300-CD
BANKERS TRUST CO.

vs

RALPH V. TORMEY

GOLDBECK McCAFFERTY & McKEEVER
BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 500 – THE BOURSE BLDG.
111 S. INDEPENDENCE MALL EAST
PHILADELPHIA, PA 19106
(215) 627-1322
ATTORNEY FOR PLAINTIFF

BANKERS TRUST COMPANY OF
CALIFORNIA N.A. AS TRUSTEE FOR VENDEE
MORTGAGE TRUST 2002-1 WITHOUT
RE COURSE EXCEPT AS PROVIDED IN A
POOLING AND SERVICING AGREEMENT
DATED FEBRUARY 1, 2002
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.

RALPH V. TORMEY
and OCCUPANT(S)
13 North Fifth Street
Clearfield, PA 16830

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF EJECTMENT

Term
No.

03-300-CD

CIVIL ACTION: EJECTMENT

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.

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 CORTE PUEDE, SIN NOTIFICARIO, 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.

FILED

MAR 04 2003

William A. Shaw
Prothonotary

CIVIL ACTION - EJECTION

On, March 19, 2002

, BANKERS TRUST COMPANY OF

CALIFORNIA N.A. AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2002-1 WITHOUT RE COURSE EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2002 entered into an Installment Contract with Defendant(s) RALPH V. TORMEY for the purchase of the premises known as (A true and correct copy of said Installment Contract is attached as Exhibit I).

2. Plaintiff, BANKERS TRUST COMPANY OF CALIFORNIA N.A. AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2002-1 WITHOUT RE COURSE EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2002, is the owner of premises known as 13 North Fifth Street, Clearfield, PA 16830, having acquired said premises by deed from The Secretary of Veterans Affairs an officer of the United States of America dated February 28, 2002 , and as such acquired the rights under the Installment Sales Contract referred to in Paragraph 1.

3. Under the terms of the Installment Contract, at the successful completion of said installment plan, and full payment by Defendant(s), title to the premises is to be transferred by Plaintiff to Defendant(s).

4. Defendant(s) have failed to make the required installment payments since October 01, 2002, and are presently 4 months in default of said payments.

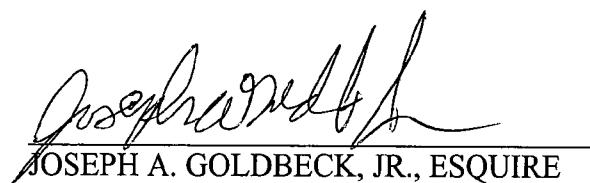
5. Plaintiff, by virtue of the annexed title, is the owner in fee of the said premises, and is entitled to possession thereof. The Defendant(s), RALPH V. TORMEY and OCCUPANT(S), have failed to make agreed payments under the Installment Contract for Sale of Real Estate, are

occupying the said premises without right, and so far as the Plaintiff is informed, without claim of title.

6. Plaintiff has repeatedly demanded possession of the premises from the said Defendant(s), who have refused to deliver up possession of the same.

7. On, January 8, 2003 , Plaintiff sent to Defendant(s) Notice of Intention to Terminate Installment Plan and Notice of Homeowners' Emergency Assistance as required by Act 160 of 1998. To date, Defendant(s) have not made payments as outlined in that Notice (Exhibit A).

WHEREFORE, Plaintiff demands Judgment for Possession of premises known as 13 North Fifth Street, Clearfield, PA 16830.



JOSEPH A. GOLDBECK, JR., ESQUIRE

VERIFICATION

I, Michael D. Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date:



Michael D. Vestal
COUNTRYWIDE HOME LOANS INC.

Legal Description:

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATE IN THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN ALONG NORTH FIFTH STREET; THENCE SOUTH EIGHTY-FIVE (85) DEGREES FIFTY-SEVEN (57) MINUTES EAST ONE HUNDRED SIXTY-SIX (166) FEET TO AN IRON PIN; THENCE SOUTH FIVE (5) DEGREES NINE (9) MINUTES WEST FORTY-NINE AND SIX TENTHS (49.6) FEET TO A NAIL, THENCE NORTH EIGHTY-FIVE (85) DEGREES FIFTY-SEVEN (57) MINUTES WEST ONE HUNDRED SIXTY-SIX (166) FEET TO AN IRON PIN; THENCE NORTH FIVE (5) DEGREES NINE (9) MINUTES EAST FORTY-NINE AND SIX TENTHS (49.6) FEET TO THE PLACE OF BEGINNING. SAID PREMISES BEING KNOWN AS 13 NORTH FIFTH STREET. SAID PROPERTY BEING SHOWN ON THE ATTACHED SURVEY MAP DATED OCTOBER 20, 1984, OF THE SUBJECT PREMISES.

BEING KNOWN AS 13 NORTH 5TH STREET

PROPERTY ID NO. 44-K08-217-96-1

BEING THE SAME PREMISES CONVEYED TO THE SECRETARY OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA, BY DEED FROM CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY, PA DATED NOVEMBER 17, 2000 AND RECORDED IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY, PA, IN INSTRUMENT NO. 200017330 ON NOVEMBER 20, 2000.

EXHIBIT A NOTICE

DATE OF NOTICE: January 8, 2003

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 any 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 notification obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
Fax (215) 627-7734

Date: January 8, 2003

Homeowners Name: **RALPH V. TORMEY**

Property Address: **13 North Fifth Street, Clearfield, PA 16830**

Loan Account No.: **3256485**

Original Lender:

Current Lender/Servicer: **BANKERS TRUST COMPANY OF CALIFORNIA N.A. AS TRUSTEE
FOR VENDEE MORTGAGE TRUST 2002-1 WITHOUT RE COURSE EXCEPT AS
PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2002**

**HOMEOWNERS'
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 designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of

designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your fact-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: **13 North Fifth Street, Clearfield, PA 16830** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 09/01/2002 thru 1/8/2003
(4 mos. at \$365.00/month) \$1460.00
- (b) Late charges from 09/01/2002 thru 1/8/2003
(4 mos. at \$14.60/month) \$58.39
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) **TOTAL AMOUNT REQUIRED AS OF THIS DATE \$1518.39**

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 \$ 1518.39**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

COUNTRYWIDE HOME LOANS INC.
C/o GOLDBECK, MCCAFFERTY & MCKEEVER
Suite 500, The Bourse Bldg
111 S. Independence Mall East
Philadelphia, PA 19106

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 brings 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 four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: COUNTRYWIDE HOME LOANS INC.

Address: 7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Phone Number: 972-526-9088

Fax Number: 972-526-1236

Contact Person: Brian Newell

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.

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.

Contact Person: Brian Newell
Phone Number: 972-526-9088

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

SHERIFF'S DEPARTMENT COUNTY

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| SHERIFF SERVICE INSTRUCTIONS | |
| PLAINTIFF/S/ BANKERS TRUST COMPANY OF CALIFORNIA N.A. AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2002-1 WITHOUT RE COURSE EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2002 | |
| DEFENDANT/S/ RALPH V. TORMEY & OCCUPANTS | |
| COURT NUMBER | |
| TYPE OF WRIT OR COMPLAINT ejectment | |

| | |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| SERVE  | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE RALPH V. TORMEY |
| AT | ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code) 13 North Fifth Street, Clearfield, PA 16830 |

| | | |
|-----------------------------------------------------------------------------------|--|--|
| SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE: | | |
|-----------------------------------------------------------------------------------|--|--|

| | | |
|---------------------------------------------------------|------------------------------------|---------------------------|
| SIGNATURE OF ATTORNEY <i>Joseph A. Goldbeck, Jr.</i> | TELEPHONE NUMBER (215) 627-1322 | DATE February 26, 2003 |
|---------------------------------------------------------|------------------------------------|---------------------------|

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| ADDRESS OF ATTORNEY GOLDBECK McCAFFERTY & McKEEVER Suite 500 – The Bourse Bldg. 111 S. Independence Mall East Philadelphia, PA 19106 | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

SHERIFF'S DEPARTMENT COUNTY

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------|
| SHERIFF SERVICE INSTRUCTIONS | | |
| PLAINTIFF/S/ BANKERS TRUST COMPANY OF CALIFORNIA N.A. AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2002-1 WITHOUT RE COURSE EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2002 | | COURT NUMBER |
| DEFENDANT/S/ RALPH V. TORMEY & OCCUPANTS | | TYPE OF WRIT OR <u>COMPLAINT</u> ejectment |

| | |
|--------------|------------------------------------------------------------------------------------------------------------------------------|
| SERVE | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OCCUPANT(S) (TORMEY) |
| AT | ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code) 13 North Fifth Street, Clearfield, PA 16830 |

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

| | | |
|---------------------------------------------------------|------------------------------------|---------------------------|
| SIGNATURE OF ATTORNEY <i>Joseph A. Goldbeck, Jr.</i> | TELEPHONE NUMBER (215) 627-1322 | DATE February 26, 2003 |
|---------------------------------------------------------|------------------------------------|---------------------------|

ADDRESS OF ATTORNEY
GOLDBECK McCAFFERTY & McKEEVER
Suite 500 – The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106

In The Court of Common Pleas of Clearfield County, Pennsylvania

BANKERS TRUST COMPANY OF CALIFORNIA

VS.

TORMEY, RALPH V.

Sheriff Docket # 13756

03-300-CD

COMPLAINT IN EJECTMENT

SHERIFF RETURNS

NOW MARCH 10, 2003 AT 9:04 AM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON OCCUPANT AT 13 N. FIFTH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO FRANK WILSON, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW MAY 6, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN EJECTMENT "NOT FOUND" AS TO RALPH V. TORMEY, DEFENDANT. POSSIBLY MOVED TO TEXAS.

FILED

Return Costs

| Cost | Description |
|--------------|-------------------------------------------------|
| 25.00 | SHERIFF HAWKINS PAID BY: ATTY Cl# 171610 |
| 20.00 | SURCHARGE PAID BY: ATTY |

MAY 21 2003

0/11:45 a.m.
William A. Shaw
Prothonotary

(KEL)

Sworn to Before Me This

16th Day Of *May* 2003
William A. Shaw

So Answers,

no cc

Chester A. Hawkins
by Marlynn H. Hause
Chester A. Hawkins
Sheriff

GOLDBECK McCAFFERTY & McKEEVER
BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
SUITE 500 – THE BOURSE BLDG.
111 S. INDEPENDENCE MALL EAST
PHILADELPHIA, PA 19106
(215) 627-1322
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF THE ORIGINAL FILED

BANKERS TRUST COMPANY OF
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DATED FEBRUARY 1, 2002
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PTX B-35
Plano, TX 75024-3632

Plaintiff

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13 North Fifth Street
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Defendant(s)

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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.

AVISO

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RECUERDE: SI USTED NO REPONDE 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 POSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEMENTE.

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

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

MAR 04 2003

Attest.

William J. Bane
Prothonotary/
Clerk of Courts

I HEREBY CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF THE ORIGINAL FILED

CIVIL ACTION - EJECTMENT

On, March 19, 2002

, BANKERS TRUST COMPANY OF

CALIFORNIA N.A. AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2002-1 WITHOUT RE COURSE EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2002 entered into an Installment Contract with Defendant(s) RALPH V. TORMEY for the purchase of the premises known as (A true and correct copy of said Installment Contract is attached as Exhibit I).

2. Plaintiff, BANKERS TRUST COMPANY OF CALIFORNIA N.A. AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2002-1 WITHOUT RE COURSE EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2002, is the owner of premises known as 13 North Fifth Street, Clearfield, PA 16830, having acquired said premises by deed from The Secretary of Veterans Affairs an officer of the United States of America dated February 28, 2002 , and as such acquired the rights under the Installment Sales Contract referred to in Paragraph 1.

3. Under the terms of the Installment Contract, at the successful completion of said installment plan, and full payment by Defendant(s), title to the premises is to be transferred by Plaintiff to Defendant(s).

4. Defendant(s) have failed to make the required installment payments since October 01, 2002, and are presently 4 months in default of said payments.

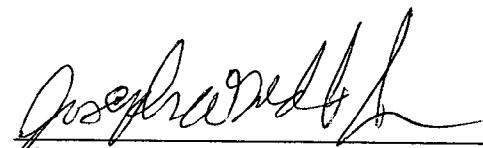
5. Plaintiff, by virtue of the annexed title, is the owner in fee of the said premises, and is entitled to possession thereof. The Defendant(s), RALPH V. TORMEY and OCCUPANT(S), have failed to make agreed payments under the Installment Contract for Sale of Real Estate, are

occupying the said premises without right, and so far as the Plaintiff is informed, without claim of title.

6. Plaintiff has repeatedly demanded possession of the premises from the said Defendant(s), who have refused to deliver up possession of the same.

7. On, January 8, 2003 , Plaintiff sent to Defendant(s) Notice of Intention to Terminate Installment Plan and Notice of Homeowners' Emergency Assistance as required by Act 160 of 1998. To date, Defendant(s) have not made payments as outlined in that Notice (Exhibit A).

WHEREFORE, Plaintiff demands Judgment for Possession of premises known as 13 North Fifth Street, Clearfield, PA 16830.

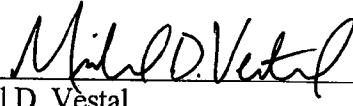


JOSEPH A. GOLDBECK, JR., ESQUIRE

VERIFICATION

I, Michael D. Vestal, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date:



Michael D. Vestal
COUNTRYWIDE HOME LOANS INC.

Legal Description:

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATE IN THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN ALONG NORTH FIFTH STREET; THENCE SOUTH EIGHTY-FIVE (85) DEGREES FIFTY-SEVEN (57) MINUTES EAST ONE HUNDRED SIXTY-SIX (166) FEET TO AN IRON PIN; THENCE SOUTH FIVE (5) DEGREES NINE (9) MINUTES WEST FORTY-NINE AND SIX TENTHS (49.6) FEET TO A NAIL, THENCE NORTH EIGHTY-FIVE (85) DEGREES FIFTY-SEVEN (57) MINUTES WEST ONE HUNDRED SIXTY-SIX (166) FEET TO AN IRON PIN; THENCE NORTH FIVE (5) DEGREES NINE (9) MINUTES EAST FORTY-NINE AND SIX TENTHS (49.6) FEET TO THE PLACE OF BEGINNING. SAID PREMISES BEING KNOWN AS 13 NORTH FIFTH STREET. SAID PROPERTY BEING SHOWN ON THE ATTACHED SURVEY MAP DATED OCTOBER 20, 1984, OF THE SUBJECT PREMISES.
BEING KNOWN AS 13 NORTH 5TH STREET
PROPERTY ID NO. 44-K08-217-96-1
BEING THE SAME PREMISES CONVEYED TO THE SECRETARY OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA, BY DEED FROM CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY, PA DATED NOVEMBER 17, 2000 AND RECORDED IN THE RECORDER'S OFFICE OF CLEARFIELD COUNTY, PA, IN INSTRUMENT NO. 200017330 ON NOVEMBER 20, 2000.

EXHIBIT A NOTICE

DATE OF NOTICE: January 8, 2003

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 any 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 notification obtenga una traduccion inmediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada 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.

Prepared by: GOLDBECK McCAFFERTY & MCKEEVER
Suite 500 - The Bourse Bldg.
111 S. Independence Mall East
Philadelphia, PA 19106
Fax (215) 627-7734

Date: January 8, 2003

Homeowners Name: **RALPH V. TORMEY**

Property Address: **13 North Fifth Street, Clearfield, PA 16830**

Loan Account No.: **3256485**

Original Lender:

Current Lender/Servicer: **BANKERS TRUST COMPANY OF CALIFORNIA N.A. AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2002-1 WITHOUT RE COURSE EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2002**

**HOMEOWNERS'
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 designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO
DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of

designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your fact-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: **13 North Fifth Street, Clearfield, PA 16830** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 09/01/2002 thru 1/8/2003
(4 mos. at \$365.00/month) \$1460.00
- (b) Late charges from 09/01/2002 thru 1/8/2003
(4 mos. at \$14.60/month) \$58.39
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) **TOTAL AMOUNT REQUIRED AS OF THIS DATE \$1518.39**

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 \$ 1518.39**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

COUNTRYWIDE HOME LOANS INC.
C/o GOLDBECK, MCCAFFERTY & MCKEEVER
Suite 500, The Bourse Bldg
111 S. Independence Mall East
Philadelphia, PA 19106

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 brings 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 four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: COUNTRYWIDE HOME LOANS INC.

Address: 7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Phone Number: 972-526-9088

Fax Number: 972-526-1236

Contact Person: Brian Newell

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.

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.

Contact Person: Brian Newell
Phone Number: 972-526-9088

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100
FAX (814) 944-5747

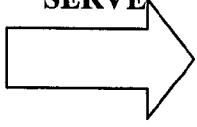
CCCS OF WESTERN PENNSYLVANIA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA
1631 South Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

SHERIFF'S DEPARTMENT COUNTY

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------|
| SHERIFF SERVICE INSTRUCTIONS | | |
| PLAINTIFF/S/ BANKERS TRUST COMPANY OF CALIFORNIA N.A. AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2002-1 WITHOUT RE COURSE EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2002 | | COURT NUMBER |
| DEFENDANT/S/ RALPH V. TORMEY & OCCUPANTS | | TYPE OF WRIT OR <u>COMPLAINT</u> ejectment |

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| SERVE  | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE RALPH V. TORMEY | |
| AT | ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code) 13 North Fifth Street, Clearfield, PA 16830 | |
| SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE: | | |
| SIGNATURE OF ATTORNEY <i>Joseph A. Goldbeck, Jr.</i> | | TELEPHONE NUMBER (215) 627-1322 |
| ADDRESS OF ATTORNEY GOLDBECK McCAFFERTY & McKEEVER Suite 500 – The Bourse Bldg. 111 S. Independence Mall East Philadelphia, PA 19106 | | |

SHERIFF'S DEPARTMENT COUNTY

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| SHERIFF SERVICE INSTRUCTIONS | |
| PLAINTIFF/S/ BANKERS TRUST COMPANY OF CALIFORNIA N.A. AS TRUSTEE FOR VENDEE MORTGAGE TRUST 2002-1 WITHOUT RE COURSE EXCEPT AS PROVIDED IN A POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2002 | |
| DEFENDANT/S/ RALPH V. TORMEY & OCCUPANTS | |
| COURT NUMBER | |
| TYPE OF WRIT OR COMPLAINT ejection | |

| | |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| SERVE  | NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OCCUPANT(S) (TORMEY) |
| ADDRESS (Street or Road, Apartment No., City, Boro, Twp., State and ZIP Code) 13 North Fifth Street, Clearfield, PA 16830 | |

| | | |
|------------------------------------------------------------------------------------------|--|--|
| SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE: | | |
|------------------------------------------------------------------------------------------|--|--|

| | | |
|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------|
| SIGNATURE OF ATTORNEY  | TELEPHONE NUMBER (215) 627-1322 | DATE February 26, 2003 |
|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------|

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| ADDRESS OF ATTORNEY GOLDBECK McCAFFERTY & McKEEVER Suite 500 – The Bourse Bldg. 111 S. Independence Mall East Philadelphia, PA 19106 | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

GOLDBECK McCAFFERTY & McKEEVER

BY: Joseph A. Goldbeck, Jr.

Attorney I.D. #16132

Suite 5000 Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-825-6321

Attorney for Plaintiff

BANKERS TRUST COMPANY OF
CALIFORNIA N.A. AS TRUSTEE FOR
VENDEE MORTGAGE TRUST
7105 Corporate Drive
PTX B-35
Plano, TX 75024-3632

Plaintiff

vs.

RALPH V. TORMEY
13 North Fifth Street
Clearfield, PA 16830

Defendant

IN THE COURT OF COMMON
PLEAS
OF CLEARFIELD COUNTY

Docket No. 03-300-CD

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above case Settled, Discontinued and Ended upon payment of your costs only.



JOSEPH A. GOLDBECK, JR., ESQUIRE

FILED *No cc*
7/12/07 10:34 AM
JUN 27 2007 *No Certificate*
(M) *Requested*
William A. Shaw
Prothonotary/Clerk of Courts