

Q3-524-CD  
Bank of New York vs. William W. Albright, et al

Date: 06/24/2005

**Clearfield County Court of Common Pleas**

User: CROWLES

Time: 08:42 AM

**ROA Report**

Page 1 of 2

Case: 2003-00524-CD

Current Judge: Fredric Joseph Ammerman

Bank of New York as Trustee vs. William W. Albright Jr., Colleen C. Albright

**Mortgage Foreclosures**

Date		Judge
04/09/2003	✓ Filing: Civil Complaint Mortgage Foreclosure (Property located in Brisbin) Paid by: Federman & Phelan Receipt number: 1858467 Dated: 04/09/2003 Amount: \$85.00 (Check) 4 CC to Sheriff.	No Judge
06/04/2003	✓ Filing: Reissue Writ/Complaint Paid by: Federman & Phelan Receipt number: 1861074 Dated: 06/04/2003 Amount: \$7.00 (Check) 1 cc and 2 Complaint to Shff.  ✓ Sheriff's Return: Now, June 3, 2003 after diligent search Complaint returned "not served, time expired" Shff. Hawkins \$34.00 and Surcharge \$40.00 Paid by Atty.	No Judge
07/25/2003	✓ Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
08/20/2003	✓ Filing: Judgment Paid by: Federman & Phelan Receipt number: 1864992 Dated: 08/20/2003 Amount: \$20.00 (Check) Judgment entered against defendant in the Amount 70,316.89 Notice to Defendants & Statement to Atty.  ✓ Filing: Writ of Execution / Possession Paid by: Federman & Phelan Receipt number: 1864992 Dated: 08/20/2003 Amount: \$20.00 (Check) 1 CC and 6 Writs to Shff w/property description.	No Judge
10/22/2003	✓ Affidavit Pursuant To Rule 3129.1 and Return of Service Pursuant to Pa. R.C.P. 405 Of Notice Of Sale. filed by s/Frank Federman, Esquire no cc  ✓ Affidavit of Service, Notice of Sheriff's Sale, upon Colleen C. Albright and William W. Albright, Jr. No CC	No Judge
02/05/2004	Miscellaneous Payment: Sheriff's Acknowledgment Paid by: Chester A. Hawkins, Sheriff Receipt number: 1873304 Dated: 02/05/2004 Amount: \$5.00 (Check)  ✓ Sheriff Return, Papers served on Defendant(s). Now, February 5, 2004, return Writ as a sale being held on the property of the Defendants. The property was purchased by the Plaintiff for \$1.00 + costs. So Answers, Chester A. Hawkins, Sheriff by s/Cynthia Butler-Aughenbaugh	No Judge
08/11/2004	✓ Motion For Equitable Conversion and to Confirm Sheriff's Sale, Nunc Pro Tunc, filed by Atty. Shah-Jani no Cert. copies Cert. of Service, filed.	No Judge
08/12/2004	✓ Certificate of Service, Motion for Equitable Conversion to Real Property, and to Confirm Sheriff's Sale, Nunc Pro Tunc, Tule, and Brief in Support thereof, was served by regular mail on: William W. Albright, Jr & Colleen C. Albright (232 Bigler St. a/k/a PO Box 232 Bigler Street, Brisbin, PA 16620; c/o Penn Sales 832 Sarah St., Osceola Mills, PA 16666; 518 1/2 Good St, Houtzdale, PA 16651; SCI Rockview, Box A, Bellefonte, PA 16823) AND N BOC (PO Box 400, 600 Philadelphia Street, Indiana, PA 15701) Filed by s/Sheetal R. Shah-Jani, Esquire. No cc	No Judge
08/13/2004	✓ Rule, AND NOW, this 13th day of August 2004, a Rule is entered upon the Fredric Joseph Ammerman Defendants, to show cause why an Order should not be entered granting Plaintiff's Motion for Equitable Conversion, and to Confirm Sheriff's Sale, Nunc Pro Tunc. Rule Returnable on the 8th day of September 2004, at 10:30 p.m. in the Main Courtroom of the Clfd. Co. Courthouse. BY THE COURT, /s/ Fredric J. Ammerman, President Judge.	No Judge

Current Judge: Fredric Joseph Ammerman

Bank of New York as Trustee vs. William W. Albright Jr., Colleen C. Albright

## Mortgage Foreclosures

Date	Judge	
08/20/2004	Certificate of Service, Rule to Show Cause entered August 13, 2004, up on William W. & Colleen C. Albright (2320Bigler St, a/k/a PO Box 232 Bigler St., Brisbin, PA 16620; 5181 1/2 Good St., Houtzdale, PA 16651; c/o Penn Sales, 832 Sarah St., Osceola Mills, PA 16666; 821 Grace Street, Houtzdale, PA 16651) and N BOC (PO Box 400, 600 Philadelphia Street, Indiana, PA 15701), Filed by s/Sheetal R. Shah-Jani, Esq., 1 cc Atty	Fredric Joseph Ammerman
09/08/2004	✓ Order AND NOW, this 8th day of Sept. 2004 upon consideration of Plaintiff's Fredric Joseph Ammerman Motion for Equitable Conversion and Confirmation of Sheriff's Sale, Nunc Pro Tunc, and any response thereto it is hereby Ordered and Decreed that the property at 232 Bigler Street Brisbin PA 16620 be assessed henceforth as one parcel of real estate upon which improvement is permanently affixed. It is further ORDERED and DECREED that said property is equitably converted to real estate by way of this motion and not subject to separation from land, and the Sheriff's Sale of the aforementioned property held on Dec. 5, 2003 is confirmed, nunc pro tunc. S/FJA 1 CC to Atty.	
05/24/2005	✓ Motion For Transfer of Title, filed by s/ Michele M. Bradford, Esquire. No CC	Fredric Joseph Ammerman
05/26/2005	✓ Rule, AND NOW, this 26th day of May, 2005, a Rule is entered upon the Defendants and interested parties, to show cause why an Order should not be entered granting Plaintiff's Motion for Transfer of Title. Rule Returnable on the 22nd day of June, 2005 at 1:30 p.m. in the Main Courtroom of the Clfd. Co. Courthouse. BY THE COURT, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Federman	Fredric Joseph Ammerman
06/06/2005	✓ Certificate of Service, Rule Scheduling a Rule Returnable for June 22, 2005 at 1:30 p.m. served upon Defendants and interested parties. Filed By Michele M. Bradford, Esq.	Fredric Joseph Ammerman
06/22/2005	Order, this 22nd day of June, 2005, upon consideration of Plaintiff's Motion for Transfer of Title, ORDERED that ownership of the 1996 Champion Sovereign is awarded to Countrywide Home Loans, Inc, and the right, title and interest of any other person to said vehicle is hereby extinguished (see original). /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty Lhota	Fredric Joseph Ammerman

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

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV, PTX-B35  
PLANO, TX 75024-3632

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

v.

TERM

NO. 03-524-CJ

CLEARFIELD COUNTY

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

Defendant(s)

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

**NOTICE**

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

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

**FILED**

APR 09 2003

Loan #: 5408886

William A. Shaw  
Prothonotary

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

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

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

1. Plaintiff is

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV,PTX-B35  
PLANO, TX 75024-3632

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

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

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

3. On 12/12/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to AMERICAN WHOLESALE LENDER which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1895, Page 252. By Assignment of Mortgage recorded 07/15/98 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. VD 1951, Page 74.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/02 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$62,388.01
Interest	4,355.00
04/01/02 through 03/01/03 (Per Diem \$13.00)	
Attorney's Fees	1,000.00
Cumulative Late Charges 12/12/97 to 03/01/03	114.40
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$68,407.41
Escrow	
Credit	339.52
Deficit	0.00
Subtotal	<u>(\$ 339.52)</u>
<b>TOTAL</b>	<b>\$68,067.89</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$68,067.89, together with interest from 03/01/03 at the rate of \$13.00 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

  
 FEDERMAN AND PHELAN, LLP  
 By: /s/ Francis S. Hallinan  
 FRANK FEDERMAN, ESQUIRE  
 LAWRENCE T. PHELAN, ESQUIRE  
 FRANCIS S. HALLINAN, ESQUIRE  
 Attorneys for Plaintiff

ALL THOSE CERTAIN PIECES OR PARCELS OF GROUND SITUATE IN BRISBIN BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

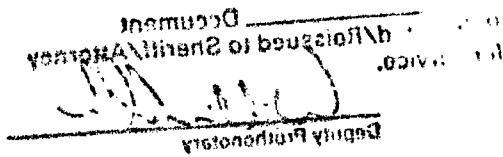
THE FIRST THEREOF: BEGINNING AT THE SOUTHWEST CORNER OF BIGLER STREET AND RUSS AVENUE; THENCE ALONG BIGLER STREET ONE HUNDRED FIFTY (150') FEET TO LOCUST ALLEY; THENCE ALONG LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE ALONG MINK ALLEY ONE HUNDRED FIFTY (150') FEET TO RUSS AVENUE; THENCE ALONG RUSS AVENUE ONE HUNDRED FIFTY (150') FEET TO PLACE OF BEGINNING. CONTAINING THREE (3) LOTS.

BEING FURTHER IDENTIFIED BY CLEARFIELD COUNTY MAP ASSESSMENT NUMBER 1-M14-332-00003.

BEING THE SAME PREMISES IDENTIFIED AS THE SECOND THEREOF AS WAS CONVEYED UNTO GRANTORS BY DEED OF JOHN M. BERENBROK, ET UX, DATED MAY 6, 1974 AND ENTERED FOR RECORD IN CLEARFIELD COUNTY DEED BOOK VOLUME 680, PAGE 247 ON MAY 24, 1974.

THE SECOND THEREOF: BEGINNING AT THE SOUTHEAST CORNER OF BIGLER STREET, AND NOW VACATED LOCUST ALLEY; THENCE IN A SOUTHWESTERLY DIRECTION AND THE EASTERN SIDE OF LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE IN A NORTHWESTERLY DIRECTION ALONG MINK ALLEY TEN (10') FEET TO THE CENTER OF NOW VACATED LOCUST ALLEY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF NOW VACATED LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO THE SOUTHERN SIDE OF BIGLER STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG BIGLER STREET TEN (10') FEET TO POINT AND PLACE OF BEGINNING.

PROPERTY ADDRESS: 232 BIGLER STREET A/K/A P.O. BOX 232 BIGLER STREET



VERIFICATION

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

Michael D. Vestal

DATE: 04/02/03

10-4-03 Document  
Reinstated/~~Reissued~~ to Sheriff/Attorney  
for service.  
C. J. H. [Signature]  
Deputy Prothonotary

**FILED**  
M 1 11:16 88 pd 85.00  
APR 09 2003 \$CC to Sheriff  
1 CC to Atty

William A. Shaw  
Prothonotary

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

Attorney for Plaintiff

THE BANK OF NEW YORK, AS : COURT OF COMMON PLEAS  
TRUSTEE

Plaintiff : CIVIL DIVISION

vs.

WILLIAM W. ALBRIGHT, JR. : Clearfield County  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT : No. 03-524-CD

Defendants

**PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE**

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure  
with reference to the above captioned matter.

  
\_\_\_\_\_  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Date: June 3, 2003

CDC, Svc Dept.

**FILED**

JUN 04 2003

William A. Shaw  
Prothonotary

FILED

Aug 14 2003

ST 7:00  
m 111:21 7:00  
JUN 04 2003

1 cc ~~complaint~~

re-instate to shs

William A. Shaw  
Prothonotary

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

THE BANK OF NEW YORK

VS.

ALBRIGHT, WILLIAM W. JR. & COLLEEN C.

Sheriff Docket #

13918

03-524-CD

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JUNE 3, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO WILLIAM W. ALBRIGHT JR., & COLLEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT, DEFENDANTS. THE PROPERTY AT 232 BIGLER ST., a/k/a PO BOX 232 BIGLER ST., BRISBIN, PA. IS VACANT.

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**Return Costs**

Cost	Description
34.00	SHERIFF HAWKINS PAID BY: atty ck# 270566
40.00	SURCHARGE PAID BY: atty ck# 270565 & 272055

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Sworn to Before Me This

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

So Answers,

Chester A. Hawkins  
My Deputy Sheriff  
Chester A. Hawkins  
Sheriff

FILED  
JUN 11 2003 NO CC  
JUN 04 2003

William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQ., Id. No. 12248  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
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THE BANK OF NEW YORK AS TRUSTEE  
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PLANO, TX 75024-3632

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff  
v.

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COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

TERM  
NO. 03-524-CD  
CLEARFIELD COUNTY

Defendant(s)

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

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CLEARFIELD COUNTY  
I hereby certify this to be a true and attested copy of the original statement filed in this case. DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

APR 09 2003

Attest.

William L. Ober  
Loan #: 54088800  
Prothonotary/  
Clerk of Courts

We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
FEDERMAN AND PHELAN

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THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV,PTX-B35  
PLANO, TX 75024-3632

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

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COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
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(Per Diem \$13.00)	
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<b>TOTAL</b>	<b>\$68,067.89</b>

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- Defendant(s) have failed to meet with the Plaintiff or an authorized Credit Counseling Agency in accordance with Plaintiff's written Notice to Defendants; or
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WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$68,067.89, together with interest from 03/01/03 at the rate of \$13.00 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

By: /s/Francis S. Hallinan  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

ALL THOSE CERTAIN PIECES OR PARCELS OF GROUND SITUATE IN BRISBIN BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT THE SOUTHWEST CORNER OF BIGLER STREET AND RUSS AVENUE; THENCE ALONG BIGLER STREET ONE HUNDRED FIFTY (150') FEET TO LOCUST ALLEY; THENCE ALONG LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE ALONG MINK ALLEY ONE HUNDRED FIFTY (150') FEET TO RUSS AVENUE; THENCE ALONG RUSS AVENUE ONE HUNDRED FIFTY (150') FEET TO PLACE OF BEGINNING. CONTAINING THREE (3) LOTS.

BEING FURTHER IDENTIFIED BY CLEARFIELD COUNTY MAP ASSESSMENT NUMBER 1-M14-332-00003.

BEING THE SAME PREMISES IDENTIFIED AS THE SECOND THEREOF AS WAS CONVEYED UNTO GRANTORS BY DEED OF JOHN M. BERENBROK, ET UX, DATED MAY 6, 1974 AND ENTERED FOR RECORD IN CLEARFIELD COUNTY DEED BOOK VOLUME 680, PAGE 247 ON MAY 24, 1974.

THE SECOND THEREOF: BEGINNING AT THE SOUTHEAST CORNER OF BIGLER STREET, AND NOW VACATED LOCUST ALLEY; THENCE IN A SOUTHWESTERLY DIRECTION AND THE EASTERN SIDE OF LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE IN A NORTHWESTERLY DIRECTION ALONG MINK ALLEY TEN (10') FEET TO THE CENTER OF NOW VACATED LOCUST ALLEY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF NOW VACATED LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO THE SOUTHERN SIDE OF BIGLER STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG BIGLER STREET TEN (10') FEET TO POINT AND PLACE OF BEGINNING.

PROPERTY ADDRESS: P.O. BOX 232 BIGLER STREET

VERIFICATION

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

*Michael D. Vestal*

DATE: 04/02/03

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

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV, PTX-B35  
PLANO, TX 75024-3632

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

v.

TERM

NO. 03-524-C

CLEARFIELD COUNTY

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

Defendant(s)

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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I hereby certify this to be a true and attested copy of the original statement filed in this case. CLEARFIELD COUNTY  
and attested copy of the original CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830

(814) 765-2641

APR 09 2003

Attest.

Loan #: 5408866  
William L. Chen  
Prothonotary/  
Clerk of Courts

We hereby certify the  
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original filed of record  
FEDERMAN AND PHELAN

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1. Plaintiff is

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV,PTX-B35  
PLANO, TX 75024-3632

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

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

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

3. On 12/12/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to AMERICAN WHOLESALE LENDER which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1895, Page 252. By Assignment of Mortgage recorded 07/15/98 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. VD 1951, Page 74.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/02 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$62,388.01
Interest	4,355.00
04/01/02 through 03/01/03	
(Per Diem \$13.00)	
Attorney's Fees	1,000.00
Cumulative Late Charges	114.40
12/12/97 to 03/01/03	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$68,407.41
Escrow	
Credit	339.52
Deficit	<u>0.00</u>
Subtotal	<u>(\$ 339.52)</u>
<b>TOTAL</b>	<b>\$68,067.89</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$68,067.89, together with interest from 03/01/03 at the rate of \$13.00 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

By: /s/Francis S. Hallinan  
 FRANK FEDERMAN, ESQUIRE  
 LAWRENCE T. PHELAN, ESQUIRE  
 FRANCIS S. HALLINAN, ESQUIRE  
 Attorneys for Plaintiff

ALL THOSE CERTAIN PIECES OR PARCELS OF GROUND SITUATE IN BRISBIN BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT THE SOUTHWEST CORNER OF BIGLER STREET AND RUSS AVENUE; THENCE ALONG BIGLER STREET ONE HUNDRED FIFTY (150') FEET TO LOCUST ALLEY; THENCE ALONG LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE ALONG MINK ALLEY ONE HUNDRED FIFTY (150') FEET TO RUSS AVENUE; THENCE ALONG RUSS AVENUE ONE HUNDRED FIFTY (150') FEET TO PLACE OF BEGINNING. CONTAINING THREE (3) LOTS.

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PROPERTY ADDRESS: 232 BIGLER STREET A/K/A P.O BOX 232 BIGLER STREET

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

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PLANO, TX 75024-3632

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

v.

TERM

NO. 03-524-C

CLEARFIELD COUNTY

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COLLEEN ALBRIGHT  
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Defendant(s)

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

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

(814) 765-2641

APR 09 2003

Attest.

William L. Chase  
Loan #: 5408886  
Prothonotary/  
Clerk of Courts

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PLANO, TX 75024-3632

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PROPERTY ADDRESS: P.O. BOX 232 BIGLER STREET

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DATE: 04/02/03

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PHILADELPHIA, PA 19103  
(215) 563-7000

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV, PTX-B35  
PLANO, TX 75024-3632

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff  
v.

TERM  
NO. 03-524-CD

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
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CLEARFIELD COUNTY

Defendant(s)

CIVIL ACTION - LAW  
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APR 09 2003

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
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*William L. Chay*  
Prothonotary/  
Clerk of Courts

Loan #: 5408886

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1. Plaintiff is

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV,PTX-B35  
PLANO, TX 75024-3632

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

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
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Escrow	
Credit	339.52
Deficit	0.00
Subtotal	<u>(\$ 339.52)</u>
<b>TOTAL</b>	<b>\$68,067.89</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$68,067.89, together with interest from 03/01/03 at the rate of \$13.00 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

By: /s/Francis S. Hallinan  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

ALL THOSE CERTAIN PIECES OR PARCELS OF GROUND SITUATE IN BRISBIN BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT THE SOUTHWEST CORNER OF BIGLER STREET AND RUSS AVENUE; THENCE ALONG BIGLER STREET ONE HUNDRED FIFTY (150') FEET TO LOCUST ALLEY; THENCE ALONG LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE ALONG MINK ALLEY ONE HUNDRED FIFTY (150') FEET TO RUSS AVENUE; THENCE ALONG RUSS AVENUE ONE HUNDRED FIFTY (150') FEET TO PLACE OF BEGINNING. CONTAINING THREE (3) LOTS.

BEING FURTHER IDENTIFIED BY CLEARFIELD COUNTY MAP ASSESSMENT NUMBER 1-M14-332-00003.

BEING THE SAME PREMISES IDENTIFIED AS THE SECOND THEREOF AS WAS CONVEYED UNTO GRANTORS BY DEED OF JOHN M. BERENBROK, ET UX, DATED MAY 6, 1974 AND ENTERED FOR RECORD IN CLEARFIELD COUNTY DEED BOOK VOLUME 680, PAGE 247 ON MAY 24, 1974.

THE SECOND THEREOF: BEGINNING AT THE SOUTHEAST CORNER OF BIGLER STREET, AND NOW VACATED LOCUST ALLEY; THENCE IN A SOUTHWESTERLY DIRECTION AND THE EASTERN SIDE OF LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE IN A NORTHWESTERLY DIRECTION ALONG MINK ALLEY TEN (10') FEET TO THE CENTER OF NOW VACATED LOCUST ALLEY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF NOW VACATED LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO THE SOUTHERN SIDE OF BIGLER STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG BIGLER STREET TEN (10') FEET TO POINT AND PLACE OF BEGINNING.

PROPERTY ADDRESS: P.O. BOX 232 BIGLER STREET

VERIFICATION

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

*Michael D. Vestal*

DATE: 04/02/03

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

THE BANK OF NEW YORK

VS.

ALBRIGHT, WILLIAM W. JR. & COLLEEN C.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 13918

03-524-CD

**SHERIFF RETURNS**

NOW JUNE 6, 2003 AT 10:42 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM W. ALBRIGHT JR., DEFENDANT AT EMPLOYMENT, PENN SALES, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM ALBRIGHT JR. 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 JUNE 5, 2003, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON COLLEN C. ALBRIGHT, DEFENDANT.

NOW JUNE 16, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON COLLEEN C. ALBRIGHT, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

---

**Return Costs**

Cost	Description
39.60	SHERIFF HAWKINS PAID BY: ATTY CK# 279244
20.00	SURCHARGE PAID BY: ATTY
22.00	CENTRE COUNTY SHERIFF PAID BY: ATTY.

---

Sworn to Before Me This

25<sup>th</sup> Day Of July, 2003

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

So Answers,

Chester Hawkins  
by Marlyn Harry  
Chester A. Hawkins  
Sheriff

**FILED** *no*  
*03-4681* *cc*  
**JUL 25 2003** *Q*  
William A. Shaw  
Prothonotary/Clerk of Courts

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do Not detach any copies.

1. Plaintiff(s)	2. Case Number
<u>The Bank of New York</u>	<u>03-524-CD</u>
3. Defendant(s)	4. Type of Writ or Complaint:
<u>Colleen C. Albright, et al</u>	<u>Complaint in Mortgage Forel.</u>
SERVE → AT	<p>5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>Colleen C. Albright</u></p> <p>6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>SCI Rockview, Box A, Bellefonte, PA</u></p>
7. Indicate unusual service:	<input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of \_\_\_\_\_ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. \_\_\_\_\_

Sheriff of Centre County

### 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
	12. Signature	

### SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title      14. Date Filed      15. Expiration/Hearing Date

### TO BE COMPLETED BY SHERIFF

16. Served and made known to Colleen C. Albright on the 16<sup>th</sup> day of June,  
20 03, at 8:23 o'clock, A m., at Centre County Sheriff's Office, Bellefonte, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.

- Adult family member with whom said Defendant(s) resides(s). Relationship is \_\_\_\_\_
- Adult in charge of Defendant's residence.
- Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- Agent or person in charge of Defendant's office or usual place of business.
- \_\_\_\_\_ and officer of said Defendant company.
- Other \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

- Moved    Unknown    No Answer    Vacant    Other \_\_\_\_\_

Remarks:

Advance Costs <u>\$7500</u>	Docket <u>900</u>	Service <u>900</u>	Sur Charge <u>—</u>	Affidavit <u>250</u>	Mileage <u>—</u>	Postage <u>.50</u>	Misc. <u>100</u>	Total Costs <u>\$2200</u>	Costs Due or Refund <u>\$5300</u>
--------------------------------	----------------------	-----------------------	------------------------	-------------------------	---------------------	-----------------------	---------------------	------------------------------	--------------------------------------

17. AFFIRMED and subscribed to before me this 18

20. day of June 20 03

23. Colleen Peters  
Notary Seal  
Corinne Peters, Notary Public  
Bellefonte Boro, Centre County  
My Commission Expires Sept. 5, 2005

So Answered

18. Signature of Dep. Sheriff

Monica M. McCloskey

19. Date

6-16-03

21. Signature of Sheriff

22. Date

SHERIFF OF CENTRE COUNTY

Amount Pd.      Page

24. I ACKNOWLEDGE RECEIVED AND SIGN THIS RETURN SIGNATURE  
OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received

SHERIFF'S OFFICE WORK SHEET

# 965

Deputy assigned D.H. Date assigned June 9<sup>th</sup> -03 Last Day July 2<sup>nd</sup>  
DEFENDANT (S) Complainant in  
Colleen Albright Type of Writ Mort. Foreclosure  
address Worms AT Order # 03-524-CD  
S.C. I Rockview  
Page # 2378-RA

PLAINTIFF THE BANK of New York Date Served \_\_\_\_\_

Action Taken

Date/Time

6/10/03 @ 1030hrs Contacted Def. who stated she had filed bankruptcy  
in Feb. 2003 - She will contact her attorney OK  
6-16-03 @ 8:23 AM Served Colleen Albright at office VM

Miscellaneous Information



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

#965

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

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

Pg.13918

THE BANK OF NEW YORK

TERM & NO. 03-524-CD

VS

DOCUMENT TO BE SERVED:

WILLIAM W. ALBRIGHT JR. al

COMPLAINT IN MORTGAGE FORECLOSURE

**SERVE BY:** 07/04/2003

**MAKE REFUND PAYABLE TO:** FEDERMAN & PHELAN, ATTORNEYS

**SERVE:** COLLEEN C. ALBRIGHT a/k/a COLLEEN ALBRIGHT

**ADDRESS:** WORK: SCI ROCKVIEW, dayshift

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 5th Day of JUNE 2003

Respectfully

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

PA 2378 PA  
PA 75-02

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1  
7105 CORPORATE DRIVE  
PLANO, TX 75024-3632

No.: 03-524-CD

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT  
232 BIGLER STREET  
A/K/A P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against WILLIAM W. ALBRIGHT, JR. and COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$68,067.89
Interest (3/1/03 to 8/20/03)	<u>2,249.00</u>
<b>TOTAL</b>	<b>\$70,316.89</b>

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: August 20, 2003

  
PRO PROTHY

MLD

FILED

AUG 20 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**  
**CIVIL ACTION - LAW**

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

No.: 03-524-CD

Plaintiff

vs.

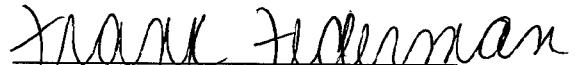
WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on August 20, 2003.

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

If you have any questions concerning this matter please contact:

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

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

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

ATTORNEY FOR PLAINTIFF

THE BANK OF NEW YORK, AS TRUSTEE : COURT OF COMMON PLEAS  
Plaintiff : CIVIL DIVISION  
Vs. : CLEARFIELD COUNTY  
WILLIAM W. ALBRIGHT, JR. : NO. 03-524-CD  
COLLEEN C. ALBRIGHT A/K/A COLLEEN  
ALBRIGHT : Defendants

TO: COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT  
SCI ROCKVIEW, BOX A  
BELLEFONTE, PA 16823

**DATE OF NOTICE: JULY 8, 2003**

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

**IMPORTANT NOTICE**

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

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

---

FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

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

ATTORNEY FOR PLAINTIFF

THE BANK OF NEW YORK, AS TRUSTEE : COURT OF COMMON PLEAS  
Plaintiff : CIVIL DIVISION  
Vs. : CLEARFIELD COUNTY  
WILLIAM W. ALBRIGHT, JR. : NO. 03-524-CD  
COLLEEN C. ALBRIGHT A/K/A COLLEEN  
ALBRIGHT  
Defendants

FILE COPY

TO: WILLIAM W. ALBRIGHT, JR.  
C/O PENN SALES  
832 SARAH STREET  
OSCEOLA MILLS, PA 16666

DATE OF NOTICE: JULY 8, 2003

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

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

---

FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
IDENTIFICATION NO. 12248  
ONE PENN CENTER AT SUBURBAN STATION  
1617 JOHN F. KENNEDY BLVD., SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

CLEARFIELD COUNTY  
No.: 03-524-CD

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

**VERIFICATION OF NON-MILITARY SERVICE**

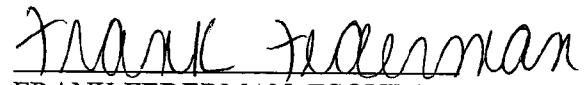
FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

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

(b) that defendant, WILLIAM W. ALBRIGHT, JR., is over 18 years of age, and resides at PENN SALES, 832 SARAH STREET, OSCEOLA MILLS, PA 16666 .

(c) that defendant, COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT, is over 18 years of age, and resides at 518 1/2 GOOD STREETS, HOUTZDALE, PA 16651.

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

  
FRANK FEDERMAN, ESQUIRE

**FILED** Aug 20 2003  
AUG 20 2003  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to Atty  
Notice to each Def.

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

---

**THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1**

---

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

**No. 03-524-CD**

**vs.**

---

**WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT**

---

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	<u>\$70,316.89</u>
Interest from 8/20/03 to	and Costs.
Date of Sale (\$11.56 per diem)	<u>132.00</u> <i>Prothonotary Costs</i>

*Frank Federman*  
Frank Federman, Esquire  
Attorney for Plaintiff  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

MLD

**FILED**

**AUG 20 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

No. 03-524-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

---

PRAECEIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

PROTHONOTARY/Clerk of Courts  
William A. Shaw  
Aug 20 2003  
11C-10375-A  
M/3/15 AM  
FILED  
Aug 20, 2003  
Clerk of Courts  
for the Commonwealth of Pennsylvania

Mark Holman  
Attorney for Plaintiff(s)

Address: PENN SALES, 832 SARAH STREET, OSCEOLA MILLS, PA 16666  
518 1/2 GOOD STREETS, HOUTZDALE, PA 16651  
Where papers may be served.

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

---

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

---

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 03-524-CD

vs.

---

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

---

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: **232 BIGLER STREET A/K/A P.O. BOX 232 BIGLER STREET, BRISBIN, PA 16620**

(See legal description attached.)

Amount Due	<u>\$70,316.89</u>
Interest from 8/20/03 to Date of Sale (\$11.56 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed. <i>132.00 Prothonotary Costs</i>

Dated 8/20/03  
(SEAL)

---

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy

MLD

No. 03-524-CD

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

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES 1906-1

VS.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

Mark Federman  
Attorney for Plaintiff

Address: **PENN SALES, 832 SARAH STREET, OSCEOLA MILLS, PA 16666**  
**518 1/2 GOOD STREETS, HOUTZDALE, PA 16651**  
Where papers may be served.

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

ALL THAT CERTAIN PIECES OR PARCELS OF GROUND SITUATE IN BRISBIN BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT THE SOUTHWEST CORNER OF BIGLER STREET AND RUSS AVENUE; THENCE ALONG BIGLER STREET ONE HUNDRED FIFTY (150') FEET TO LOCUST ALLEY; THENCE ALONG LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE ALONG MINK ALLEY ONE HUNDRED FIFTY (150') FEET TO RUSS AVENUE; THENCE ALONG RUSS AVENUE ONE HUNDRED FIFTY (150') FEET TO THE PLACE OF BEGINNING. CONTAINING THREE (3) LOTS.

BEING FURTHER IDENTIFIED BY CLEARFIELD COUNTY MAP ASSESSMENT NUMBER 1-M14-332-00003.

BEING THE SAME PREMISES IDENTIFIED AS THE SECOND THEREOF AS WAS CONVEYED UNTO GRANTORS BY DEED OF JOHN M. BERENBROK, ET UX, DATED MAY 6, 1974 AND ENTERED FOR RECORD IN CLEARFIELD COUNTY DEED BOOK VOLUME 680, PAGE 247 ON MAY 24, 1974.

THE SECOND THEREOF: BEGINNING AT THE SOUTHEAST CORNER OF BIGLER STREET, AND NOW VACATED LOCUST ALLEY; THENCE IN A SOUTHWESTERLY DIRECTION AND THE EASTERN SIDE OF LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE IN A NORTHWESTERLY DIRECTION ALONG MINK ALLEY ON (10') FEET TO THE CENTER OF NOW VACATED LOCUST ALLEY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF NOW LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO THE SOUTHERN SIDE OF BIGLER STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG BIGLER STREET TEN (10') FEET TO POINT AND PLACE OF BEGINNING.

BEING THE EASTERN ONE-HALF (1/2) OF LOCUST ALLEY AS WAS VACATED BY BRISBIN BOROUGH ORDINANCE NUMBER 1993-1, ADOPTED BY BRISBIN BOROUGH ON FEBRUARY 4, 1993. UPON ADOPTION OF SAID ORDINANCE, THE PREMISES BECAME VESTED IN GRANTORS HEREIN UNDER THE LAWS OF PENNSYLVANIA GOVERNING THE VACATION OF STREETS AND ALLEYS BY ORDINANCE OF BOROUGH COUNCILS.

Vested by Deed, dated 10/2/95, given by John M. Berenbrok and Anna M. Berenbrok, his wife to William W. Albright, Jr. and Colleen Albright, his wife and recorded 10/4/95 in Book: 1709 Page: 62

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

CLEARFIELD COUNTY

No.: 03-524-CD

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

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

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets  
forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the  
real property located at 232 BIGLER STREET A/K/A P.O. BOX 232 BIGLER STREET, BRISBIN, PA 16620:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
WILLIAM W. ALBRIGHT, JR.	PENN SALES, 832 SARAH STREET OSCEOLA MILLS, PA 16666
COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT	518 1/2 GOOD STREETS HOUTZDALE, PA 16651

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

SAME AS ABOVE

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

August 19, 2003

CLEARFIELD COUNTY

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

No.: 03-524-CD

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

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

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at 232 BIGLER STREET A/K/A P.O. BOX 232 BIGLER STREET, BRISBIN, PA 16620:

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

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

None.

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

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

U.S. BANK NATIONAL ASSOCIATION ND	4325 17 <sup>TH</sup> AVE. FARGO, ND 58103
-----------------------------------	---

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PA	1067 PENNSYLVANIA AVENUE TYRONE, PA 16686
--	--

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

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

None.

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

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

Clearfield County Domestic Relations	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
--------------------------------------	--

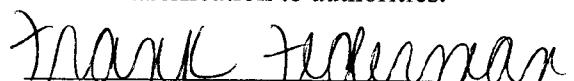
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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

Commonwealth of Pennsylvania Department of Welfare	PO Box 2675 Harrisburg, PA 17105
---	-------------------------------------

Tenant/Occupant BIGLER STREET	232 BIGLER STREET A/K/A P.O. BOX 232 BRISBIN, PA 16620
----------------------------------	---

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

August 19, 2003

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

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

THE BANK OF NEW YORK AS  
TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT SERIES  
1906-1

No.: 03-524-CD

CLEARFIELD COUNTY

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

CERTIFICATION

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

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

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING      No.: 03-524-CD  
AGREEMENT SERIES 1906-1

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

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

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

232 BIGLER STREET A/K/A P.O. BOX 232 BIGLER STREET, BRISBIN, PA 16620.

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

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

**FILED**

OCT 22 2003

  
\_\_\_\_\_  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

William A. Shaw  
Prothonotary

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

CLEARFIELD COUNTY

No.: 03-524-CD

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

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

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 232 BIGLER STREET A/K/A P.O. BOX 232 BIGLER STREET, BRISBIN, PA 16620:

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

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

None.

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

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

U.S. BANK NATIONAL ASSOCIATION ND	4325 17 <sup>TH</sup> AVE. FARGO, ND 58103
-----------------------------------	---

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO OF PA	1067 PENNSYLVANIA AVENUE TYRONE, PA 16686
--	--

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

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

None.

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

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

Clearfield County Domestic Relations	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
--------------------------------------	--

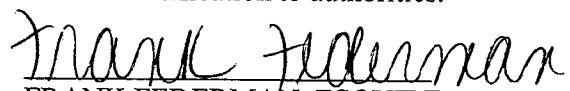
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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

Commonwealth of Pennsylvania Department of Welfare	PO Box 2675 Harrisburg, PA 17105
---	-------------------------------------

Tenant/Occupant BIGLER STREET	232 BIGLER STREET A/K/A P.O. BOX 232 BRISBIN, PA 16620
----------------------------------	---

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

August 19, 2003

Name and  
Address  
Of Sender

FEDERMAN AND PHELAN, LLP  
One Penn Center at Suburban Station  
Philadelphia, PA 19103-1814      Dan G. Trautz/MLD

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	WILLIAM W. ALBRIGHT, JR.	Tenant/Occupant, 232 BIGLER STREET A/K/A P.O. BOX 232 BIGLER STREET, BRISBIN, PA 16620		
2	5408886	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4		U.S. BANK NATIONAL ASSOCIATION ND 4325 17 <sup>TH</sup> AVE, FARGO, ND 58103		
5		BENEFICIAL CONSUMER DISCOUNT COMPANY DB/A BENEFICIAL MORTGAGE CO OF PA 1067 PENNSYLVANIA AVENUE TYRONE, PA 16686		
6				
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11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000.00 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.

September 18, 2003

**THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1**

**vs.**

**WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT**

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

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

**OWNER(S): WILLIAM W. ALBRIGHT, JR. and COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT**

**PROPERTY: 232 BIGLER STREET A/K/A P.O. BOX 232 BIGLER STREET, BRISBIN, PA  
16620**

Improvements: Residential dwelling

Judgment Amount: **\$70,316.89**

**CLEARFIELD COUNTY  
No. 03-524-CD**

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on NOVEMBER 7, 2003, at the Clearfield County Courthouse, 1 North 2<sup>nd</sup> Street, Suite 116, Clearfield, PA 16830 at 10:00 A.M.

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

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

**FILED**

*m  
11/05/03  
noce*

OCT 22 2003

*W.A.S.*

William A. Shaw  
Prothonotary

AFFIDAVIT OF SERVICE  
CLEARFIELD COUNTY

PLAINTIFF  
THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

ACCT. #5408886

DEFENDANT  
WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

COURT NO.: 03-524-CD

SERVE COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT AT:  
518 1/2 GOOD STREETS  
HOOTZDALE, PA 16651

TYPE OF ACTION  
XX Notice of Sheriff's Sale  
SALE DATE: NOVEMBER 7, 2003

SERVED

Served and made known to Colleen C. Albright, Defendant on the 01 day of October, 200 3, at 8:03, o'clock P. M., at 518 1/2 Good st., Houtzdale, 16651, Commonwealth of Pennsylvania, in the manner described below:

Defendant personally served.

Adult family member with whom Defendant(s) reside(s).

Relationship is Boyfriend.

Adult in charge of Defendant's residence who refused to give name or relationship.

Manager/Clerk of place of lodging in which Defendant(s) reside(s).

Agent or person in charge of Defendant's office or usual place of business.

an officer of said Defendant's company.

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

Description: Age 35 Height 5'5" Weight 150 Race W Sex M Other \_\_\_\_\_

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

Sworn to and subscribed  
before me this 9th day  
of October, 200 3.



Notary: Gary Caldwell By:

NOT SERVED

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

Moved    Unknown    No Answer    Vacant

Other:

Sworn to and subscribed  
before me this 9th day  
of \_\_\_\_\_, 200 \_\_\_\_\_. By:

Notary:

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

FILED

OCT 22 2003

William A. Shaw  
Prothonotary/Clerk of Courts

## AFFIDAVIT OF SERVICE

PLAINTIFF

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

CLEARFIELD COUNTY

ACCT. #5408886

DEFENDANT

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

COURT NO.: 03-524-CD

SERVE WILLIAM W. ALBRIGHT, JR. AT:  
PENN SALES, 832 SARAH STREET  
OSCEOLA MILLS, PA 16666

TYPE OF ACTIONXX Notice of Sheriff's Sale

SALE DATE: NOVEMBER 7, 2003

SERVED

Served and made known to William W. Albright, Defendant on the 03 day of October, 2003, at 3:10, o'clock P. M., at 832 Sarah St., Osceola Mills, 16666 Commonwealth of Pennsylvania, in the manner described below:

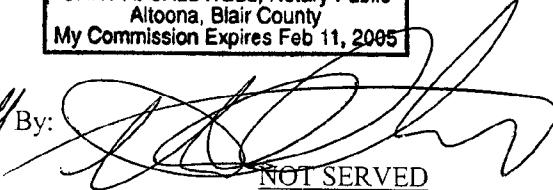
- Defendant personally served.  
 Adult family member with whom Defendant(s) reside(s).  
 Relationship is \_\_\_\_\_.  
 Adult in charge of Defendant's residence who refused to give name or relationship.  
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
 Agent or person in charge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

Description: Age 45 Height 5'8" Weight 185 Race W Sex M Other \_\_\_\_\_

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

Sworn to and subscribed  
before me this 9th day  
of October, 2003



Notary: Gary Caldwell By: 

NOT SERVED

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

Moved    Unknown    No Answer    Vacant

Other:

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

Notary:

ATTORNEY FOR PLAINTIFF  
 FRANK FEDERMAN, ESQUIRE  
 I.D.#12248

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

FILED  
OCT 22 2003  
cc  
William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14558

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERV 03-524-CD

VS.

ALBRIGHT, WILLIAM W., JR.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, SEPTEMBER 16, 2003 @ 10:20 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF NOVEMBER 7, 2003 WAS SET.

FILED  
01/24/04  
FEB 05 2004  
KRN

William A. Shaw  
Prothonotary/Clerk of Courts

NOW, SEPTEMBER 16, 2003 @ 11:06 A.M. O'CLOCK SERVED WILLIAM W. ALBRIGHT, DEFENDANT, AT HIS PLACE OF EMPLOYMENT, PENN SALES, 832 SARAH STREET, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WILLIAM W. ALBRIGHT, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, SEPTEMBER 16, 2003 @ 11:30 A.M. O'CLOCK SERVED COLLEEN ALBRIGHT, DEFENDANT, AT HER RESIDENCE 518 1/2 GOOD STREET, HOUTZDLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO COLLEEN ALBRIGHT, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, NOVEMBER 7, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF'S SALE SCHEDULED FOR NOVEMBER 7, 2003 TO DECEMBER 5, 2003.

NOW, DECEMBER 5, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14558

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERV 03-524-CD

VS.

ALBRIGHT, WILLIAM W., JR.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, FEBRUARY 5, 2004 PAID THE COSTS FROM THE ADVANCE AND MADE A  
REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, FEBRUARY 5, 2004 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY  
OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR  
\$1.00 + COSTS.

NOW, FEBRUARY 5, 2004 A DEED WAS FILED.

SHERIFF HAWKINS \$240.04

SURCHARGE \$40.00

PAID BY ATTORNEY

---

Sworn to Before Me This

5<sup>th</sup> Day Of February 2004  
William A. Shaw

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

So Answers,

Chester A. Hawkins  
Dy. Captain Butler-Bugher  
Chester A. Hawkins  
Sheriff

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

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 03-524-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: **232 BIGLER STREET A/K/A P.O. BOX 232 BIGLER STREET, BRISBIN, PA 16620**

(See legal description attached.)

Amount Due	<u>\$70,316.89</u>
Interest from 8/20/03 to Date of Sale (\$11.56 per diem)	\$ _____
Total	\$ _____ Plus costs as endorsed. <i>132.00 Prothonotary costs</i>

Willie L. Hargan  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated August 20, 2003  
(SEAL)

Received August 21, 2003 @ 10:30A.M.  
Chester A. Hawkins  
By Cynthia Butter-Augustaugh

Deputy

MLD

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

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT SERIES 1906-1

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt \$70,316.89

Int. from 8/20/03 \_\_\_\_\_  
to Date of Sale (\$11.56 per diem)

Costs \_\_\_\_\_

Proth. Pd. 132.00

Sheriff \_\_\_\_\_

Frank Federman  
Attorney for Plaintiff

Address: PENN SALES, 832 SARAH STREET, OSCEOLA MILLS, PA 16666  
518 1/2 GOOD STREETS, HOUTZDALE, PA 16651  
Where papers may be served.

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

ALL THAT CERTAIN PIECES OR PARCELS OF GROUND SITUATE IN BRISBIN BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT THE SOUTHWEST CORNER OF BIGLER STREET AND RUSS AVENUE; THENCE ALONG BIGLER STREET ONE HUNDRED FIFTY (150') FEET TO LOCUST ALLEY; THENCE ALONG LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE ALONG MINK ALLEY ONE HUNDRED FIFTY (150') FEET TO RUSS AVENUE; THENCE ALONG RUSS AVENUE ONE HUNDRED FIFTY (150') FEET TO THE PLACE OF BEGINNING. CONTAINING THREE (3) LOTS.

BEING FURTHER IDENTIFIED BY CLEARFIELD COUNTY MAP ASSESSMENT NUMBER 1-M14-332-00003.

BEING THE SAME PREMISES IDENTIFIED AS THE SECOND THEREOF AS WAS CONVEYED UNTO GRANTORS BY DEED OF JOHN M. BERENBROK, ET UX, DATED MAY 6, 1974 AND ENTERED FOR RECORD IN CLEARFIELD COUNTY DEED BOOK VOLUME 680, PAGE 247 ON MAY 24, 1974.

THE SECOND THEREOF: BEGINNING AT THE SOUTHEAST CORNER OF BIGLER STREET, AND NOW VACATED LOCUST ALLEY; THENCE IN A SOUTHWESTERLY DIRECTION AND THE EASTERN SIDE OF LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE IN A NORTHWESTERLY DIRECTION ALONG MINK ALLEY ON (10') FEET TO THE CENTER OF NOW VACATED LOCUST ALLEY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF NOW LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO THE SOUTHERN SIDE OF BIGLER STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG BIGLER STREET TEN (10') FEET TO POINT AND PLACE OF BEGINNING.

BEING THE EASTERN ONE-HALF (1/2) OF LOCUST ALLEY AS WAS VACATED BY BRISBIN BOROUGH ORDINANCE NUMBER 1993-1, ADOPTED BY BRISBIN BOROUGH ON FEBRUARY 4, 1993. UPON ADOPTION OF SAID ORDINANCE, THE PREMISES BECAME VESTED IN GRANTORS HEREIN UNDER THE LAWS OF PENNSYLVANIA GOVERNING THE VACATION OF STREETS AND ALLEYS BY ORDINANCE OF BOROUGH COUNCILS.

Vested by Deed, dated 10/2/95, given by John M. Berenbrok and Anna M. Berenbrok, his wife to William W. Albright, Jr. and Colleen Albright, his wife and recorded 10/4/95 in Book: 1709 Page: 62

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      ALBRIGHT      NO.      03-524-CD

NOW,      December 5, 2003      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      5TH      day of      DECEMBER 2003, I exposed the within described real estate of      WILLIAM W. ALBRIGHT, JR. COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT to public venue or outcry at which time and place I sold the same to      THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES 1906-1 he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	27.36
LEVY	15.00
MILEAGE	12.24
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>240.04</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.00</b>

**PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	70,316.89
INTEREST	
TO BE ADDED	TO SALE DATE
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>70,356.89</b>
<b>COSTS:</b>	
ADVERTISING	428.40
TAXES - collector	NONE
TAXES - tax claim	NONE
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	240.04
LEGAL JOURNAL AD	185.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>1,299.44</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

Law Offices  
**FEDERMAN AND PHELAN, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
[Daniel.Trautz@fedphe-pa.com](mailto:Daniel.Trautz@fedphe-pa.com)

Dan G. Trautz  
Judgment Department, Ext. 1298

Representing Lenders in  
Pennsylvania and New Jersey

November 7, 2003

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: THE BANK OF NEW YORK AS TRUSTEE UNDEI. THE POOLING AND  
SERVICING AGREEMENT SERIES 1906-1 v. WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT  
No. 03-524-CD  
232 BIGLER STREET A/K/A P.O. BOX 232 BIGLER STREET, BRISBIN, PA  
16620

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is  
scheduled for November 7, 2003.

The property is to be relisted for the December 5, 2003 Sheriff's Sale.

Very truly yours,

*DGT*

Dan G. Trautz

VIA TELECOPY (814) 765-5915

CC: WILLIAM W. ALBRIGHT, JR. PENN SALES, 832 SARAH STREET OSCEOLA MILLS, PA 16666	COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT SCI ROCKVIEW, BOX A BELLEFONTE, PA 16823
---	--

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

vs.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

: Court of Common Pleas  
: Civil Division  
: Clearfield County  
: No. 03-524-CD

FILED  
m 19:36 8/14  
AUG 12 2004  
400

William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATION OF SERVICE

TO THE PROTHONOTARY:

I hereby certify a true and correct copy of the foregoing Motion for Equitable  
Conversion to Real Property, and to Confirm Sheriff's Sale, Nunc Pro Tunc, Rule, and Brief in  
Support thereof, was served by regular mail on Defendants on the date listed below.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
518 ½ Good Street  
Houtzdale, PA 16651

William W. Albright, Jr.  
c/o Penn Sales  
832 Sarah Street  
Osceola Mills, PA 16666

Colleen C. Albright, a/k/a Colleen Albright  
SCI Rockview, Box A  
Bellefonte, PA 16823

N BOC  
P.O. Box 400  
600 Philadelphia Street  
Indiana, PA 15701

DATE: 8/4/04

FEDERMAN AND PHELAN, LLP  
BY Sheetal R. Shah-Jani  
Sheetal R. Shah-Jani, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

vs.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas  
: Civil Division  
: Clearfield County  
: No. 03-524-CD

**FILED**

AUG 20 2004 EJS

m/12:40pm

William A. Shaw  
Prothonotary

1 C Enc to Atty

TO THE PROTHONOTARY:

I hereby certify a true and correct copy of the Rule to Show Cause entered August 13, 2004 with a rule return date of September 8, 2004 pertaining to Plaintiff's Motion for Equitable Conversion, and to Confirm Sheriff's Sale, Nunc Pro Tunc, has been served, via first-class mail, upon the following persons on the date indicated below:

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

William W. Albright, Jr.  
c/o Penn Sales  
832 Sarah Street  
Osceola Mills, PA 16666

N BOC  
P.O. Box 400  
600 Philadelphia Street  
Indiana, PA 15701

DATE: 8/18/04

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
518 1/2 Good Street  
Houtzdale, PA 16651

Colleen C. Vingless,  
f/k/a Colleen C. Albright, a/k/a Colleen Albright  
821 Grace Street  
Houtzdale, PA 16651

FEDERMAN AND PHELAN, LLP

BY: Sheetal Shah-Jani  
Sheetal R. Shah-Jani, Esquire  
Attorney for Plaintiff

FILED

AUG 20 2004

William A. Shaw  
Prothonotary

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas  
: Civil Division  
: Clearfield County  
: No. 03-524-CD

vs.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

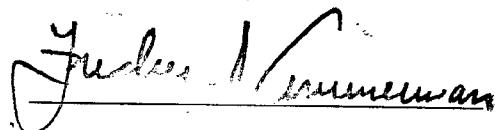
Defendants

**RULE**

AND NOW, this 13<sup>th</sup> day of August 2004, a Rule is entered upon the Defendants,  
to show cause why an Order should not be entered granting Plaintiff's Motion for Equitable  
Conversion, and to Confirm Sheriff's Sale, Nunc Pro Tunc.

Rule Returnable on the 8 day of September 2004, at 10:30 AM in the Main  
Courtroom of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

  
\_\_\_\_\_  
Judge M. Newman

J.

**FILED**

AUG 13 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED   
1CC  
AUG 13 2004 Atty Shah-Tan

William A. Shaw  
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

vs.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

: Court of Common Pleas  
: Civil Division  
: Clearfield County  
: No. 03-524-CD

FILED *rec*  
*0/3/17/04 Atty*  
*SEP 08 2004 Shah-Jani*

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

AND NOW, this 8 day of September, 2004, upon consideration of Plaintiff's Motion for Equitable Conversion and Confirmation of Sheriff's Sale, Nunc Pro Tunc, and any response thereto, it is hereby:

ORDERED and DECREED that the property at 232 Bigler Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA 16620 with a tax map number of 1-M14-332-3, be assessed henceforth as one parcel of real estate, upon which improvement is permanently affixed.

It is further ORDERED and DECREED that said property is equitably converted to real estate by way of this motion, and not subject to separation from land, and the Sheriff's Sale of the aforementioned property held on December 5, 2003 is confirmed, nunc pro tunc.

BY THE COURT:

*Jeff Cawman*  
J.

FILED  
SEP 08 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

vs.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

: Court of Common Pleas  
: Civil Division  
: Clearfield County  
: No. 03-524-CD

### CERTIFICATION OF SERVICE

TO THE PROTHONOTARY:

I hereby certify a true and correct copy of the foregoing Motion for Equitable  
Conversion to Real Property, and to Confirm Sheriff's Sale, Nunc Pro Tunc, Rule, and Brief in  
Support thereof, was served by regular mail on Defendants on the date listed below.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
518 ½ Good Street  
Houtzdale, PA 16651

William W. Albright, Jr.  
c/o Penn Sales  
832 Sarah Street  
Osceola Mills, PA 16666

Colleen C. Albright, a/k/a Colleen Albright  
SCI Rockview, Box A  
Bellefonte, PA 16823

N BOC  
P.O. Box 400  
600 Philadelphia Street  
Indiana, PA 15701

FILED

AUG 11 2004

10:30 AM

William A. Shaw

Prothonotary/Clerk of Courts

DATE: 8/4/04

FEDERMAN AND PHELAN, LLP

BY: Sheetal R. Shah-Jani  
Sheetal R. Shah-Jani, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas  
: Civil Division  
: Clearfield County

vs.

: No. 03-524-CD

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

FILED *12*

AUG 11 2004

*m/10/30/04*

William A. Shaw

Prothonotary/Clerk of Courts

**MOTION FOR EQUITABLE CONVERSION AND TO CONFIRM  
SHERIFF'S SALE, NUNC PRO TUNC**

AND NOW, COMES PLAINTIFF, The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1, by its attorneys, Federman and Phelan, LLP,  
and presents this Motion for Equitable Conversion and to Confirm Sheriff's Sale, nunc pro  
tunc, and in support thereof, avers the following:

1. On or about December 12, 1997, Defendants William W. Albright, Jr. and  
Colleen C. Albright, a/k/a Colleen Albright made, executed and delivered a mortgage to  
America's Wholesale Lender in the principal sum of \$65,450.00 for the property at 232 Bigler  
Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA 16620, which mortgage was recorded on  
December 18, 1997 in the Office of the Recorder of Deeds of Clearfield County in Mortgage  
Book 1895, Page 252. A true and correct copy of the mortgage is attached hereto, made part  
hereof, and marked as Exhibit "A".

2. America's Wholesale Lender delivered an Assignment of Mortgage to The Bank  
of New York as Trustee Under the Pooling and Servicing Agreement Series 1906-1, which

assignment was recorded on July 15, 1998 in the Office of the Recorder of Deeds of Clearfield County in Book 1951, Page 74. A true and correct copy of the Assignment of Mortgage is attached hereto, made part hereof, and marked as Exhibit "B".

3. Defendants defaulted on the mortgage payments, and remain due and owing to Plaintiff for the May 1, 2002 payment and each payment thereafter.

4. On or about April 9, 2003, Plaintiff filed a complaint in mortgage foreclosure. Defendants William W. Albright, Jr. and Colleen C. Albright, a/k/a Colleen Albright were served with the complaint on June 6, 2003 and June 16, 2003, respectively. A true and correct copy of the complaint is attached hereto, made part hereof, and marked as Exhibit "C".

5. Notices of intent to enter default judgment were sent on July 8, 2003, and judgment against Defendants subsequently entered on August 20, 2003. True and correct copies of the notices and judgment are attached hereto, made part hereof, and marked as Exhibits "D" and "E", respectively.

6. Pursuant to said judgment and a valid writ of execution, Plaintiff listed the property for Sheriff's sale.

7. On December 5, 2003, the property was sold to the attorney on the writ.

8. Plaintiff's counsel then learned via title search that the property had been assessed in part for "land value", and in part for "building value", under a tax map number of 1-M14-332-3.

9. Plaintiff then ordered the tax assessment records for the property, which confirmed the averment of paragraph eight, hereinabove. A true and correct copy of the tax assessment records are attached hereto, made part hereof, and marked as Exhibit "F".

10. Plaintiff learned via search of Pennsylvania Department of Transportation records that N BOC is the holder of a 1<sup>st</sup> priority lien on a mobile home, which allegedly is the improvement that is being taxed separately, with a Vehicle Identification Number of 07-96-722-6634 A/B.

11. Accordingly, further investigation of the property was ordered by way of an appraisal report, and photographs were taken of the subject property, to ascertain the status of the real estate improvement.

12. Plaintiff has made no determination that the home is, in fact, a mobile home. To the contrary, photographs show the home's permanent affixation to the land. Attached hereto, made part hereof, and marked as Exhibit "G" are true and correct copies of the photographs of the subject property.

13. There is no statutory basis in the Commonwealth of Pennsylvania for court declaration that a mobile home has been converted to realty and affixed as part of the land.

14. Pennsylvania is rife with common law that personal property or chattel be considered a fixture and as such, part of the real estate, when it is deemed to have been permanently affixed to the land.

15. Because the property is clearly attached via foundation to the land, it was clearly the intent of the parties that this home be made permanent at its site and that the mortgage cover such home as security interest for the loan.

16. Principles of equity dictate that the intent of the parties should govern.

WHEREFORE, Plaintiff The Bank of New York as Trustee Under the Pooling and Servicing Agreement Series 1906-1 respectfully requests that this Honorable Court enter an Order on this motion, that the property at 232 Bigler Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA 16620 with a tax map number of 1-M14-332-3, be assessed henceforth as one parcel of real estate, upon which improvement is permanently affixed, and further ORDER and DECREE that said property be equitably converted to real estate by way of this motion, and not subject to separation from land, and that the Sheriff's Sale of this property held December 5, 2003 is CONFIRMED, nunc pro tunc.

Respectfully submitted,  
FEDERMAN AND PHELAN, LLP

Date: 8/4/04

By: Sheetal R. Shah  
Sheetal R. Shah-Jani, Esquire  
Attorney for Plaintiff

## **EXHIBIT A**

A

Assignment 195177 7-15-98

VOL 1895 PAGE 252

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12-12-17  
BY Karen L. Starek  
FEES \$1.50  
Karen L. Starek Recorder

WHEN RECORDED MAIL TO:  
MEN SV-79 / DOCUMENT CONTROL DEPT.  
P.O. BOX X066  
VAN NUYS, CALIFORNIA 91410-0266  
LOAN # 5408886  
ESCROW/CLOSING # ALBRIGHT

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



*Karen L. Starek*

Karen L. Starek  
Recorder of Deeds

SPACE ABOVE FOR RECORD DEEDS USE

PARCEL ID #:

Property of P. PERMAN

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 12, 1997  
WILLIAM W. ALBRIGHT JR. AND COLLEEN ALBRIGHT, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to  
AMERICA'S WHOLESALE LENDER

which is organized and existing under the laws of NEW YORK  
address is

155 NORTH LAKE AVENUE, PASADENA, CA 91109  
("Lender"). Borrower owes Lender the principal sum of

SIXTY FIVE THOUSAND FOUR HUNDRED FIFTY and 00/100

Dollars (U.S. \$ 65,450.00)

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  
January 1, 2028  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced  
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with  
interest, advanced under paragraph 7 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 this purpose, Borrower does hereby mortgage, grant  
and convey to Lender the following described property located in

County, Pennsylvania:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PENNSYLVANIA - Single Family - Pennsylvania Uniform Mortgagor's Uniform Instrument  
PENNSYLVANIA - Single Family - Pennsylvania Uniform Mortgagor's Uniform Instrument  
CPC (12/90) UMC Uniform Mortgagor's Uniform Instrument

Page 1 of 8

Form 2009-919

Initials

*C. W. W.*

\*23991\*

\*00540886600000KT2A0\*

Vol 1895 Page 253

## LEGAL DESCRIPTION

File No. SS/1130  
Mortgagee America's Wholesale Lender  
Mortgagor William W. Albright, Jr. and Colleen C. Albright

All that certain parcel of land and improvements thereon situate in Brisbon Borough, Clearfield County, Pennsylvania and designated as Parcel No. 1-M14-332-3 and more fully described in a Deed dated 10/02/1998 and recorded in Clearfield County Deed/Record Book Volume 1709, page 62.

VOL 1005 PAGE 254

which has the address of P. O. BOX 232 BIGLER STREET, BRISBIN  
Pennsylvania 16620-  
[Zip Code]

LOAN #: 5408896

[Street, City].

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

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

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **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 leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Form 3839 9-78

book: \_\_\_\_\_

C.C. *W.W.K.*

^ 48(PA) 0410

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. 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 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. 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 lessened, if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with 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 offered to settle a claim, then Lender may collect 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 then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. 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 may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of 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 fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. 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 enforce laws 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 actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

A-12501-010

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CC

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Any amounts disbursed by Lender under this paragraph 7 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 to restoration or repair of the Property or to the sums 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 extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to 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 sums 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

A-100PA 004

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Form 3450-92a

Date

C. W. W.

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

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

24. Reinstatement Period. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

25. Purchase Money Mortgage. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

26. Interest Rate After Judgment. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each 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 boxes]

27. Riders to this Security Instrument.

- Adjustable Rate Rider(s)
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

PD Rametta  
as t. B. C. B.

William W. Albright Jr. (Seal)  
WILLIAM W. ALBRIGHT JR. Borrower

Colleen Albright (Seal)  
COLLEEN ALBRIGHT Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

Certificate of Residence

I, PD Rametta, do hereby certify that the correct address of the within-named Mortgagee is 155 North Lake Ave Pasadena, CA 91105.

Witness my hand this

12th

day of December 1997

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

CENTRE County:

On this, the 12th day of December, 1997, before me, the undersigned officer, personally appeared

WILLIAM W. ALBRIGHT JR. and COLLEEN ALBRIGHT

known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission Expires:

Title of Officer

Form 309 978

CC

PA-NBPA 000 CPC (12/94)

Notary Seal	
Paul D. Rametta Notary Public	
Spring Township, Centre County	
My Commission Expires March 19, 2001	
Member Pennsylvania Association of Notaries	

Notary Public - Commonwealth of Pennsylvania  
My Commission Expires March 19, 2001

## **EXHIBIT B**

B

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WHEN RECORDED RETURN TO  
NTC ATTN: DARRELL COLON  
420 N. BRAND BLVD., 6TH FLOOR  
GLENDALE, CALIFORNIA 91303  
THE BANK OF NEW YORK

SPACE ABOVE FOR RECORDING USE

PARCEL ID #:

LOAN # 5408886 918-  
ESCROW/CLOSING # ALBRIGHT

## ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is  
155 NORTH LAKE AVENUE, PASADENA, CA 91109 does hereby grant, sell, assign, transfer and convey, unto

The Bank of New York  
Trustee under the Pooling  
and Servicing Agreement Series  
1997 \_\_\_\_\_ at 101 Barclay Street  
New York, NY 10286  
Corp. Trust - MBS

a corporation organized and existing under the laws of  
"Assignee"), whose address is

a certain Mortgage dated December 12, 1997

WILLIAM M. ALBRIGHT JR. AND COLLEEN ALBRIGHT, HUSBAND AND WIFE

**BRISBON BOROUGH**

whose address is  
P. O. BOX 232 BIGLER STREET, BRISBIN, PA

to and in favor of

COUNTRYWIDE HOME LOANS, INC. dba AMERICA'S WHOLESALE LENDER

and given to secure payment of

SIXTY FIVE THOUSAND FOUR HUNDRED FIFTY and 00/100  
(\$ 65,450.00)

The Bank of New York  
Trustee under the Pooling  
and Servicing Agreement Series  
1008- \_\_\_\_\_ at Barclay Street  
New York, NY 10286  
Corp. Trust - MBS

which Mortgage is of record in Book, Volume, or Liber No. 1895  
No. \_\_\_\_\_ of the

Records of **CLEARFIELD**, County, Commonwealth of Pennsylvania, together with the note(s) and obligations therein described and the  
money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Pennsylvania Assignment of Mortgage  
A-5000(A) 0701.01 CBL (97/97)

REC. 12-18-97

Page 1 of 2  
VMP MORTGAGE FORMS - 0802-02M

1295

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\*005408886000001995\*

1-3

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TO HAVE AND TO HOLD the same unto Assignee, his successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 12/12/97.

LOAN #: 5408886 98-1

COUNTRYWIDE HOME LOANS, INC.  
the AMERICA'S WHOLESALE LENDER

Witness

(Assignor)

Witness

By:

Nora Yoro Asst. Sec.

Attest

Seal:

This instrument Prepared By: P. FERRARI  
COUNTRYWIDE HOME LOANS, INC.  
FOSTER PLAZA #6 2ND FLOOR, PITTSBURGH, PA 15220.  
tel. no.: (412)920-1000

, address:

State of California  
County of Los Angeles

On 12/12/97 before me, A. SMITH

personally appeared Nora Yoro Asst. Sec.

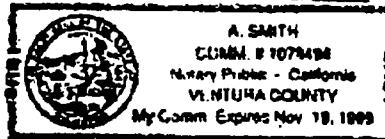
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

^ WSCPA 1998 CBL (7/97)

Page 2 of 2

(Seal)



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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

7-15-98  
CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 11:13 PM

BY *Karen L. Starck*

FEES 17.50

Karen L. Starck, Recorder

Entered of Record 7-15-98 11:13 PM Karen L. Starck, Recorder

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## **EXHIBIT C**

C

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

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV, PTX-B35  
PLANO, TX 75024-3632

Plaintiff  
v.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

Defendant(s)

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

Attest.

*William L. Ober*  
Prothonotary/  
Clerk of Courts

APR 09 2003

**NOTICE**

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

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE

**FEDERMAN AND PHELAN**  
**ATTORNEY FILE COPY**  
**PLEASE RETURN**

Loan #: 5408886

**FEDERMAN AND PHELAN**  
**ATTORNEY FILE COPY**  
**PLEASE RETURN**

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

TERM

NO. 03-524-CD

CLEARFIELD COUNTY

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

APR 09 2003

Attest.

*William L. Ober*  
Prothonotary/  
Clerk of Courts

We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
**FEDERMAN AND PHELAN**

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

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

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

1. Plaintiff is

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV,PTX-B35  
PLANO, TX 75024-3632

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

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

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

3. On 12/12/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to AMERICAN WHOLESALE LENDER which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1895, Page 252. By Assignment of Mortgage recorded 07/15/98 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. VD 1951, Page 74.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/02 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$62,388.01
Interest	4,355.00
04/01/02 through 03/01/03	
(Per Diem \$13.00)	
Attorney's Fees	1,000.00
Cumulative Late Charges	114.40
12/12/97 to 03/01/03	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$68,407.41
Escrow	
Credit	339.52
Deficit	0.00
Subtotal	<u>(\$ 339.52)</u>
<b>TOTAL</b>	<b>\$68,067.89</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$68,067.89, together with interest from 03/01/03 at the rate of \$13.00 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

By: /s/ Francis S. Hallinan  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

ALL THOSE CERTAIN PIECES OR PARCELS OF GROUND SITUATE IN BRISBIN BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT THE SOUTHWEST CORNER OF BIGLER STREET AND RUSS AVENUE; THENCE ALONG BIGLER STREET ONE HUNDRED FIFTY (150') FEET TO LOCUST ALLEY; THENCE ALONG LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE ALONG MINK ALLEY ONE HUNDRED FIFTY (150') FEET TO RUSS AVENUE; THENCE ALONG RUSS AVENUE ONE HUNDRED FIFTY (150') FEET TO PLACE OF BEGINNING. CONTAINING THREE (3) LOTS.

BEING FURTHER IDENTIFIED BY CLEARFIELD COUNTY MAP ASSESSMENT NUMBER 1-M14-332-00003.

BEING THE SAME PREMISES IDENTIFIED AS THE SECOND THEREOF AS WAS CONVEYED UNTO GRANTORS BY DEED OF JOHN M. BERENBROK, ET UX, DATED MAY 6, 1974 AND ENTERED FOR RECORD IN CLEARFIELD COUNTY DEED BOOK VOLUME 680, PAGE 247 ON MAY 24, 1974.

THE SECOND THEREOF: BEGINNING AT THE SOUTHEAST CORNER OF BIGLER STREET, AND NOW VACATED LOCUST ALLEY; THENCE IN A SOUTHWESTERLY DIRECTION AND THE EASTERN SIDE OF LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE IN A NORTHWESTERLY DIRECTION ALONG MINK ALLEY TEN (10') FEET TO THE CENTER OF NOW VACATED LOCUST ALLEY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF NOW VACATED LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO THE SOUTHERN SIDE OF BIGLER STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG BIGLER STREET TEN (10') FEET TO POINT AND PLACE OF BEGINNING.

PROPERTY ADDRESS: P.O. BOX 232 BIGLER STREET - - - - -

VERIFICATION

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

Michael D. Vestal

DATE: 04/02/03

## **EXHIBIT D**

D

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

ATTORNEY FOR PLAINTIFF

THE BANK OF NEW YORK, AS TRUSTEE  
Plaintiff

COURT OF COMMON PLEAS

Vs.

CIVIL DIVISION

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A COLLEEN  
ALBRIGHT

CLEARFIELD COUNTY

Defendants

NO. 03-524-CD

TO: COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT  
SCI ROCKVIEW, BOX A  
BELLEFONTE, PA 16823

DATE OF NOTICE: JULY 8, 2003

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

**IMPORTANT NOTICE**

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

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

---

FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

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

ATTORNEY FOR PLAINTIFF

THE BANK OF NEW YORK, AS TRUSTEE  
Plaintiff

COURT OF COMMON PLEAS

Vs.

CIVIL DIVISION

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A COLLEEN  
ALBRIGHT

CLEARFIELD COUNTY

Defendants

NO. 03-524-CD

FILE COPY

TO: WILLIAM W. ALBRIGHT, JR.  
C/O PENN SALES  
832 SARAH STREET  
OSCEOLA MILLS, PA 16666

DATE OF NOTICE: JULY 8, 2003

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

**IMPORTANT NOTICE**

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

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

---

FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

# **EXHIBIT E**

E

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1  
7105 CORPORATE DRIVE  
PLANO, TX 75024-3632

No.: 03-524-CD

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT  
232 BIGLER STREET  
A/K/A P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against WILLIAM W. ALBRIGHT, JR. and COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint Interest (3/1/03 to 8/20/03)	\$68,067.89 <u>2,249.00</u>
<b>TOTAL</b>	<b>\$70,316.89</b>

FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN

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

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: August 20, 2003

*COPY*  
PRO PROTY  
FILED  
MLD  
AUG 20 2003  
William A. Shaw  
Prothonotary/Clerk of Courts

## **EXHIBIT F**

F

BIGLER SY		Control #: 001003454 Map #: 0010M1433200003		ZONING:		CLASS: R	STATE CLASS:	CARD #: 1 OF 1	
CURRENT OWNER/ADDRESS		LAND DATA:		INFLUENCE FACTORS		% LAND VALUE		- ASSESSMENT INFORMATION	
BANK OF NEW YORK, TRUSTEE		TYPE		SIZE		0		PR OR CURRE	
7105 CORPORATE DRIVE		TX 75024-3632		0.000		0		LAND	
PLANA				0.000		0		BUILDING	
0040205 LAND + BLDG				0.000		0		TOTAL	
0051001 LAND ONLY				0.000		0		ASSESSED	
0								- DATA COLLECTION INFOR	
DEED BOOK: 2004								19870128 016	
DEED PAGE: 01825								19960626 KRO	
DEED DATE: 20040205									
TOTAL ACREAGE:		0.000		TOTAL LAND VALUE:		5,900			
DWELLING DATA:		PERMIT DATA:		COST APPROACH COMPUTATIONS		ADDITION DATA:			
Style: CONVENTIONAL		Color: NATURAL		Base Price		Lower Level		First Floor	
Walls: FRAME/EQUAL		Story: 1.0		Plumbing		First		Second Floor	
Total Rooms: 6		Bedrooms: 3		Addt'ns		Second		Third Floor	
Basement: FULL		Unfin. Area		Unfin. Area		Attic		Area	
Attic: NONE		Basement		Attic				0	
Full Baths: 2		Attic						0	
Half Baths: 0								0	
Heating: BASIC		Add'l Fixtures:		Heat/AC Adj.				0	
Heating System: VARM AIR		GAS		FPLA				0	
Type: GAS		Furn.		Fec Rm				0	
Fin. Bsmnt. Living Area:		0 X 0		Fireplace				0	
Basement Rec Room Area:		0 X 0		Bsmnt. Gar.				2,000	
Bsmnt. / Metal Fireplaces:		1 / 0		SUBTOTAL				0	
Basement Garage (# Cars):		0		Grade Factor				58,970	
Ground Flr Area:		1680		C & D factor				1.00	
Total Living Area:		1680		TOTAL RTN				60	
Quality Grade: C		CDU: GD		% Good				0.95	
Year Built:		1996		Market Adj.				0	
Condition:		GOOD		TOTAL RONLD		\$56,000			
OUTBUILDING DATA						28		1FR/B	
Type	Qty	Yr	Size1	Size2	Grd	Cond	Value		
0	0	0	0	0	\$0	\$0	\$0		
0	0	0	0	0	\$0	NOTES:	\$0		
0	0	0	0	0	\$0	\$0	\$0		
0	0	0	0	0	\$0	\$0	\$0		
0	0	0	0	0	\$0	\$0	\$0		
Misc OBY Desc:									
Total OBY Value:									

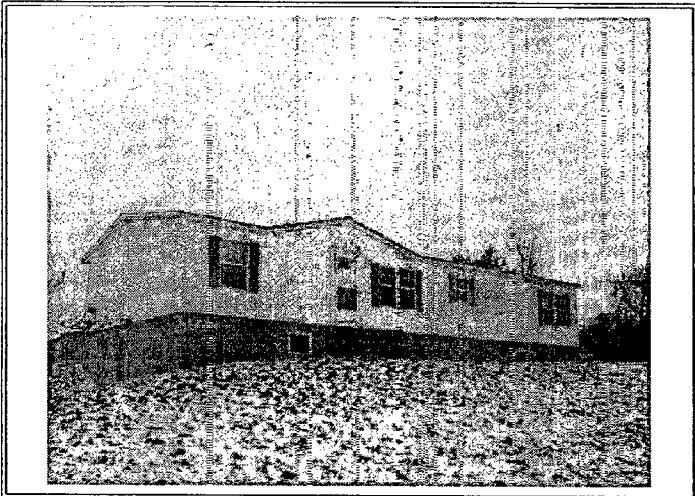
28  
1887/8  
60

## **EXHIBIT G**

G

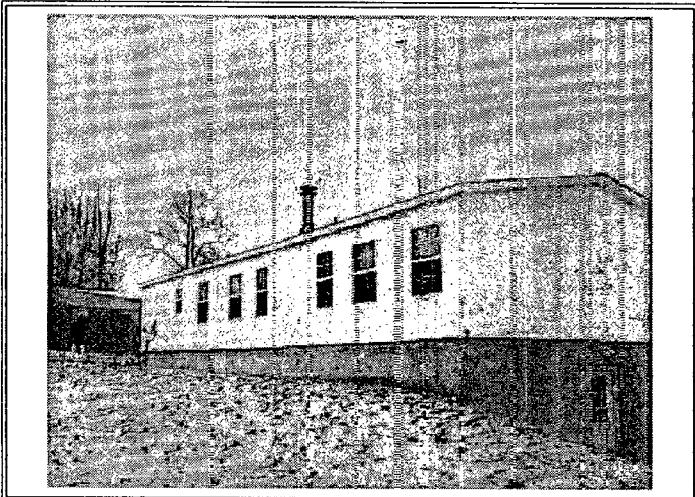
**SUBJECT PROPERTY PHOTO ADDENDUM**

Borrower: NA	File No.: albright/5408886
Property Address: Cnr of Russ and B gler Streets	Case No.: 2441626
City: Brisbin	State: PA
Lender: Asset Management/LandSafe	Zip: 16620



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: January 7, 2004  
Appraised Value: \$ 61,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

## VERIFICATION

Sheetal R. Shah-Jani, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is Authorized to make this Verification, and that the statements made in the foregoing Plaintiff's Motion for Equitable Conversion to Real Property, and Brief in Support Thereof are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

DATE: 8/4/04

FEDERMAN AND PHELAN, LLP

BY: Sheetal Shah  
Sheetal R. Shah-Jani, Esquire  
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas  
: Civil Division  
: Clearfield County

vs.

: No. 03-524-CD

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

FILED NO  
MAY 24 2005  
cc

William A. Shaw  
Prothonotary/Clerk of Courts

### MOTION FOR TRANSFER OF TITLE

AND NOW, COMES PLAINTIFF, The Bank of New York as Trustee, by its attorneys, Phelan Hallinan & Schmieg, LLP, and presents this Motion for Transfer of Title, and in support thereof, avers the following:

1. The Bank of New York as Trustee (hereinafter "Plaintiff") is a corporation with its principal place of business at 7105 Corporate Drive, Plano, TX 75024-3632.
2. William W. Albright, Jr. and Colleen C. Albright, a/k/a Colleen Albright (hereinafter "Defendants") are adult individuals and former owners of the 1996 Champion Sovereign bearing vehicle identification number 07967226634AB.
3. On or about December 12, 1997, Defendants William W. Albright, Jr. and Colleen C. Albright made, executed and delivered a mortgage to America's Wholesale Lender in the principal sum of \$65,450.00 for the property at 232 Bigler Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA 16620, which mortgage was recorded on December 18, 1997 in the Office of the Recorder of Deeds of Clearfield County in Mortgage Book 1895, Page 252. A

true and correct copy of the mortgage is attached hereto, made part hereof, and marked as Exhibit "A".

4. America's Wholesale Lender delivered an Assignment of Mortgage to The Bank of New York as Trustee, which assignment was recorded on July 15, 1998 in the Office of the Recorder of Deeds of Clearfield County in Book 1951, Page 74. A true and correct copy of the Assignment of Mortgage is attached hereto, made part hereof, and marked as Exhibit "B".

5. Defendants defaulted on the mortgage by failing to make monthly payments due May 1, 2002 payment and each month thereafter.

6. On or about April 9, 2003, Plaintiff filed a complaint in mortgage foreclosure. Defendants William W. Albright, Jr. and Colleen C. Albright, a/k/a Colleen Albright were served with the complaint on June 6, 2003 and June 16, 2003, respectively. A true and correct copy of the complaint is attached hereto, made part hereof, and marked as Exhibit "C".

7. Notices of intent to enter default judgment were sent on July 8, 2003, and judgment against Defendants subsequently entered on August 20, 2003. True and correct copies of the notices and judgment are attached hereto, made part hereof, and marked as Exhibits "D" and "E", respectively.

8. Pursuant to said judgment and a valid writ of execution, Plaintiff listed the property for Sheriff's sale.

9. On December 5, 2003, the property was sold to the attorney on the writ.

10. The Sheriff's Deed to Plaintiff was recorded February 5, 2004 at Instrument Number 200401825. As a result of a clerical error, the grantee on the Deed was The Bank of New York as Trustee Under the Pooling and Serving Agreement Series 1906-1. Upon information and belief, no such pooling and servicing agreement exists. The proper Series is 1998-1. A true and correct copy of the Sheriff's Deed is attached hereto made part hereof and marked as Exhibit "F."

11. Plaintiff filed a Motion for Equitable Conversion of the mobile home to realty. A Rule to Show Cause was issued August 13, 2004. True and correct copies of the Motion for Equitable Conversion and Rule to Show Cause are attached hereto, made part hereof and marked as Exhibits "G" and "H", respectively.

12. Because the property is clearly attached via foundation to the land, it was clearly the intent of the parties that this home be made permanent at its site and that the mortgage cover such home as security interest for the loan.

13. By court order dated September 8, 2004, the property at 232 Bigler Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA with tax map number 1-M14-332-3 is now assessed as one parcel of real estate upon which improvement is permanently affixed and the property has been equitably converted to real estate and not subject to separation from land. The Order of Court was recorded at Instrument Number 200415646. A true and correct copy of the order is attached hereto, made part hereof and marked as Exhibit "I."

14. Since the home has been equitably converted to real property pursuant to Court Order and Plaintiff is the owner of the real property by Sheriff's Deed, Plaintiff is in fact the owner of the vehicle and is entitled to title of the home.

15. Plaintiff requests a court order to transfer title as it is impossible to transfer ownership of the vehicle by use of the Certificate of Title or Vehicle Manufacturers Certificate of Origin.

16. It is Plaintiff's intention to then cancel the vehicle title, pursuant to the procedures of the Commonwealth of Pennsylvania, Department of Transportation (hereinafter "Penndot") since the home is no longer a vehicle.

17. Plaintiff has followed the instructions of Penndot with respect to this motion. A true and correct copy of Penndot's instruction sheet is attached hereto, made part hereof and marked as Exhibit "J".

18. A true and correct copy of the Penndot abstract of title is attached hereto, made part hereof and marked ad Exhibit "K".

19. Former lienholder, National Bank of Commonwealth, ("NBOC") was paid in full at the time of the origination of the instant mortgage loan which has been foreclosed. A true and correct copy of the HUD-1 Settlement Statement evidencing payment is attached hereto, made part hereof and marked as Exhibit "L."

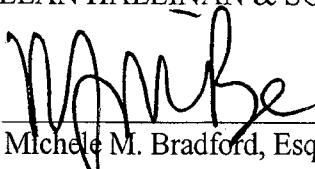
20. All liens on the vehicle have been paid.

21. Countrywide Home Loans, Inc. serviced the underlying mortgage loan for the Plaintiff during the foreclosure proceedings and now has acquired sole responsibility for this asset. Title to the realty and the vehicle title should therefore both be in Countrywide's name.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order on this motion, awarding ownership of the 1996 Champion Sovereign bearing vehicle identification number 07967226634AB to Countrywide Home Loans, Inc., and extinguishing the right, title and ownership of any person to said vehicle and directing the Commonwealth of Pennsylvania, Department of Transportation to accept this order as evidence of ownership in lieu of a Certificate of Title and also amending the February 5, 2004 Sheriff's deed nunc pro tunc to vest title to the realty in Countrywide Home Loans, Inc.

Respectfully submitted,  
PHELAN HALLINAN & SCHMIEG, LLP

Date: 5/16/05

By:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff and  
Countrywide Home Loans, Inc.

**EXHIBIT A**

Assignment 195174 7-15-98

VOL 1895 PAGE 252

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12-18-97  
BY Karen L. Stark  
FEES \$1.50  
Karen L. Stark, Recorder

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



Karen L. Stark  
Recorder of Deeds

WHEN RECORDED MAIL TO:  
ACEN JV-79 / DOCUMENT CONTROL DEPT  
P.O. BOX 10366  
VAN NUYS, CALIFORNIA 91410-0366  
LOAN #: 5408886  
ESCROW/CLOSING #: ALBRIGHT

SPACE ABOVE FOR RECORDER'S USE  
PARCEL ID #: PINEHURST F. FERRARI

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 12, 1997  
WILLIAM W. ALBRIGHT JR. AND COLLEEN ALBRIGHT, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to  
AMERICA'S WHOLESALE LENDER  
which is organized and existing under the laws of NEW YORK  
address is

155 NORTH LAKESIDE AVENUE, PASADENA, CA 91109

("Lender"). Borrower owes Lender the principal sum of  
SIXTY FIVE THOUSAND FOUR HUNDRED FIFTY and 00/100

Dollars (U.S. \$ 65,450.00)

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  
January 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced  
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with  
interest, advanced under paragraph 7 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 this purpose, Borrower does hereby mortgage, grant  
and convey to Lender the following described property located in

CLEARFIELD  
County, Pennsylvania.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PENNSYLVANIA - Single Family - Pennsylvania Uniform Mortgagor's Note  
PENNSYLVANIA - Single Family - Pennsylvania Uniform Mortgagor's Note  
CPC (12/90) CPC (12/90)

Form 3439 4-99

Initials  
*[Signature]*

\*23991\*

\*00540888600000KT2A0\*

VOL 1895 PAGE 253

## LEGAL DESCRIPTION

File No. SS/1130  
Mortgagor America's Wholesale Lender  
Mortgagor William W. Albright, Jr. and Colleen C. Albright

All that certain parcel of land and improvements thereon situate in Brisbon Borough, Clearfield County, Pennsylvania and designated as Parcel No. 1-M14-332-3 and more fully described in a Deed dated 10/02/1996 and recorded in Clearfield County Deed/Record Book Volume 1709, page 62.

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which has the address of P. O. BOX 232 BIGLER STREET, BRISBANE  
Pennsylvania 15620.

LOAN #: 5408896

(Prov. City).

[Zip Code]

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

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

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

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. 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 leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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Book: *W.W.K.**C.K.*

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim 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.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. 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 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. 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.

Unicus 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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with 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 offered to settle a claim, then Lender may collect 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 then due. The 30-day period will begin when the notice is given.

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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.**  
Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. 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 may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of 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 fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. 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 enforce laws 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 actions may include paying any sums secured by a Lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 7 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 to restoration or repair of the Property or to the sums 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 extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to 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 sums 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of this evidence to the extent permitted by applicable law.

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

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defect in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

24. Reinstatement Period. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

25. Purchase Money Mortgage. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

26. Interest Rate After Judgment. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each 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)]

## 27. Riders to this Security Instrument.

- Adjustable Rate Rider(s)  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) [specify]

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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

Witnesses:

*P.D. Flanetta*  
as t. Borth

*William W. Albright Jr.*  
WILLIAM W. ALBRIGHT JR. (Seal)  
Borrower

*Colleen Albright*  
COLLEEN ALBRIGHT (Seal)  
Borrower

## Certificate of Residence

I, *P.D. Flanetta*, do hereby certify that the correct address of the within-named Mortgagee is  
 155 NORTH LAKE AVE. PATERSON, NJ 07542

Witness my hand this 12th day of December 1997

do hereby certify that the correct address of

the day of December 1997

Agent of Mortgagor

## COMMONWEALTH OF PENNSYLVANIA,

CENTRE County:

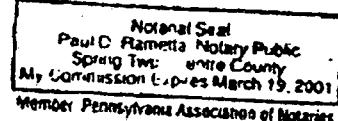
On this, the 12th day of December, 1997, before me, the undersigned officer, personally appeared

*WILLIAM W. ALBRIGHT JR. and Colleen Albright*

known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:

Title of Officer



Form 3039 9/98

*PC*

SEARCHED INDEXED SERIALIZED FILED  
 DECEMBER 12 1997  
 WILLIAM W. ALBRIGHT JR.  
 COLLEEN ALBRIGHT  
 155 NORTH LAKE AVE.  
 PATERSON, NJ 07542  
 12/12/97

## **EXHIBIT B**

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WHEN RECORDED RETURN TO:  
 MTC ATTEN: DAURELL COLON  
 430 N. BRAND BLVD., 4TH FLOOR  
 GLENDALE, CALIFORNIA 91303  
 THE BANK OF NEW YORK 10203

SPACE ABOVE FOR RECORDING USE

LOAN #: 5408886 5/8  
 ESCROW/CLERK #: ALBRIGHT

PARCEL ID #:

## ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is  
 155 NORTH LAKE AVENUE, PASADENA, CA 91109 ~~101 Barclay Street~~ The Bank of New York ~~101 Barclay Street~~  
 does hereby grant, sell, assign, transfer and convey, unto ~~Assignee~~ ~~101 Barclay Street~~ Trustee under the Pooling  
 and Servicing Agreement Series  
 a corporation organized and existing under the laws of ~~Assignee~~ ~~101 Barclay Street~~  
 "Assignee", whose address is ~~Assignee~~ ~~101 Barclay Street~~  
 New York, NY 10286 ~~Assignee~~ ~~101 Barclay Street~~  
 Corp. Trust - MBS ~~Assignee~~

a certain Mortgage dated December 12, 1997, made and executed by  
 WILLIAM W. ALBRIGHT JR. AND COLLEEN ALBRIGHT, HUSBAND AND WIFE

BRISBON BOROUGH

whose address is  
 P. O. BOX 232 BIGLER STREET, BRISBIN, PA  
 to and in favor of  
 COUNTRYWIDE HOME LOANS, INC. ONE AMERICA'S WHOLESALE LENDER  
 and given to secure payment of  
 SIXTY FIVE THOUSAND FOUR HUNDRED FIFTY and 00/100  
 (\$ 65,450.00)

The Bank of New York  
 Trustee under the Pooling  
 and Servicing Agreement Series  
 10203 - / at Barclay Street  
 New York, NY 10286  
 Corp. Trust - MBS

(Indicate the Original Principal Amount and Maturity Date of Note(s))  
 which Mortgage is of record in Book, Volume, or Liber No. 1895 at page 252 for as  
 No. ) of the  
 County, Commonwealth of Pennsylvania, together with the note(s) and obligations therein described and the  
 money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Pennsylvania Assignment of Mortgage  
 # 0000243 07/07/97 CBL (07/97)

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 VMP MORTGAGE FORMS - 07/02/97

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TO HAVE AND TO HOLD the same unto Assignee, his successor and assigns, forever, subject only to the terms and conditions of the above described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 12/12/97

LOAN #: 5408885 98-1

COUNTRYWIDE HOME LOANS, INC.  
the AMERICA'S WHOLESALE LENDER

Witness

Witness

Amex

Seal:

This Instrument Prepared By: P. FERRARI  
COUNTRYWIDE HOME LOANS, INC.  
FOSTER PLAZA #6 2ND FLOOR, PITTSBURGH, PA 15220-  
tel. no.: (412)920-1000

State of California  
County of Los Angeles

On 12/12/97 before me,

A. SMITH

personally appeared Nora Yoro Asst. Sec.

known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

7-15-97  
A. SMITH  
CLEARFIELD COUNTY  
Notary Public - California  
MONTURA COUNTY  
McCorm Expire Nov 19, 1995

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



Karen L. Storch  
Recorder of Deeds

7-15-97  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:13 PM  
BY Karen L. Storch  
FEE 12.50  
Karen L. Storch, Recorder

Entered of Record 7-15-97 1:13 PM Karen L. Storch, Recorder

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## **EXHIBIT C**

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

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV, PTX-B35  
PLANO, TX 75024-3632

Plaintiff  
v.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

Defendant(s)  
CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

TERM

NO. 03-524-CD

CLEARFIELD COUNTY

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

APR 09 2003

Attest.

*William A. Klein*  
Prothonotary/  
Clerk of Courts

NOTICE

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

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE

**FEDERMAN AND PHELAN**  
**ATTORNEY FILE COPY**  
**PLEASE RETURN**

Loan #: 5408886

**FEDERMAN AND PHELAN**  
**ATTORNEY FILE COPY**  
**PLEASE RETURN**

We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
**FEDERMAN AND PHELAN**

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

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

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

1. Plaintiff is

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV, PTX-B35  
PLANO, TX 75024-3632

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

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

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

3. On 12/12/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to AMERICAN WHOLESALE LENDER which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1895, Page 252. By Assignment of Mortgage recorded 07/15/98 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. VD 1951, Page 74.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/02 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$62,388.01
Interest	4,355.00
04/01/02 through 03/01/03 (Per Diem \$13.00)	
Attorney's Fees	1,000.00
Cumulative Late Charges 12/12/97 to 03/01/03	114.40
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$68,407.41
Escrow	
Credit	339.52
Deficit	<u>0.00</u>
Subtotal	(\$ 339.52)
<b>TOTAL</b>	<b>\$68,067.89</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$68,067.89, together with interest from 03/01/03 at the rate of \$13.00 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

By: /s/Francis S. Hallinan  
 FRANK FEDERMAN, ESQUIRE  
 LAWRENCE T. PHELAN, ESQUIRE  
 FRANCIS S. HALLINAN, ESQUIRE  
 Attorneys for Plaintiff

ALL THOSE CERTAIN PIECES OR PARCELS OF GROUND SITUATE IN BRISBIN BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT THE SOUTHWEST CORNER OF BIGLER STREET AND RUSS AVENUE; THENCE ALONG BIGLER STREET ONE HUNDRED FIFTY (150') FEET TO LOCUST ALLEY; THENCE ALONG LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE ALONG MINK ALLEY ONE HUNDRED FIFTY (150') FEET TO RUSS AVENUE; THENCE ALONG RUSS AVENUE ONE HUNDRED FIFTY (150') FEET TO PLACE OF BEGINNING. CONTAINING THREE (3) LOTS.

BEING FURTHER IDENTIFIED BY CLEARFIELD COUNTY MAP ASSESSMENT NUMBER 1-M14-332-00003.

BEING THE SAME PREMISES IDENTIFIED AS THE SECOND THEREOF AS WAS CONVEYED UNTO GRANTORS BY DEED OF JOHN M. BERENBROK, ET UX, DATED MAY 6, 1974 AND ENTERED FOR RECORD IN CLEARFIELD COUNTY DEED BOOK VOLUME 680, PAGE 247 ON MAY 24, 1974.

THE SECOND THEREOF: BEGINNING AT THE SOUTHEAST CORNER OF BIGLER STREET, AND NOW VACATED LOCUST ALLEY; THENCE IN A SOUTHWESTERLY DIRECTION AND THE EASTERN SIDE OF LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE IN A NORTHWESTERLY DIRECTION ALONG MINK ALLEY TEN (10') FEET TO THE CENTER OF NOW VACATED LOCUST ALLEY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF NOW VACATED LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO THE SOUTHERN SIDE OF BIGLER STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG BIGLER STREET TEN (10') FEET TO POINT AND PLACE OF BEGINNING.

PROPERTY ADDRESS: P.O. BOX 232 BIGLER STREET

**VERIFICATION**

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

*Michael D. Vestal*

DATE: 04/02/03

## **EXHIBIT D**

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

ATTORNEY FOR PLAINTIFF

THE BANK OF NEW YORK, AS TRUSTEE  
Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A COLLEEN  
ALBRIGHT

: CLEARFIELD COUNTY

: NO. 03-524-CD

Defendants

TO: COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT  
SCI ROCKVIEW, BOX A  
BELLEFONTE, PA 16823

DATE OF NOTICE: JULY 8, 2003

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

**IMPORTANT NOTICE**

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

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

FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

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

ATTORNEY FOR PLAINTIFF

THE BANK OF NEW YORK, AS TRUSTEE  
Plaintiff

Vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A COLLEEN  
ALBRIGHT

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 03-524-CD

FILE COPY

TO: WILLIAM W. ALBRIGHT, JR.  
C/O PENN SALES  
832 SARAH STREET  
OSCEOLA MILLS, PA 16666

DATE OF NOTICE: JULY 8, 2003

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

**IMPORTANT NOTICE**

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

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

---

FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

## **EXHIBIT E**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1  
7105 CORPORATE DRIVE  
PLANO, TX 75024-3632

No.: 03-524-CD

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT  
232 BIGLER STREET  
A/K/A P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against WILLIAM W. ALBRIGHT, JR. and COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$68,067.89
Interest (3/1/03 to 8/20/03)	<u>2,249.00</u>
<b>TOTAL</b>	<b>\$70,316.89</b>

FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN

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

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: August 20, 2003

*COPY*  
PRO PROTYPY  
FILED  
AUG 20 2003  
MLD  
William A. Shaw  
Prothonotary/Clerk of Courts

## **EXHIBIT F**

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

AFFIDAVIT No. 37228

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
**CLEARFIELD CO SHERIFF**

Instrument Number - 200401825

Recorded On 2/5/2004 At 2:31:21 PM

\*Instrument Type - DEED

\*Total Pages - 5

Invoice Number - 105392

\*Grantor - CLEARFIELD CO SHERIFF

\*Grantee - BANK OF NEW YORK

\*Customer - CLEARFIELD CO SHERIFF

\*FEES

RECORDING FEES -	\$13.50
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$0.50
TOTAL	\$29.00

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

## Know all Men by these Presents,

That I, Chester A. Hawkins, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$1.00 plus costs

, to me in hand, do hereby grant and convey to  
THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1

the following described property, to wit:

ALL THAT CERTAIN PIECES OR PARCELS OF GROUND SITUATE IN BRISBIN BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT THE SOUTHWEST CORNER OF BIGLER STREET AND RUSS AVENUE; THENCE ALONG BIGLER STREET ONE HUNDRED FIFTY (150') FEET TO LOCUST ALLEY; THENCE ALONG LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE ALONG MINK ALLEY ONE HUNDRED FIFTY (150') FEET TO RUSS AVENUE; THENCE ALONG RUSS AVENUE ONE HUNDRED FIFTY (150') FEET TO THE PLACE OF BEGINNING. CONTAINING THREE (3) LOTS.

BEING FURTHER IDENTIFIED BY CLEARFIELD COUNTY MAP ASSESSMENT NUMBER 1-M14-332-00003.

BEING THE SAME PREMISES IDENTIFIED AS THE SECOND THEREOF AS WAS CONVEYED UNTO GRANTORS BY DEED OF JOHN M. BERENBROK, ET UX, DATED MAY 6, 1974 AND ENTERED FOR RECORD IN CLEARFIELD COUNTY DEED BOOK VOLUME 680, PAGE 247 ON MAY 24, 1974.

THE SECOND THEREOF: BEGINNING AT THE SOUTHEAST CORNER OF BIGLER STREET, AND NOW VACATED LOCUST ALLEY; THENCE IN A SOUTHWESTERLY DIRECTION AND THE EASTERN SIDE OF LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE IN A NORTHWESTERLY DIRECTION ALONG MINK ALLEY ON (10') FEET TO THE CENTER OF NOW VACATED LOCUST ALLEY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF NOW LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO THE SOUTHERN SIDE OF BIGLER STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG BIGLER STREET TEN (10') FEET TO POINT AND PLACE OF BEGINNING.

BEING THE EASTERN ONE-HALF (1/2) OF LOCUST ALLEY AS WAS VACATED BY BRISBIN BOROUGH ORDINANCE NUMBER 1993-1, ADOPTED BY BRISBIN BOROUGH ON FEBRUARY 4, 1993. UPON ADOPTION OF SAID ORDINANCE, THE PREMISES BECAME VESTED IN GRANTORS HEREIN UNDER THE LAWS OF PENNSYLVANIA GOVERNING THE VACATION OF STREETS AND ALLEYS BY ORDINANCE OF BOROUGH COUNCILS.

Vested by Deed, dated 10/2/95, given by John M. Berenbrok and Anna M. Berenbrok, his wife to William W. Albright, Jr. and Colleen Albright, his wife and recorded 10/4/95 in Book 1709 Page: 62

SEIZED, taken in execution and sold as the property of WILLIAM W. ALBRIGHT, JR. AND COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT, at the suit of THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES 1906-1. JUDGMENT NO. 03-524-CD.

Now, FEBRUARY 5, 2004 the same having been sold by me to the said grantee on the 5TH day of DECEMBER Anno Domini two thousand and three after due advertisement according to law, under and by virtue of writ of execution issued on the 21ST day of AUGUST Anno Domini two thousand and three out of the Court of Common Pleas of said County of Clearfield as of case number 03-524-CD at the suit of

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES 1906-1

against

WILLIAM W. ALBRIGHT, JR. AND COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT

IN WITNESS WHEREOF, I have hereunto affixed my signature this 5TH day of FEBRUARY Anno Domini Two thousand and four.

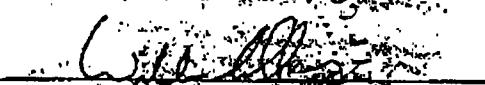


SEAL  
Sheriff

State of Pennsylvania  
County of Clearfield

On 5TH day of FEBRUARY , 2004, before me a Prothonotary, the undersigned officer personally appeared, Chester A. Hawkins, High Sheriff of the State of Pennsylvania known to me (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity reinstated and for the purposes therein contained.

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

  
Prothonotary, Title of Officer

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

#### CERTIFICATE OF RESIDENCE

"I hereby Certify that the precise Residence of the Grantee or Grantees is,

  
Sheriff of Clearfield County

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES 1906-1  
7105 CORPORATE DRIVE  
PLANO, TX 75024-3632

Deed - Poll.

No.

**Chester A. Hawkins**  
High Sheriff of Clearfield County

TO

THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT SERIES 1906-1

7105 CORPORATE DRIVE

PLANO, TX 75024-3632

**SHERIFF DEED**

Dated FEBRUARY 5, 2004  
For \$1.00 + COSTS

Sold as the property of  
**WILLIAM W. ALBRIGHT, JR. AND COLLEEN C. ALBRIGHT A/K/A COLLEEN  
ALBRIGHT**

Sold on 03-524-CD

## **EXHIBIT G**

FOR MAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas  
: Civil Division  
: Clearfield County

vs.

: No. 03-524-CD

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2004, upon consideration of  
Plaintiff's Motion for Equitable Conversion and Confirmation of Sheriff's Sale, Nunc Pro  
Tunc, and any response thereto, it is hereby:

ORDERED and DECREED that the property at 232 Bigler Street, a/k/a P.O. Box 232  
Bigler Street, Brisbin, PA 16620 with a tax map number of 1-M14-332-3, be assessed  
henceforth as one parcel of real estate, upon which improvement is permanently affixed.

It is further ORDERED and DECREED that said property is equitably converted to real  
estate by way of this motion, and not subject to separation from land, and the Sheriff's Sale of  
the aforementioned property held on December 5, 2003 is confirmed, nunc pro tunc.

BY THE COURT:

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

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas  
: Civil Division  
: Clearfield County

vs.

: No. 03-524-CD

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

**MOTION FOR EQUITABLE CONVERSION AND TO CONFIRM  
SHERIFF'S SALE, NUNC PRO TUNC**

AND NOW, COMES PLAINTIFF, The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1, by its attorneys, Federman and Phelan, LLP,  
and presents this Motion for Equitable Conversion and to Confirm Sheriff's Sale, nunc pro  
tunc, and in support thereof, avers the following:

1. On or about December 12, 1997, Defendants William W. Albright, Jr. and  
Colleen C. Albright, a/k/a Colleen Albright made, executed and delivered a mortgage to  
America's Wholesale Lender in the principal sum of \$65,450.00 for the property at 232 Bigler  
Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA 16620, which mortgage was recorded on  
December 18, 1997 in the Office of the Recorder of Deeds of Clearfield County in Mortgage  
Book 1895, Page 252. A true and correct copy of the mortgage is attached hereto, made part  
hereof, and marked as Exhibit "A".

2. America's Wholesale Lender delivered an Assignment of Mortgage to The Bank  
of New York as Trustee Under the Pooling and Servicing Agreement Series 1906-1, which

Assignment was recorded on July 15, 1998 in the Office of the Recorder of Deeds of Clearfield County in Book 1951, Page 74. A true and correct copy of the Assignment of Mortgage is attached hereto, made part hereof, and marked as Exhibit "B".

3. Defendants defaulted on the mortgage payments, and remain due and owing to Plaintiff for the May 1, 2002 payment and each payment thereafter.

4. On or about April 9, 2003, Plaintiff filed a complaint in mortgage foreclosure. Defendants William W. Albright, Jr. and Colleen C. Albright, a/k/a Colleen Albright were served with the complaint on June 6, 2003 and June 16, 2003, respectively. A true and correct copy of the complaint is attached hereto, made part hereof, and marked as Exhibit "C".

5. Notices of intent to enter default judgment were sent on July 8, 2003, and judgment against Defendants subsequently entered on August 20, 2003. True and correct copies of the notices and judgment are attached hereto, made part hereof, and marked as Exhibits "D" and "E", respectively.

6. Pursuant to said judgment and a valid writ of execution, Plaintiff listed the property for Sheriff's sale.

7. On December 5, 2003, the property was sold to the attorney on the writ.

8. Plaintiff's counsel then learned via title search that the property had been assessed in part for "land value", and in part for "building value", under a tax map number of 1-M14-332-3.

9. Plaintiff then ordered the tax assessment records for the property, which confirmed the averment of paragraph eight, hereinabove. A true and correct copy of the tax assessment records are attached hereto, made part hereof, and marked as Exhibit "F".

10. Plaintiff learned via search of Pennsylvania Department of Transportation records that N BOC is the holder of a 1<sup>st</sup> priority lien on a mobile home, which allegedly is the improvement that is being taxed separately, with a Vehicle Identification Number of 07-96-722-6634 A/B.

11. Accordingly, further investigation of the property was ordered by way of an appraisal report, and photographs were taken of the subject property, to ascertain the status of the real estate improvement.

12. Plaintiff has made no determination that the home is, in fact, a mobile home. To the contrary, photographs show the home's permanent affixation to the land. Attached hereto, made part hereof, and marked as Exhibit "G" are true and correct copies of the photographs of the subject property.

13. There is no statutory basis in the Commonwealth of Pennsylvania for court declaration that a mobile home has been converted to realty and affixed as part of the land.

14. Pennsylvania is rife with common law that personal property or chattel be considered a fixture and as such, part of the real estate, when it is deemed to have been permanently affixed to the land.

15. Because the property is clearly attached via foundation to the land, it was clearly the intent of the parties that this home be made permanent at its site and that the mortgage cover such home as security interest for the loan.

16. Principles of equity dictate that the intent of the parties should govern.

WHEREFORE, Plaintiff The Bank of New York as Trustee Under the Pooling and Servicing Agreement Series 1906-1 respectfully requests that this Honorable Court enter an Order on this motion, that the property at 232 Bigler Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA 16620 with a tax map number of 1-M14-332-3, be assessed henceforth as one parcel of real estate, upon which improvement is permanently affixed, and further ORDER and DECREE that said property be equitably converted to real estate by way of this motion, and not subject to separation from land, and that the Sheriff's Sale of this property held December 5, 2003 is CONFIRMED, nunc pro tunc.

Respectfully submitted,  
FEDERMAN AND PHELAN, LLP

Date: 8/4/04

By: Sheetal R. Shah  
Sheetal R. Shah, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1 : Court of Common Pleas  
7105 Corporate Drive : Civil Division  
Plano, TX 75024-3632 : Clearfield County  
Plaintiff  
vs. : No. 03-524-CD

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

**BRIEF IN SUPPORT OF PLAINTIFF'S MOTION FOR EQUITABLE CONVERSION  
AND TO CONFIRM SHERIFF'S SALE, NUNC PRO TUNC**

On or about December 12, 1997, William W. Albright, Jr. and Colleen C. Albright, a/k/a Colleen Albright made, executed and delivered a mortgage upon the Property to America's Wholesale Lender in the principal amount of \$65,450.00, which mortgage was recorded with the Office of the Recorder of Deeds of Clearfield County on December 18, 1997 in Mortgage Book 1895, Page 252. America's Wholesale Lender delivered an Assignment of Mortgage to The Bank Of New York as Trustee Under the Pooling and Servicing Agreement Series 1906-1, which assignment was recorded on July 15, 1998 in the Office of the Recorder of Deeds of Clearfield County in Book 1951, Page 74. Defendants defaulted on payments of the aforementioned mortgage, and remain due and owing to Plaintiff for the May 1, 2002 payment and each payment thereafter.

On or about April 9, 2003, Plaintiff filed a complaint in mortgage foreclosure, and William W. Albright, Jr. and Colleen C. Albright, a/k/a Colleen Albright were served with the complaint on June 6, 2003 and June 16, 2003, respectively.

Notices of intent to enter default judgment were sent on July 8, 2003, and judgment against Defendants subsequently entered on August 20, 2003. Pursuant to said judgment and a valid writ of execution, Plaintiff listed the property for Sheriff's sale. On December 5, 2003, the property was sold to the attorney on the writ.

Plaintiff's counsel then learned via title search that the property had been assessed in part for "land value", and in part for "building value", under a tax map number of 1-M14-332-3. Plaintiff learned via search of Pennsylvania Department of Transportation records that N BOC is the holder of a 1<sup>st</sup> priority lien on the mobile home with a Vehicle Identification Number of 07-96-722-6634 A/B. Accordingly, further investigation of the property was ordered by way of an appraisal report, and photographs were taken of the property, to ascertain the status of the real estate improvement.

### **LEGAL ARGUMENT**

Clearly it was the intent of the mortgagors that the home be used as security for the loan made by America's Wholesale Lender and not raw land alone. It was certainly America's Wholesale Lender's intent that the mortgage cover the dwelling.

In Pennsylvania, the intent of the parties is a key consideration in determining whether or not a chattel becomes a fixture. In re Appeal of Sheetz, Inc., 657 A.2d 1011 (1995). There are at least three considerations to be made in making this determination: (1) the manner in which it is physically attached or installed, (2) the extent to which it is essential to the permanent use of the building or other improvement and (3) the intention of the parties who attached or installed it. Id. At 1013, citing, McCloskey, 101 Pa. Commonwealth Court at 113-4, 515 A.2d at 644 citing, *Clothier, the Law of Fixtures in Pennsylvania*, 32 Pa. B.Q. 66, 66-67 (1960-61).

Plaintiff submits that when these factors are considered, it is evident that the home is affixed to the land. The parties did not sit down at the closing table with the intent to mortgage raw land. If this home was ever mobile, it is not now, being firmly founded without any trace of mobility. Neither is the home convertible back to a mobile status. Sheetz case goes on to cite the Superior Court case of Streyle v. Board of Property Assessment, 173 Pa. Superior Court 324, 98 A.2d 410 (1953) which held that “[h]ouse trailers, so long as they remain mobile, i.e., equipped with wheels, are personal property and not subject to taxation as real estate”. Id. at 327, 328, 98 A.2d at 412. It would stand to reason that once the wheels are removed, permanent affixation is evident, the property should be taxable as real estate.

Clayton v. Lienhard, 312 Pa.433, 167 A.321 (1933) is still the lead case cited for determining what category “chattels” fall under in connection with real estate. There is that which is clearly furniture and will always remain personality, that which is clearly affixed and cannot be removed without injury to the real estate or the fixture itself, and that under which mobile homes fall: Physically connected to the real estate, but removable without destroying the mobile home or the real estate.

Plaintiff submits that the home at 232 Bigler Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA 16620 falls under the second classification. However, were the court to find that it was a “mobile home” under the Clayton definition, it would still need to find the home to be real estate, due to the determining factor that is *the intent of the parties at the time of annexation* Id. At 436, 322 (emphasis added).

While the following is not persuasive authority, the Boyd Appeal case heard in Beaver County, Pennsylvania held that a “mobile home” which had its mobility removed was no longer a “mobile home” for zoning purposes, but should be deemed a single-family dwelling. It further distinguished between trailers (with wheels) and mobile homes, indicating that “the structural construction of th[is] home differs from that of a conventional home only to the extent that it is of a smaller scale. The degree of difficulty in physically moving the structure is

'the same". Boyd Appeal, 67 Pa. D. & C. 2d1, 1974 WL 15624 (Pa.Com.Pl) (1974). In defining the structure, the Court set forth a plethora of factors that it found to separate such a permanent home from that of a trailer, such as the foundation itself, the building materials, the water, sewer and electricity utilities, telephone service, septic tank and fuel oil heating unit. Id. at 15.

Further, counsel for Plaintiff in prior cases with very similar fact patterns has had relief granted in its favor in several Pennsylvania counties.

In the instant case, William W. Albright, Jr. and Colleen C. Albright, a/k/a Colleen Albright had clearly evidenced similar manifestations of intent to have this dwelling be their permanent home. It is clear from the photographs attached hereto that there is utility hookup and a permanent foundation, and one can surmise that the interior of the dwelling is replete with the amenities of any other home.

Further, as evidenced by the Clearfield County Tax Assessment documents attached to Plaintiff's instant motion, this property has been assessed as improved property for real estate tax purposes. Surely, logic dictates that if this type of improvement would be considered a home for zoning reasons, and the very county in which it sits has assessed it as real estate for tax purposes, the property should be deemed realty.

A Lancaster County, Pennsylvania Court used the Clayton standard to hold that a mobile home constituted real estate under Pennsylvania law when the wheels of the home had been removed, the home remained in place for seven years, water, sewer, electricity and telephone were connected, and the owners paid real estate taxes to Lancaster County Fromm v. Frankhouser, 7Pa. D. & C. 3d 560, 566-567, 1977 WL 269 (Pa.Comm. Pl) (1977). The same conclusion should be reached in Clearfield County in the instant case.

Plaintiff is without an adequate remedy at law and will suffer irreparable harm unless the requested relief is granted. This Court has plenary power to administer equity according to well-settled principals of equity jurisprudence in cases under its jurisdiction. Cheval v. City of

Philadelphia, 176 A. 779, 116 Pa. Super. 101 (1935). Moreover, it is well settled that Courts will lean to a liberal exercise of the equity power conferred upon them instead of encouraging technical niceties in the modes of procedure and forms of pleading. Gunnet v. Trout, 380 Pa. 504, 112 A.2d 333 (1955). This is certainly a case where the exercise of this Court's equity powers is appropriate and necessary.

WHEREFORE, Plaintiff The Bank of New York as Trustee Under the Pooling and Servicing Agreement Series 1906-1 respectfully requests that this Honorable Court enter an Order on this motion, that the property at 232 Bigler Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA 16620 with a tax parcel I.D. number of map 1-M14-332-3, be assessed henceforth as one parcel of real estate, upon which improvement is permanently affixed, and further ORDER and DECREE that said property be equitably converted to real estate by way of this motion, and not subject to separation from land, and that the Sheriff's Sale of this property held December 5, 2003 is CONFIRMED, nunc pro tunc.

Respectfully submitted,  
FEDERMAN AND PHELAN, LLP

Date: 8/4/04

By: Sheetal R. Shah  
Sheetal R. Shah-Jani, Esquire  
Attorney for Plaintiff

# **EXHIBIT A**

Assignment 195174 7/15/98

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CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12-15-97  
BY Karen L. Stark, Recorder  
FEES \$15.00  
Karen L. Stark, Recorder  
WHEN RECORDED MAIL TO:  
MCN JV-79 / DOCUMENT CONTROL DEPT.  
P.O. BOX 10266  
VAN NUYS, CALIFORNIA 91410-0266  
LOAN #: 5408886  
Borrow/CLOSING #: ALBRIGHT

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



Karen L. Stark  
Recorder of Deeds

SPACE ABOVE FOR RECORDER'S USE

PARCEL ID #: Property of F. Ferraro

Property of F. Ferraro

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 12, 1997  
WILLIAM W. ALBRIGHT JR. AND COLLEEN ALBRIGHT, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to  
AMERICA'S WHOLESALE LENDER  
which is organized and existing under the laws of NEW YORK  
address is

155 NORTH LAKE AVENUE, PASADENA, CA 91109

("Lender"). Borrower owes Lender the principal sum of  
SIXTY FIVE THOUSAND FOUR HUNDRED FIFTY and 00/100

Dollars (U.S. \$ 65,450.00)

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  
January 1, 2028  
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with  
interest, advanced under paragraph 7 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 this purpose, Borrower does hereby mortgage, grant  
and convey to Lender the following described property located in

County, Pennsylvania:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PENNSYLVANIA - Single Family - Pennsylvania Uniform Uniform INSTRUMENT  
^ - - - - - CPC (12/90) Form 3059-198  
VHP MORTGAGE FORMS - 10001-100

Form 3059-198

Index

*John W. Stark*

\*23991\*

\*00540888600000KT2A0\*

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## LEGAL DESCRIPTION

File No. SS/1130  
Mortgagor America's Wholesale Lender  
Mortgagor William W. Albright, Jr. and Colleen C. Albright

All that certain parcel of land and improvements thereon situate in Brisbon Borough, Clearfield County, Pennsylvania and designated as Parcel No. 1-M14-332-3 and more fully described in a Deed dated 10/02/1996 and recorded in Clearfield County Deed/Record Book Volume 1709 , page 62.

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which has the address of P. O. BOX 232 BIGLER STREET, BRISBANE  
Pennsylvania 16620-  
(Property Address)

LOAN #: 5408886

[Prov. City]

[Zip Code]

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

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

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **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 leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 1, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. 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 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. 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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with 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 offered to settle a claim, then Lender may collect 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 then due. The 30-day period will begin when the notice is given.

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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless 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 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 may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of 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 fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. 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 enforce laws 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 actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 7 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 to restoration or repair of the Property or to the sums 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 extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to 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 sums 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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LOAN #: 5408886

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

A - GCPA 600

CPC (12/94)

Page 5 of 6

Form 3430-970

Date \_\_\_\_\_

CJW

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LOAN #: 5408886

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

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

24. Reinstatement Period. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

25. Purchase Money Mortgage. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

26. Interest Rate After Judgment. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each 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)]

27. Riders to this Security Instrument.

- Adjustable Rate Rider(s)
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

*J.D. Flanetta*  
J.D. Flanetta  
as t. B. t. B.

*William W. Albright Jr.*  
WILLIAM W. ALBRIGHT JR. (Seal)  
-Borrower

*Colleen Albright*  
COLLEEN ALBRIGHT (Seal)  
-Borrower

Certificate of Residence

I, *J.D. Flanetta*, do hereby certify that the correct address of the within-named Mortgagee is *155 NORTH LAKE AVE PASADENA, CA 91103*.

Witness my hand this *12th* day of *December* *1997*

*J.D. Flanetta* Agent of Mortgagor  
County: *Elk Grove*

COMMONWEALTH OF PENNSYLVANIA.

On this, the *12th* day of *December*, *1997*, before me, the undersigned officer, personally appeared

*William W. Albright Jr. and Colleen Albright*

whose names are subscribed to the within instrument and acknowledged that *they* executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:

*J.D. Flanetta*

CPC (12/98)

Title of Officer

Notarial Seal  
Paul C. Flanetta Notary Public  
Spring Twp. Elk Grove County  
My Commission Expires March 19, 2001  
Member Pennsylvania Association of Notaries

Form 3009-900

*CC*

## **EXHIBIT B**

va1951 page 74

(WHEN RECORDED RETURN TO:  
 NTC ATTN:DAURELL COLOM  
 420 N. BRAND BLVD., 6TH FLOOR  
 GLENDALE, CALIFORNIA 91303  
 THE BANK OF NEW YORK 5408886

SPACE ABOVE FOR RECORDING USE

PARCEL ID #:

LOAN #: 5408886 5156  
 ESCROW/CLOSING #: ALBRIGHT

## ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is  
 155 NORTH LAKE AVENUE, PASADENA, CA 91109 does hereby grant, sell, assign, transfer and convey, unto  
 a corporation organized and existing under the laws of "Assignee", whose address is  
 a certain Mortgage dated December 12, 1997 made and executed by  
 WILLIAM W. ALBRIGHT JR. AND COLLEEN ALBRIGHT, HUSBAND AND WIFE

The Bank of New York  
 Trustee under the Pooling  
 and Servicing Agreement Series  
 1997-1 at 101 Barclay Street  
 New York, NY 10286  
 Corp. Trust - MBS

whose address is  
 P. O. BOX 232 BIGLER STREET, BRISBIN, PA  
 to and in favor of  
 COUNTRYWIDE HOME LOANS, INC. dba AMERICA'S WHOLESALE LENDER  
 and given to secure payment of  
 SIXTY FIVE THOUSAND FOUR HUNDRED FIFTY and 00/100  
 (\$ 65,450.00)

The Bank of New York  
 Trustee under the Pooling  
 and Servicing Agreement Series  
 1997-1 at 101 Barclay Street  
 New York, NY 10286  
 Corp. Trust - MBS

which Mortgage is of record in Book, Volume, or Liber No. 1895 at page 252 for as  
 of the  
 County, Commonwealth of Pennsylvania, together with the note(s) and obligations therein described and the  
 money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Pennsylvania Assignment of Mortgage  
 #5408886 CBL (12/97)

Page 1 of 2  
 VMP MORTGAGE FORMS - division

1295

\*23991\*

\*005408886000001995-\*

1-3

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TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 12/12/97

LOAN #: 5408886 98-1

COUNTRYWIDE HOME LOANS, INC.  
the AMERICA'S WHOLESALE LENDER

Witness

Witness

Attest

Seal:

This instrument Prepared By: P. FERRARI  
COUNTRYWIDE HOME LOANS, INC.  
FOSTER PLAZA #6 2ND FLOOR, PITTSBURGH, PA 15220.  
tel. no.: (412)920-1000

, address:

State of California  
County of Los Angeles

On 12/12/97 before me,

A. SMITH

personally appeared **Nora Yoro Asst. Sec.**

known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

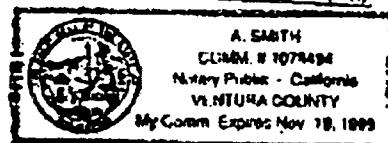
A. ~~~~PA) 000000 CBL (07/97)

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



*Karen L. Storch*  
Karen L. Storch  
Recorder of Deeds

Page 3 of 3



(Seal)

7-15-98

CLEARFIELD CO., PA  
ENTERED OF RECORD  
TIME 1:13 PM  
BY *Karen L. Storch*  
FEE 12.50  
Karen L. Storch, Recorder

Entered of Record 7-15-98 1:13 PM Karen L. Storch, Recorder

2-3

## **EXHIBIT C**

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

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV, PTX-B35  
PLANO, TX 75024-3632

Plaintiff  
v.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

Defendant(s)

TERM

NO. 03-524-CD

CLEARFIELD COUNTY

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

APR 09 2003

Attest.

*William L. Chen*  
Prothonotary/  
Clerk of Courts

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD, PA 16830  
(814) 765-2641

**FEDERMAN AND PHELAN**  
**ATTORNEY FILE COPY**  
**PLEASE RETURN**

Loan #: 5408886

**FEDERMAN AND PHELAN**  
**ATTORNEY FILE COPY**  
**PLEASE RETURN**

We hereby certify the  
within to be a true and  
correct copy of the  
original filed of record  
**FEDERMAN AND PHELAN**

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

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

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

1. Plaintiff is

THE BANK OF NEW YORK AS TRUSTEE  
7105 CORPORATE DRV,PTX-B35  
PLANO, TX 75024-3632

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

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A  
COLLEEN ALBRIGHT  
232 BIGLER STREET A/K/A  
P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

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

3. On 12/12/97 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to AMERICAN WHOLESALE LENDER which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1895, Page 252. By Assignment of Mortgage recorded 07/15/98 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. VD 1951, Page 74.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/02 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$62,388.01
Interest	4,355.00
04/01/02 through 03/01/03	
(Per Diem \$13.00)	
Attorney's Fees	1,000.00
Cumulative Late Charges	114.40
12/12/97 to 03/01/03	
Cost of Suit and Title Search	<u>550.00</u>
Subtotal	\$68,407.41
Escrow	
Credit	339.52
Deficit	0.00
Subtotal	<u>(\$ 339.52)</u>
<b>TOTAL</b>	<b>\$68,067.89</b>

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$68,067.89, together with interest from 03/01/03 at the rate of \$13.00 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

By: /s/ Francis S. Hallinan  
FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

ALL THOSE CERTAIN PIECES OR PARCELS OF GROUND SITUATE IN BRISBIN BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

THE FIRST THEREOF: BEGINNING AT THE SOUTHWEST CORNER OF BIGLER STREET AND RUSS AVENUE; THENCE ALONG BIGLER STREET ONE HUNDRED FIFTY (150') FEET TO LOCUST ALLEY; THENCE ALONG LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE ALONG MINK ALLEY ONE HUNDRED FIFTY (150') FEET TO RUSS AVENUE; THENCE ALONG RUSS AVENUE ONE HUNDRED FIFTY (150') FEET TO PLACE OF BEGINNING. CONTAINING THREE (3) LOTS.

BEING FURTHER IDENTIFIED BY CLEARFIELD COUNTY MAP ASSESSMENT NUMBER 1-M14-332-00003.

BEING THE SAME PREMISES IDENTIFIED AS THE SECOND THEREOF AS WAS CONVEYED UNTO GRANTORS BY DEED OF JOHN M. BERENBROK, ET UX, DATED MAY 6, 1974 AND ENTERED FOR RECORD IN CLEARFIELD COUNTY DEED BOOK VOLUME 680, PAGE 247 ON MAY 24, 1974.

THE SECOND THEREOF: BEGINNING AT THE SOUTHEAST CORNER OF BIGLER STREET, AND NOW VACATED LOCUST ALLEY; THENCE IN A SOUTHWESTERLY DIRECTION AND THE EASTERN SIDE OF LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO MINK ALLEY; THENCE IN A NORTHWESTERLY DIRECTION ALONG MINK ALLEY TEN (10') FEET TO THE CENTER OF NOW VACATED LOCUST ALLEY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER LINE OF NOW VACATED LOCUST ALLEY ONE HUNDRED FIFTY (150') FEET TO THE SOUTHERN SIDE OF BIGLER STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG BIGLER STREET TEN (10') FEET TO POINT AND PLACE OF BEGINNING.

PROPERTY ADDRESS: P.O. BOX 232 BIGLER STREET

VERIFICATION

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

Michael D. Vestal

DATE: 04/02/03

## **EXHIBIT D**

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

ATTORNEY FOR PLAINTIFF

THE BANK OF NEW YORK, AS TRUSTEE  
Plaintiff

Vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A COLLEEN  
ALBRIGHT

Defendants

: COURT OF COMMON PLEAS  
: CIVIL DIVISION  
: CLEARFIELD COUNTY  
: NO. 03-524-CD

TO: COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT  
SCI ROCKVIEW, BOX A  
BELLEVONTE, PA 16823

DATE OF NOTICE: JULY 8, 2003

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

**IMPORTANT NOTICE**

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

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

---

FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

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

ATTORNEY FOR PLAINTIFF

THE BANK OF NEW YORK, AS TRUSTEE  
Plaintiff

: COURT OF COMMON PLEAS

Vs.

: CIVIL DIVISION

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT A/K/A COLLEEN  
ALBRIGHT

: CLEARFIELD COUNTY

Defendants

: NO. 03-524-CD

FILE COPY

TO: WILLIAM W. ALBRIGHT, JR.  
C/O PENN SALES  
832 SARAH STREET  
OSCEOLA MILLS, PA 16666

DATE OF NOTICE: JULY 8, 2003

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

**IMPORTANT NOTICE**

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

FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

## **EXHIBIT E**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE BANK OF NEW YORK AS TRUSTEE  
UNDER THE POOLING AND SERVICING  
AGREEMENT SERIES 1906-1  
7105 CORPORATE DRIVE  
PLANO, TX 75024-3632

No.: 03-524-CD

vs.

WILLIAM W. ALBRIGHT, JR.  
COLLEEN C. ALBRIGHT  
A/K/A COLLEEN ALBRIGHT  
232 BIGLER STREET  
A/K/A P.O. BOX 232 BIGLER STREET  
BRISBIN, PA 16620

FEDERMAN AND PHelan  
ATTORNEY FILE COPY  
PLEASE RETURN

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against WILLIAM W. ALBRIGHT, JR. and COLLEEN C. ALBRIGHT A/K/A COLLEEN ALBRIGHT, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint Interest (3/1/03 to 8/20/03)	\$68,067.89 <u>2,249.00</u>
<b>TOTAL</b>	<b>\$70,316.89</b>

FEDERMAN AND PHelan  
ATTORNEY FILE COPY  
PLEASE RETURN

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

*Frank Federman*  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: August 20, 2003

*COPY*  
PRO PROTHY  
FILED  
201  
AUG 20 2003  
MLD  
William A. Shaw  
Prothonotary/Clerk of Courts

## **EXHIBIT F**



## **EXHIBIT G**

**SUBJECT PROPERTY PHOTO ADDENDUM**

Borrower: NA

Property Address: Cnr of Russ and Bigler Streets

City: Brisbin

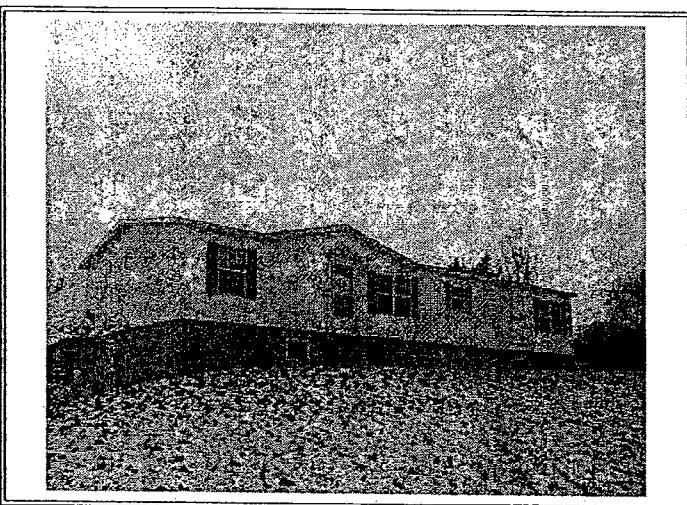
Lender: Asset Management/LandSafe

File No.: albright/5408886

Case No.: 2441626

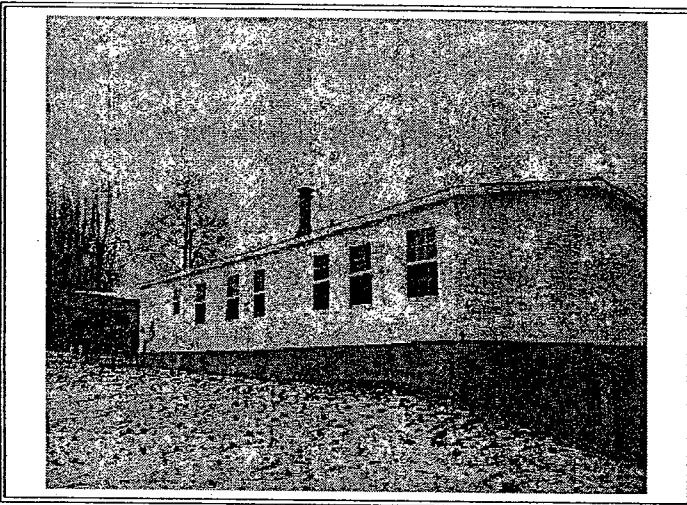
State: PA

Zip: 16620

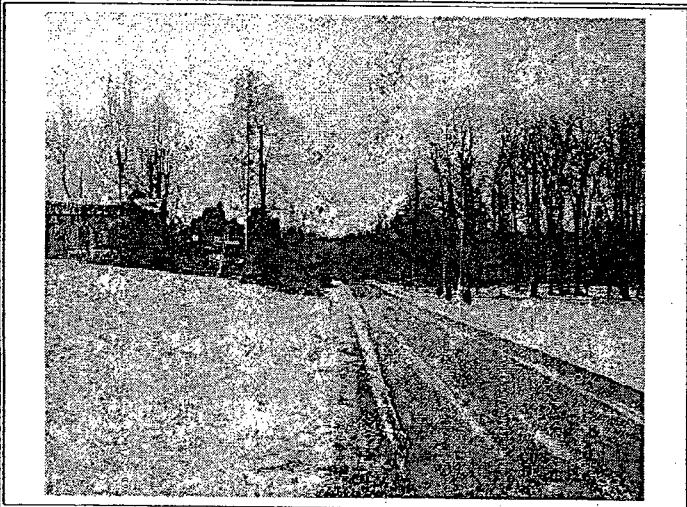


**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: January 7, 2004  
Appraised Value: \$ 61,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

**V E R I F I C A T I O N**

Sheetal R. Shah-Jani, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is Authorized to make this Verification, and that the statements made in the foregoing Plaintiff's Motion for Equitable Conversion to Real Property, and Brief in Support Thereof are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

DATE: 8/4/04

FEDERMAN AND PHELAN, LLP

BY: Sheetal Shah-Jani  
Sheetal R. Shah-Jani, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas  
: Civil Division  
: Clearfield County  
: No. 03-524-CD

vs.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

#### CERTIFICATION OF SERVICE

TO THE PROTHONOTARY:

I hereby certify a true and correct copy of the foregoing Motion for Equitable  
Conversion to Real Property, and to Confirm Sheriff's Sale, Nunc Pro Tunc, Rule, and Brief in  
Support thereof, was served by regular mail on Defendants on the date listed below.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
518 ½ Good Street  
Houtzdale, PA 16651

William W. Albright, Jr.  
c/o Penn Sales  
832 Sarah Street  
Osceola Mills, PA 16666

Colleen C. Albright, a/k/a Colleen Albright  
SCI Rockview, Box A  
Bellefonte, PA 16823

N BOC  
P.O. Box 400  
600 Philadelphia Street  
Indiana, PA 15701

DATE: 8/4/04

FEDERMAN AND PHELAN, LLP

BY: Sheetal R. Shah-Jani  
Sheetal R. Shah-Jani, Esquire  
Attorney for Plaintiff

## **EXHIBIT H**

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas  
: Civil Division  
: Clearfield County  
: No. 03-524-CD

vs.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

**RULE**

AND NOW, this 13<sup>th</sup> day of August 2004, a Rule is entered upon the Defendants,  
to show cause why an Order should not be entered granting Plaintiff's Motion for Equitable  
Conversion, and to Confirm Sheriff's Sale, Nunc Pro Tunc.

Rule Returnable on the 8 day of September 2004, at 10:30 A.M. in the Main  
Courtroom of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

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

/s/ Fredric J. Ammerman

AUG 13 2004

J.

Attest:

*Sheetal R. Shah*  
Prothonotary/  
Clerk of Courts

# **EXHIBIT I**

# CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder**

**Maurene Inlow - Chief Deputy**

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

**FEDERMAN & PHELAN LLP**

**Instrument Number - 200415646**

**Recorded On 9/23/2004 At 2:14:59 PM**

**\* Instrument Type - ORDER**

**\* Total Pages - 2**

**Invoice Number - 118068**

**\* Mortgagor - ALBRIGHT, WILLIAM W JR**

**\* Mortgagee - BANK OF NEW YORK**

**\* Customer - FEDERMAN & PHELAN LLP**

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$18.50

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



*Karen J. Starck*

**Karen L. Starck  
Recorder of Deeds**

**THIS IS A CERTIFICATION PAGE**

# **Do Not Detach**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

FEDERMAN AND PHELAN, LLP  
by: Sheetal R. Shah-Jani, Esquire  
Atty. I.D. No. 81760  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee Under the  
Pooling and Servicing Agreement Series 1906-1  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas  
: Civil Division  
: Clearfield County

vs.

: No. 03-524-CD

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

**ORDER**

AND NOW, this 8 day of September, 2004, upon consideration of Plaintiff's Motion for Equitable Conversion and Confirmation of Sheriff's Sale, Nunc Pro Tunc, and any response thereto, it is hereby:

ORDERED and DECREED that the property at 232 Bigler Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA 16620 with a tax map number of 1-M14-332-3, be assessed henceforth as one parcel of real estate, upon which improvement is permanently affixed.

It is further ORDERED and DECREED that said property is equitably converted to real estate by way of this motion, and not subject to separation from land, and the Sheriff's Sale of the aforementioned property held on December 5, 2003 is confirmed, nunc pro tunc.

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

SEP 08 2004

Attest:

Prothonotary/  
Clerk of Courts

BY THE COURT:  
/s/ Fredric J. Ammerman

J.

## **EXHIBIT J**

# FACT SHEET



## Involuntary Transfer of Ownership of a Vehicle by Court Order

### PURPOSE

This Fact Sheet outlines the procedures that must be followed when applying for a Certificate of Title involving the involuntary transfer of a vehicle's ownership. This procedure involves obtaining a court order and should be used only in those circumstances where it is impossible to transfer ownership of a vehicle by the use of a Certificate of Title or Vehicle Manufacturer's Certificate of Origin. Since every set of facts and surrounding circumstances will be unique, a person attempting to be declared owner of a vehicle where proper ownership documents are not available should seek the advice of a private attorney. **THE DEPARTMENT WILL NOT OFFER LEGAL ADVICE REGARDING THE INVOLUNTARY TRANSFER OF OWNERSHIP OF A VEHICLE.**

### PROCEDURES

1. A person attempting to obtain ownership of a vehicle must commence a proceeding with a court of competent jurisdiction setting forth the facts and circumstances of the case. The ownership of the vehicle will be determined by the court. Please note that a sample court order is provided on the reverse side of this fact sheet. **UNLESS THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION IS THE OWNER OF THE VEHICLE IN QUESTION, THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION IS NOT AN INTERESTED PARTY TO THIS COURT PROCEEDING. THEREFORE, THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION SHOULD NOT BE A NAMED PARTY IN THE PROCEEDING.**
2. A person attempting to be declared owner of a vehicle by court order must notify all persons with an interest in the vehicle of the pendency of the court proceeding. The notification must be sent by certified mail, return receipt requested, and must include the following:
  - (1) A specific description of the vehicle (i.e., year, make, model and VIN);
  - (2) The court of competent jurisdiction where an action will be or has been filed; and
  - (3) The time, date and place of any court proceeding.

**AT A MINIMUM, THE NOTICE MUST BE SENT TO THE PERSON(S) TO WHOM THE VEHICLE IS PRESENTLY TITLED AND REGISTERED AND EVERY LIENHOLDER THAT IS LISTED ON THE TITLE RECORD. PLEASE NOTE THAT IF A PERSON ATTEMPTING TO BE DECLARED OWNER OF A VEHICLE IS UNAWARE OF ANY PERSON WITH AN INTEREST IN THE VEHICLE, THE PERSON ATTEMPTING TO OBTAIN OWNERSHIP OF THE VEHICLE MAY OBTAIN A CERTIFIED COPY OF THE VEHICLE'S COMPUTER RECORD BY COMPLETING FORM DL-135 (REQUEST FOR VEHICLE INFORMATION), AND SUBMITTING FORM DL-135 TO THE DEPARTMENT ALONG WITH THE APPROPRIATE FEES.**

December 2003

- over -

Bureau of Motor Vehicles - Research and Support Operations Section

P.O. Box 68031, Harrisburg, PA 17106-8031

Visit the Driver and Vehicle Services web site at: [www.dmv.state.pa.us](http://www.dmv.state.pa.us)

3. In the event the notice sent to a person with an interest in the vehicle is returned as "Unclaimed," the person attempting to be declared owner of the vehicle must advertise a legal notice at least once in the county legal journal(s) and at least once per week for three consecutive weeks in the newspaper(s) of general circulation where any person known to claim an interest in the vehicle may be located and where the vehicle is located, if these two locations are different. Please refer to the *Pennsylvania Bar Association Lawyers Directory & Produce Guide* to determine the appropriate legal journal. The advertisement should include the following:
  - (1) A specific description of the vehicle (i.e., year, make, model and VIN);
  - (2) The court of competent jurisdiction where an action will be or has been filed; and
  - (3) The time, date and place of any court proceeding.
4. When the above procedure is followed and the court of competent jurisdiction enters an order declaring an individual the rightful owner of the vehicle, the Department may issue a Certificate of Title to the person named in the court order upon receipt of the following:
  - (1) A certified copy of the court order entered declaring the individual owner of the vehicle;
  - (2) Form MV-1, "Application for Certificate of Title," and check or money order payable to the Commonwealth of Pennsylvania.
  - (3) Appropriate sales tax, title and registration fees.

Unless the petitioner is eligible to claim a Sales Tax Exemption, sales tax must be paid on the Fair Market Value of the vehicle as listed in a current edition of a Department-approved publication. Approved Department publications include the following: N.A.D.A., The Automobile Red Book, The Black Book Official Used Car Guide, American Used Car Guide, and The Kelley Blue Book Used Car Guide.

#### SAMPLE COURT ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, after reasonable notice and an opportunity for hearing having been provided to all interested parties, the Court hereby awards ownership of one [year], [make], [model], bearing vehicle identification number \_\_\_\_\_ to [name of applicant], and the right, title and interest of any other person to said vehicle is hereby extinguished. The Commonwealth of Pennsylvania, Department of Transportation may accept this order as evidence of ownership in lieu of a Certificate of Title. The Petitioner shall submit the appropriate forms, taxes and fees and comply with any other procedures of the Commonwealth of Pennsylvania, Department of Transportation in order to receive the appropriate Certificate of Title for said vehicle.

BY THE COURT:

\_\_\_\_\_  
Judge

## **EXHIBIT K**

## PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

## VEHICLE RECORD ABSTRACT

5/18/04

PAGE 1

041390709000032 003

OWNER : WILLIAM & COLLEEN  
ALBRIGHT  
927 MCATEER STREET  
HOUTZDALE PA 16651

LESSEE : NONE

TITLE NUMBER : 49857220  
TAG NUMBER :  
VIN : 07967226634AB  
MAKE : CHAMPION  
MODEL :  
RENEWAL WID :  
PREVIOUS TAG :  
LIENS : YES  
STOPS : NO

TITLE DATE : 07/25/96  
REGISTRATION EXPIRY DATE:  
BODY TYPE : MH  
ODOMETER READING : \*  
\*EXEMPT BY FED LAW  
DUPLICATE TITLE COUNT : 0  
VEHICLE YEAR : 1996  
STOLEN DATE :

## TITLE BRAND INFORMATION

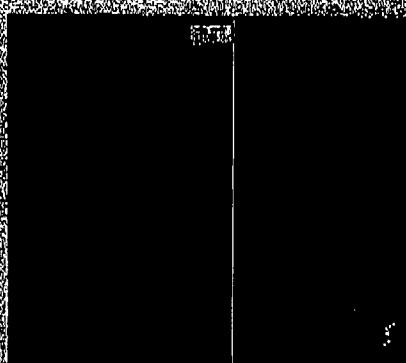
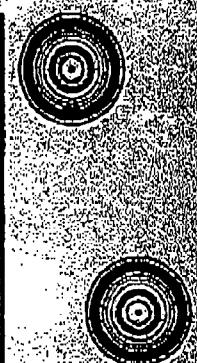
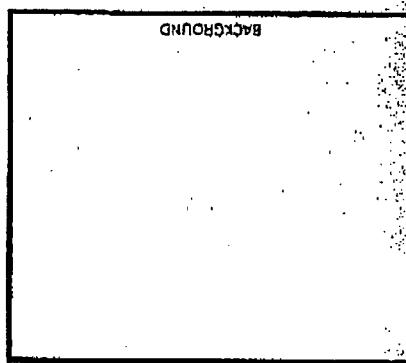
NO TITLE BRANDS EXIST FOR THIS TITLE

ADDRESS CORRESPONDENCE TO:  
DEPARTMENT OF TRANSPORTATION  
VEHICLE RECORD SERVICES  
PO BOX 68691  
HARRISBURG, PA 17106-8691

INFORMATION: (7:00 AM TO 9:00 PM)  
IN STATE 1-800-932-4600  
OUT-OF-STATE 717-391-6190  
TDD IN STATE 1-800-228-0676  
TDD OUT-OF-STATE 717-391-6191  
WWW.DOT.STATE.PA.US

96207-1487-000165

## BACKGROUNDS







REV. 4-97 ID 6-01

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
ENFORCEMENT AND COLLECTION UNIT  
Mobile Home Tax  
Enforcement Unit

**CERTIFICATE OF COLLECTION  
OR  
PAYMENT OF TAX  
ON MOBILE HOMES**

600942

PRINT OR TYPE

READ INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING THIS FORM

**A. PRINCIPALS**

A1. Seller's Name  
Black's Home Sales, Inc.  
Street Address  
715 Old Route 22  
City State Zip Code  
Duncansville PA 16639  
Seller's Sales Tax License Number Dealer's Identification No.  
07120103 85-5861BL

A2. Purchaser's Name  
William & Colleen Albright  
Street Address  
927 McAtee Street State Zip Code  
PA 16631  
Buyer Use Only

**B. UNIT SOLD**

B1. Date of Sale  
10/4/95  
B2. Model  
Champion  
B3. Year  
1996  
B4. Unit located on land owned by the purchaser located at this address  
927 McAtee Street  
City State Zip Code  
PA 16631

B5. Seller's Invoice Number  
B6. Manufacturer's Number  
B7. Serial Number  
07-96-722-6634 A/B

**C. Dealer Certification - "Cobalt Sale"**

I certify under penalty of law that I am authorized to make this certification concerning the unit described in paragraph B above and that: (check and complete either block - C1 or C2)

C1.  Sales tax was paid on acquisition cost of the above to: \_\_\_\_\_

(PA)

C2.  Use tax (was paid) will be paid on the acquisition cost of the above to the PA Department of Revenue with my regular sales tax covering the period 10/96 and under the above sales tax license number. Sales Tax on invoice price and delivery charges were paid to the seller.

**D. Dealer Certification - "Straight Sale"**

I certify under penalty of law that I am authorized to make this certification concerning the sale of the mobile home described in paragraph B above and that: (complete D1 and D2).

D1. Sales tax in the amount of \$ \_\_\_\_\_ was collected from the purchaser named in paragraph A above, and

D2. Said amount of sales tax (will be) (has been) remitted to the PA Department of Revenue with my regular sales tax return covering the period \_\_\_\_\_ submitted under the above sales tax license number.

**MISUSE OF THIS CERTIFICATE IS PUNISHABLE BY FINE OR IMPRISONMENT**

E. By

*Joseph W. Eversole*

Print Name Joseph W. Eversole, Operations Manager  
Black's Home Sales, Inc.

For

Manufacturer's  
Statement or Certificate  
12  
OF ORIGIN TO A MANUFACTURED HOME  
CHAMPION HOME BUILDERS CO.

City Claysburg State PA

The undersigned manufacturer hereby certifies that  
the new Manufactured Home described below, the property of said  
manufacturer has been transferred this 20 day of November

19 95 on Invoice No. 07-6634AB

to Black's Mobile Home Sales, Inc.

whose address is 745 Old Route 22

Duncansville, PA 16635

Trade Name of  
Manufactured Home Sovereign No. Wheal 16

Model Description 3 BR No. Axles 8

Serial No. 07-95-722-6634AB Length 64'

Shipping Weight 48,000 Width 28'

Date of Manufacture November Model Year 1995

Other Data:

Said manufacturer hereby certifies that this written instrument constitutes the first conveyance of said home after its manufacture and that the manufacturer's serial number set forth above has not been used by the manufacturer on any other home manufactured by said manufacturer, and that there are no other manufacturer's certificates issued by the manufacturer for the home described above.

Champion Homes  
MANUFACTURER

By James J. Miller SALES MGR  
Title SALES MGR

N.C.S. No. 4-10  
C-100-100

Allowance

11-1995-10-20

CHAMPION HOMES  
MANUFACTURER  
DEPARTMENT OF INVESTIGATION  
MANUFACTURED HOME  
MANUFACTURER'S STATEMENT

CERTIFICATE OF COLLECTION  
OR  
PAYMENT OF TAX  
ON MOBILE HOMES

600012

READ INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING THIS FORM

## **EXHIBIT L**

## NAME AND ADDRESS OF BORROWER

William W. Albright, Jr and Colleen C. Albright

## NAME AND ADDRESS OF LENDER

America Wholesale Lender

## PROPERTY LOCATION

Box 232, Bigle St, Bala Cynwyd, PA 19004

## SETTLEMENT AGENT

The Real Estate Closing Company

## PLACE OF SETTLEMENT

P.O. Box 11212  
State College, PA 16805

TIN: 23-1727251

Type of Loan	Loan Number	Settlement Date	Other Ins Case No.
5. Cony. Ins.	5408886	12/12/97	
<b>L. SETTLEMENT CHARGES</b>			
<b>100. Items Payable in Connection with Loan</b>			
1001. Loan Orig. Fee: % To			
1002. Loan Discount: % To			
1003. Appraisal Fee To: Priority Mortgage	225.00		
1004. Credit Report To: Priority Mortgage	25.00		
1005. Lender's Ins. Fee			
1006. Mtg. Ins. Appl. Fee To:			
1007. Mtg. Broker Fee To: Priority Mortgage	2,250.75		
1008. Flood Check To: America Wholesale	17.00		
1009. Tax Service fee To: America Wholesale	88.00		
1010. Courier Fee To: America Wholesale	23.00		
1011. PIA To: Priority From New Century (301.81)	POC		
<b>1000. Items Required by Lender to be Paid in Advance</b>			
901. Interest from 12/17/97 to 01/01/98 at \$ 13,450/day	291.75		
902. Mtg. Ins. Premium: from to			
903. Tax. Ins. Premium			
904. Flood Ins. Premium:			
905			
<b>1000. Reserves Deposited with Lender</b>			
1001. Hazard Insurance: 9 mos or 41.99/mo	377.91		
1002. Mortgage Insurance: 11 mos or 11.05/mo	143.55		
1003. City Property Taxes: 11 mos or 11.05/mo			
1004. City Property Taxes:			
1005. Annual Assessments:			
1006. School Prop. Taxes: 7 mos or 57.59/mo	403.13		
1007.			
1008.			
1009. Adjustment to Escrow Starting Balance	-136.21		
<b>1100. Title Charges</b>			
1101. Closing Fee To: Real Estate Closing Company	295.00		
1102. Abstract/Search Fee			
1103. Title Examination Fee			
1104. Title Ins. Binder Fee			
1105. Document Prep. Fee			
1106. Notary Fee Fee			
1107. Attorney's Fees Fee			
(Includes above lines)			
1108. Title Insurance To: Stewart Title Company	608.75		
(Includes above lines)			
1109. Lender's Coverage \$ 65,450.00	\$ 608.75		
1110. Owner's Coverage \$	\$		
1111. Endorsements 100,000.00	75.00		
1112. Lien Costs	50.00		
1113. Express Mail Fee	31.00		
<b>1200. Government Recording and Transfer Charges</b>			
1201. Rec Fees Mtg \$ 41.50 Release \$ 0.00	41.50		
1202. City/County Tax Stamps Mtg \$			
1203. State Tax Stamps Mtg \$			
1204. Incoming Wire Fee To: Real Estate Closing Co	20.00		
1205. Record One Day Yrs: Real Estate Closing Co	10.00		
<b>1300. Additional Settlement Charges</b>			
1301. Survey To			
1302. Pest Inspection Fee			
1303. Underwriting Fee To: America Wholesale	190.00		
1304. Processing Fee To: Priority Mortgage	175.00		
1305. Broker Admin fee To: Priority Mortgage	300.00		
1306.			
1307.			
1400. Total Settlement Charges (enter on line 1602)	5,657.13		
<b>N. NET SETTLEMENT</b>			
1601. Loan Amount		65,450.00	
1602. Plus Cash/Check from Borrower		0.00	
1602. Minus Total Settlement Charges (line 1400)		3,657.13	
1603. Minus Total Disbursements to Others (line 1520)		60,301.40	
1604. Balance Disbursements ( ) To ( ) From Borrower			
(after expiration of any applicable retention period required by law)			
		308.49	

I have carefully reviewed the HUD-1A Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account, or by me in this transaction. I further certify that I have received a copy of the HUD-1A Settlement Statement.

William W. Albright

Colleen C. Albright

The HUD-1A Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

THE REAL ESTATE CLOSING COMPANY  
By: Colleen C. Albright  
As Its Authorized Representative

12/12/97

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

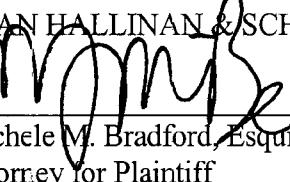
\*TurboClos® Closing by Computer \* 1-800-741-6145 \*

File: SB/1130

## VERIFICATION

Michele M. Bradford, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is Authorized to make this Verification, and that the statements made in the foregoing Plaintiff's Motion to Transfer Title, and Brief in support thereof are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

DATE: 5/16/05

PHELAN HALLINAN & SCHMIEG, LLP  
BY:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

The Bank of New York as Trustee  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas  
: Civil Division  
: Clearfield County  
: No. 03-524-CD

vs.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

**CERTIFICATION OF SERVICE**

TO THE PROTHONOTARY:

I hereby certify a true and correct copy of the foregoing Motion to Transfer Title, and Brief in Support thereof, were served by certified and regular mail on Defendants and interested parties on the date listed below.

William W. Albright, Jr.  
Colleen C. Albright, n/k/a Colleen Vingless  
232 Bigler Street  
Brisbin, PA 16620

Colleen C. Albright, n/k/a Colleen Vingless  
518 ½ Good Street  
Houtzdale, PA 16651

NBOC  
P.O. Box 400  
600 Philadelphia Street  
Indiana, PA 15701

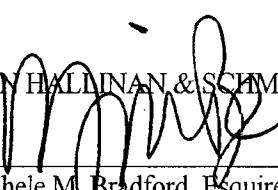
Colleen C. Albright, n/k/a Colleen Vingless  
821 Grace Street  
Houtzdale, PA 16651

William W. Albright, Jr.  
Colleen C. Albright, n/k/a Colleen Vingless  
P.O. Box 232  
Brisbin, PA 16620

Countrywide Home Loans, Inc.  
Attn: James Lisciandro, Asset Manager  
400 Countrywide Way  
Simi Valley, CA 93065

Girard Kasubick, Esquire  
Lehman & Kasubick  
611 Brisbin Street  
Houtzdale, PA 16651

DATE: 5/16/05

PHELAN HALLINAN & SCHMIEG, LLP  
BY:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff

27

**FILED**

**MAY 24 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

The Bank of New York as Trustee  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas  
: Civil Division  
: Clearfield County

vs.

: No. 03-524-CD

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2005, upon consideration of Plaintiff's Motion for Transfer of Title, and after reasonable notice and opportunity for hearing provided to all interested parties it is hereby:

ORDERED and DECREED that ownership of the 1996 Champion Sovereign bearing vehicle identification number 07967226634AB is awarded to Countrywide Home Loans, Inc., and the right, title and interest of any other person to said vehicle is hereby extinguished; and

The Commonwealth of Pennsylvania, Department of Transportation may accept this order as evidence of ownership in lieu of a Certificate of Title. The Petitioner shall submit the appropriate forms, taxes and fees and comply with any other procedures of the Commonwealth of Pennsylvania, Department of Transportation in order to receive the Certificate of Title for said vehicle; and

The February 5, 2004 Sheriff's Deed to the property at 232 Bigler Street, a/k/a P.O. Box 232 Bigler Street, Brisbin, PA 16620, recorded at instrument number 200401825, tax map number 1-M14-332-00003 is amended, nunc pro tunc, and title to the premises is hereby vested in Countrywide Home Loans, Inc. The Recorder of Clearfield County is directed to accept a certified copy of this order for recording.

BY THE COURT:

---

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

The Bank of New York as Trustee  
7105 Corporate Drive  
Plano, TX 75024-3632  
Plaintiff

: Civil Division  
: No. 03-524-CD

vs.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

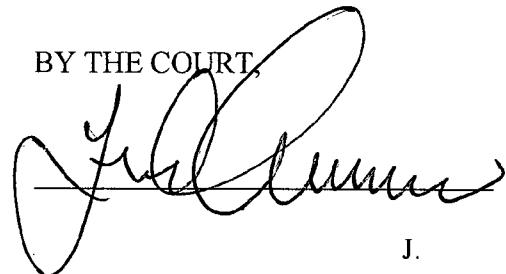
Defendants

**RULE**

AND NOW, this 26 day of May 2005, a Rule is entered upon the Defendants and interested parties, to show cause why an Order should not be entered granting Plaintiff's Motion for Transfer of Title.

Rule Returnable on the 22nd day of June 2005, at 1:30pm in the Main Courtroom of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J.

FILED <sup>rec</sup>  
02:36 PM Atty Federma~  
MAY 26 2005 <sup>6W</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
by: Michele M. Bradford, Esquire  
Atty. I.D. No. 69849  
One Penn Center, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

The Bank of New York as Trustee  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas  
: Civil Division  
: Clearfield County  
: No. 03-524-CD

vs.

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

FILED NO  
m 11 16 05  
JUN 06 2005

William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATION OF SERVICE

TO THE PROTHONOTARY:

I hereby certify true and correct copies of the Rule scheduling a Rule Returnable for June 22, 2005 at 1:30 p.m., were served by regular mail on Defendants and interested parties on the date listed below.

William W. Albright, Jr.  
Colleen C. Albright, n/k/a Colleen Vingless  
232 Bigler Street  
Brisbin, PA 16620

Colleen C. Albright, n/k/a Colleen Vingless  
518 ½ Good Street  
Houtzdale, PA 16651

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P.O. Box 400  
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P.O. Box 232  
Brisbin, PA 16620

Countrywide Home Loans, Inc.  
Attn: James Lisciandro, Asset Manager  
400 Countrywide Way  
Simi Valley, CA 93065

Girard Kasubick, Esquire  
Lehman & Kasubick  
611 Brisbin Street  
Houtzdale, PA 16651

DATE: 6/2/05

PHELAN HALLINAN & SCHMIEG, LLP

BY: Michele M. Bradford

Michele M. Bradford, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

The Bank of New York as Trustee  
7105 Corporate Drive  
Plano, TX 75024-3632

Plaintiff

: Court of Common Pleas

: Civil Division

: Clearfield County

vs.

: No. 03-524-CD

William W. Albright, Jr.  
Colleen C. Albright, a/k/a Colleen Albright  
232 Bigler Street,  
a/k/a P.O Box 232 Bigler Street  
Brisbin, PA 16620

Defendants

FILED <sup>acc</sup>  
01156201 Atty  
JUN 22 2005 Lhota

William A. Shaw <sup>GW</sup>  
Prothonotary/Clerk of Courts

ORDER

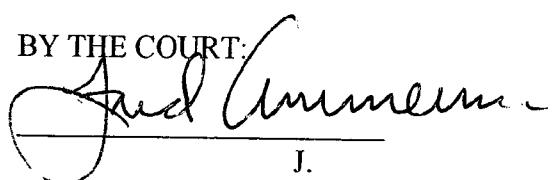
AND NOW, this 22<sup>nd</sup> day of June, 2005, upon consideration of Plaintiff's Motion for Transfer of Title, and after reasonable notice and opportunity for hearing provided to all interested parties it is hereby:

ORDERED and DECREED that ownership of the 1996 Champion Sovereign bearing vehicle identification number 07967226634AB is awarded to Countrywide Home Loans, Inc., and the right, title and interest of any other person to said vehicle is hereby extinguished; and

The Commonwealth of Pennsylvania, Department of Transportation may accept this order as evidence of ownership in lieu of a Certificate of Title. The Petitioner shall submit the appropriate forms, taxes and fees and comply with any other procedures of the Commonwealth of Pennsylvania, Department of Transportation in order to receive the Certificate of Title for said vehicle; and

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BY THE COURT:

  
Fred A. Ammelem  
J.