

03-788- CD

BANK ONE, vs. EDWARD DWORETZKY, et al

2003-788-CD

BANK ONE, NATIONAL ASSOCIATION, TRUSTEE  
Plaintiff

vs.

EDWARD DWORETZKY,  
KATHLEEN DWORETZKY AND  
MELISSA M SCHAUGHNESSY

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

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

NOTICE

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

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

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

AVISO

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

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

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

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

**FILED**  
MAY 29 2003  
m/1:00/ueg  
William A. Shaw  
Prothonotary/Clerk of Courts  
5 cant to SHFF.

BANKONE, NATIONAL ASSOCIATION,  
TRUSTEE,

Plaintiff

vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY,

Defendants

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

:  
:  
: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE

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

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

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

BANK ONE, NATIONAL ASSOCIATION,  
TRUSTEE,

Plaintiff

vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY,

Defendants

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
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: ACTION OF MORTGAGE FORECLOSURE  
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### **COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, BANK ONE, NATIONAL ASSOCIATION, TRUSTEE, is a National Association, with an address of 9350 WAXIE WAY, SAN DIEGO, CALIFORNIA 92123.
2. Defendant, EDWARD DWORETZKY, is an adult individual, whose last known address is 173 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, KATHLEEN DWORETZKY, is an adult individual, whose last known address is 1341 SOUTH GATE DRIVE, ST. CHARLES, MISSOURI 63304. Defendant, MELISSA M SCHAUGHNESSY, is an adult individual, whose last known address is 6 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, December 22, 1999, the said Defendants, Edward Dworetzky and Kathleen Dworetzky, executed and delivered a Mortgage Note in the sum of \$26,250.00 payable to MORTGAGE LENDERS NETWORK USA, INC., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, Edward Dworetzky and Kathleen Dworetzky, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200000106 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to BANK ONE, NATIONAL ASSOCIATION and recorded in the aforesaid County in Instrument No. 20012418. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 6 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. By Deed dated November 25, 2000 and recorded in the aforesaid County in Instrument No. 200018522 and recorded December 15, 2000, Edward Dworetzky and Kathleen Dworetzky conveyed the property subject to the Mortgage to Melissa M. Schaugnessy. The said Defendant, Melissa M. Schaugnessy, is a Terre Tenant and the real owner of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on August 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$24,184.45
Interest at \$7.19 per day From 07/01/2002 To 06/01/2003 ( based on contract rate of 10.700%)	\$12,408.65
Accumulated Late Charges	\$0.00
Late Charges \$29.34 From 08/01/2002 to 06/01/2003	\$293.40
Escrow Balance	\$0.00
Attorney's Fee at 5% of Principal Balance	\$1,209.22
TOTAL	<hr/> \$38,095.72

\*\*Together with interest at the per diem rate noted above after June 01, 2003 and other charges and costs to date of Sheriff's Sale.

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

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

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

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 10.700% (\$7.19 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

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

  
**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)



NOTE

1018012056

## NOTE

December 22, 1999  
[Date]

State College

[City]

Pennsylvania  
[State]

6 SHAFFER AVENUE, DUBOIS, PA 15801

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 26,280.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is MORTGAGE LENDERS NETWORK USA, INC.

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.7000 %.

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

## 3. PAYMENTS

## (A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on February 1

2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

MIDDLESEX CORP. CENTER 11TH FL. 213 COURT ST., MIDDLETOWN CT 06457

or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 283.44

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

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

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

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

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

MULTISTATE FIXED RATE NOTE - Single Family - FIMA/FHLMC Uniform Instrument

Form 2300 12/93

Amended 5/01

VMP MORTGAGE FORMS - 0121222-0100 - 000000-1201

Page 1 of 2



Exhibit "A"

1010012056

**(C) Notice of Default**

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

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

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

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

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

**7. GIVING OF NOTICES**

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

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

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

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

**9. WAIVERS**

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

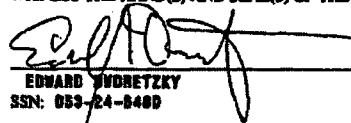
**10. UNIFORM SECURED NOTE**


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

**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.

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

  
 EDWARD DWORETZKY  
 SSN: 053-24-8480  
 (Seal)  
 -Borrower

  
 KATHLEEN DWORETZKY  
 SSN: 489-56-4004  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower  
 SSN:

\_\_\_\_\_  
 (Seal)  
 -Borrower  
 SSN:

(Sign Original Only)

ALL that certain piece or parcel or land with a residential dwelling and improvements thereon, situate in the City of DuBois (Fourth Ward) Clearfield County, Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a post on South Brady Street; thence South 59-1/4 degrees East, approximately 125 feet to a post or pin in a line run exactly midway between the cellar walls of the two frame houses built on a lot of which this is a part, which said line is at all points equally distant from the said walls of said houses; thence by said line a distance of 50 feet Southerly to line of lands now or formerly of Henry Knarr; thence by the lot now or formerly of Knarr, westerly a distance of approximately 125 feet to line of South Brady Street; thence by line of South Brady Street, 50 feet to the place of beginning. Being part of Lot No. 1, of the Henry Knarr's First Addition to DuBois.

EXCEPTING AND RESERVING the following parcel previously conveyed by Floryan F. Godeck and Merry Godeck and Joseph Bojalad and Brenda Bojalad to Jaymee Company, by Deed dated November 2, 1989, and recorded in Clearfield County Deeds and Records Book 1321, Page 436:

BEGINNING at an iron pipe at the Northwest corner of Lot No. 2, on a DuBois Plan of Lots, and being a common corner with other lands of the Jaymee Company and on the Southeast right-of-way, of Brady Street, a 50 foot wide street at this particular location; thence by line of Lot No. 2, and other lands of the Jaymee Company, South 52 degrees 14 minutes 41 seconds East 86.07 feet to an iron pipe in a sloping embankment on corner of lands now or formerly of Joseph Bojalad; thence by same parallel to a dwelling to the right and 10.50 feet therefrom North 35 degrees 22 minutes 11 seconds East, 50.00 feet to the Southwestern right of way of Chaffin Street being a 50

Exhibit "B"

**Homecomings Financial**

A GMAC Company

February 14, 2003

Certified Mail, Return Receipt Requested

0431789056  
Melissa M Schaugnessy  
6 Shaffer Avenue  
Dubois, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dubois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 3,423.40**. That sum includes the following:

7 payments totaling:	\$ 3,158.02
Late charges:	\$ 205.38
Other fees and/or costs	\$ 60.00
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 3,423.40 BY March 16, 2003 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

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.

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue  
800.206.2901  
Suite 900 Dallas, Texas 75204  
Homecomings.com

Exhibit "C"

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

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

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

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

Date: February 14, 2003

TO: Melissa M Schaugnessy  
6 Shaffer Avenue  
DuBois, PA 15801

Premises: 6 Shaffer Avenue  
DuBois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

**LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2506

ALL CORRESPONDENCE REGARDING PHEA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue, DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 02/01/03 totaling:	\$ 3,158.02
Late Charges:	\$ 205.38
Other fees and/or costs (including NSF charges and property inspections):	\$ 60.00
LESS: Unapplied Funds:	N/A
<b>TOTAL</b>	<b>\$ 3,423.40</b>

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 3,423.40, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.305.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

**Homecomings Financial**

A GMAC Company

October 07, 2002

Certified Mail, Return Receipt Requested

0431789056  
Kathleen Dworetzky  
173 Treasure Lake  
Dubois, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dubois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 1,611.18**. That sum includes the following:

3 payments totaling:	\$ 1,552.50
Late charges:	\$ 58.68
Other fees and/or costs	N/A
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,611.18 BY November 06, 2002 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

**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.**

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue  
800.206.2901  
Suite 900 Dallas, Texas 75204  
Homecomings.com

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

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

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

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

Date: October 07, 2002

TO: Kathleen Dworetzky  
173 Treasure Lake  
DuBois, PA 15801

Premises: 6 Shaffer Avenue  
DuBois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO  
PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS  
ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE  
AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

**LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2505

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 10/01/02 totaling:	\$ 1,552.50
Late Charges:	\$ 58.68
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
TOTAL	\$ 1,611.18

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,611.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

**Homecomings Financial**

A GMAC Company

October 07, 2002

Certified Mail, Return Receipt Requested

0431789056  
Edward Dworetzky  
6 Shaffer Avenue  
Dubois, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dubois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 1,611.18**. That sum includes the following:

3 payments totaling:	\$ 1,552.50
Late charges:	\$ 58.68
Other fees and/or costs:	N/A
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,611.18 BY November 06, 2002 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

**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.**

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue  
800.206.2901

Suite 900 Dallas, Texas 75204  
Homecomings.com

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

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

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

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

Date: October 07, 2002

TO: Edward Dworetzky  
6 Shaffer Avenue  
DuBois, PA 15801

Premises: 6 Shaffer Avenue  
DuBois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

**LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2505

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.  
**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue , Duhris, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 10/01/02 totaling:	\$ 1,552.50
Late Charges:	\$ 58.68
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
<b>TOTAL</b>	<b>\$ 1,611.18</b>

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,611.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,


Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

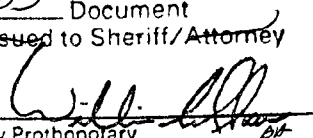
VERIFICATION.

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff, BANK ONE, NATIONAL ASSOCIATION, TRUSTEE. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: May 28, 2003

  
Leon P. Haller, Esquire

12-19-03 Document  
Reinstated/~~Reissued~~ to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

11 Mar 04 Document  
Reinstated/~~Reissued~~ to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

**FILED**

**MAY 29 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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

**BANK ONE, NATIONAL ASSOCIATION**

Sheriff Docket # 14122

VS.

03-788-CD

**DWORETZKY, EDWARD al**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JUNE 2, 2003 AT 10:34 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT AT 6 SHAFFER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID R. JOHNS, OCCUPANT 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 3, 2003 AT 11:10 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD DWORETZKY, DEFENDANT AT RESIDENCE, 173 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD DWORETZKY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

NOW JULY 28, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MELISSA M. SCHAUGHNESSY, DEFENDANT.

**Return Costs**

Cost	Description
61.73	SHERIFF HAWKINS PAID BY: ATTY CK# 71931
30.00	SURCHARGE PAID BY: ATTY CK# 72276

**Sworn to Before Me This**

*29th* Day Of *July* 2003

*William A. Shaw*

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

**So Answers,**

*Chester A. Hawkins*

Chester A. Hawkins

Sheriff

**FILED** No  
03:23:24 cc  
JUL 29 2003

William A. Shaw  
Prothonotary/Clerk of Courts

2003-788-c0

BANK ONE, NATIONAL ASSOCIATION, TRUSTEE  
Plaintiff

vs.

EDWARD DWORETZKY,  
KATHLEEN DWORETZKY AND  
MELISSA M SCHAUGHNESSY

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

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

NOTICE

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

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

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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

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

MAY 29 2003

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

BANKONE, NATIONAL ASSOCIATION,  
TRUSTEE,

Plaintiff

vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY,

Defendants

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

:

:

: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE

:

:

:

:

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

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

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

BANK ONE, NATIONAL ASSOCIATION,  
TRUSTEE,

Plaintiff

vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY,

Defendants

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
:  
: ACTION OF MORTGAGE FORECLOSURE  
:  
:  
:  
:

### **COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, BANK ONE, NATIONAL ASSOCIATION, TRUSTEE, is a National Association, with an address of 9350 WAXIE WAY, SAN DIEGO, CALIFORNIA 92123.
2. Defendant, EDWARD DWORETZKY, is an adult individual, whose last known address is 173 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, KATHLEEN DWORETZKY, is an adult individual, whose last known address is 1341 SOUTH GATE DRIVE, ST. CHARLES, MISSOURI 63304. Defendant, MELISSA M SCHAUGHNESSY, is an adult individual, whose last known address is 6 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, December 22, 1999, the said Defendants, Edward Dworetzky and Kathleen Dworetzky, executed and delivered a Mortgage Note in the sum of \$26,250.00 payable to MORTGAGE LENDERS NETWORK USA, INC., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, Edward Dworetzky and Kathleen Dworetzky, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200000106 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to BANK ONE, NATIONAL ASSOCIATION and recorded in the aforesaid County in Instrument No. 20012418. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 6 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. By Deed dated November 25, 2000 and recorded in the aforesaid County in Instrument No. 200018522 and recorded December 15, 2000, Edward Dworetzky and Kathleen Dworetzky conveyed the property subject to the Mortgage to Melissa M. Schaugnessy. The said Defendant, Melissa M. Schaugnessy, is a Terre Tenant and the real owner of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on August 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$24,184.45
Interest at \$7.19 per day From 07/01/2002 To 06/01/2003 ( based on contract rate of 10.700%)	\$12,408.65
Accumulated Late Charges	\$0.00
Late Charges \$29.34 From 08/01/2002 to 06/01/2003	\$293.40
Escrow Balance	\$0.00
Attorney's Fee at 5% of Principal Balance	\$1,209.22
TOTAL	<hr/> \$38,095.72

\*\*Together with interest at the per diem rate noted above after June 01, 2003 and other charges and costs to date of Sheriff's Sale.

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

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

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

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 10.700% (\$7.19 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

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

  
**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)



NOTE

1010012056

## NOTE

December 22, 1999

State College

Pennsylvania

[Date]

[City]

[State]

6 SHAFFER AVENUE, DUBOIS, PA 15801

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 28,280.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is MORTGAGE LENDERS NETWORK USA, INC.

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.7000 %.

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

## 3. PAYMENTS

## (A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on February 1

2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at MIDDLESEX CORP. CENTER 11TH FL, 215 COURT ST., MIDDLETOWN CT 06487

or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 282.44

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

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

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

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

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

MULTISTATE FIXED RATE NOTE - Single Family - FHMA/FHLMC Uniform Instrument

Form 2200 12/93

Amended 5/01

VMP MORTGAGE FORMS - (012)200-0100 - (012)200-0201

Page 1 of 2



Exhibit "A"

1010012058

**(C) Notice of Default**

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

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

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

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

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

**7. GIVING OF NOTICES**

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

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

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

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

**9. WAIVERS**

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

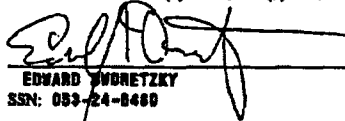
**10. UNIFORM SECURED NOTE**


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

**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.

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

  
 EDWARD DVORETZKY  
 SSN: 083-24-8480  
 (Seal)  
 -Borrower

  
 KATHLEEN DVORETZKY  
 SSN: 489-58-4004  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower  
 SSN:

\_\_\_\_\_  
 (Seal)  
 -Borrower  
 SSN:

(Sign Original Only)

ALL that certain piece or parcel or land with a residential dwelling and improvements thereon, situate in the City of DuBois (Fourth Ward) Clearfield County, Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a post on South Brady Street; thence South 59-1/4 degrees East, approximately 125 feet to a post or pin in a line run exactly midway between the cellar walls of the two frame houses built on a lot of which this is a part, which said line is at all points equally distant from the said walls of said houses; thence by said line a distance of 50 feet Southerly to line of lands now or formerly of Henry Knarr; thence by the lot now or formerly of Knarr, westerly a distance of approximately 125 feet to line of South Brady Street; thence by line of South Brady Street, 50 feet to the place of beginning. Being part of Lot No. 1, of the Henry Knarr's First Addition to DuBois.

EXCEPTING AND RESERVING the following parcel previously conveyed by Floryan F. Godeck and Merry Godeck and Joseph Bojalad and Brenda Bojalad to Jaymee Company, by Deed dated November 2, 1989, and recorded in Clearfield County Deeds and Records Book 1321, Page 436:

BEGINNING at an iron pipe at the Northwest corner of Lot No. 2, on a DuBois Plan of Lots, and being a common corner with other lands of the Jaymee Company and on the Southeast right-of-way, of Brady Street, a 50 foot wide street at this particular location; thence by line of Lot No. 2, and other lands of the Jaymee Company, South 52 degrees 14 minutes 41 seconds East 86.07 feet to an iron pipe in a sloping embankment on corner of lands now or formerly of Joseph Bojalad; thence by same parallel to a dwelling to the right and 10.50 feet therefrom North 35 degrees 22 minutes 11 seconds East, 50.00 feet to the Southwestern right of way of Chaffee Street being a 50

Exhibit "B"

**Homecomings Financial**

A GMAC Company

February 14, 2003

Certified Mail, Return Receipt Requested

0431789056  
Melissa M Schaughnessy  
6 Shaffer Avenue  
Dulois, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dulois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 3,423.40**. That sum includes the following:

7 payments totaling:	\$ 3,158.02
Late charges:	\$ 205.38
Other fees and/or costs	\$ 60.00
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 3,423.40 BY March 16, 2003 TO THE FOLLOWING ADDRESS. Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

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.

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue  
800.206.2901  
Suite 900 Dallas, Texas 75204  
Homecomings.com

Exhibit "C"

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

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

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

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

Date: February 14, 2003

TO: Melissa M Schaugnessy  
6 Shaffer Avenue  
DuBois, PA 15801

Premises: 6 Shaffer Avenue  
DuBois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

**LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2505

ALL CORRESPONDENCE REGARDING PHEA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 02/01/03 totaling:	\$ 3,158.02
Late Charges:	\$ 205.38
Other fees and/or costs (including NSF charges and property inspections):	\$ 60.00
LESS: Unapplied Funds:	N/A
TOTAL	\$ 3,423.40

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 3,423.40, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

**Homecomings Financial**

A GMAC Company

October 07, 2002

Certified Mail, Return Receipt Requested

0431789056  
Kathleen Dworetzky  
173 Treasure Lake  
Dubois, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dubois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 1,611.18**. That sum includes the following:

3 payments totaling:	\$ 1,552.50
Late charges:	\$ 58.68
Other fees and/or costs:	N/A
Unapplied Funds:	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,611.18 BY November 06, 2002 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

**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.**

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue  
800.206.2901

Suite 900 Dallas, Texas 75204  
Homecomings.com

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 783-1869).

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

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

Date: October 07, 2002

TO: Kathleen Dworetzky  
173 Treasure Lake  
Dubois, PA 15801

Premises: 6 Shaffer Avenue  
Dubois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO  
PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS  
ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE  
AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2506

ALL CORRESPONDENCE REGARDING PHEA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue, DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 10/01/02 totaling:	\$ 1,552.50
Late Charges:	\$ 58.68
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
<b>TOTAL</b>	<b>\$ 1,611.18</b>

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,611.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)

List of Counseling Agencies

**Homecomings Financial**

A GMAC Company

October 07, 2002

Certified Mail, Return Receipt Requested

0431789056

Edward Dworetzky  
6 Shaffer Avenue  
Dubois, PA 15801Re: Property Address: 6 Shaffer Avenue  
Dubois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 1,611.18**. That sum includes the following:

3 payments totaling:	\$ 1,552.50
Late charges:	\$ 58.68
Other fees and/or costs:	N/A
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,611.18 BY November 06, 2002 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

**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.**

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue Suite 900 Dallas, Texas 75204  
800.206.2901 Homecomings.com

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

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

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

Date: October 07, 2002

TO: Edward Dworetzky  
6 Shaffer Avenue  
DuBois, PA 15801

Premises: 6 Shaffer Avenue  
DuBois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO  
PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS  
ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE  
AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

**LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2505

ALL CORRESPONDENCE REGARDING PHEA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue , Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 10/01/02 totaling:	\$ 1,552.50
Late Charges:	\$ 58.68
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
<b>TOTAL</b>	<b>\$ 1,611.18</b>

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,611.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff, BANK ONE, NATIONAL ASSOCIATION, TRUSTEE. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: May 28, 2003

  
Leon P. Haller, Esquire

2003-788-10  
CCU-11  
BANK ONE, NATIONAL ASSOCIATION, TRUSTEE  
Plaintiff

vs.

EDWARD DWORETZKY,  
KATHLEEN DWORETZKY AND  
MELISSA M SCHAUGHNESSY  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

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

NOTICE

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

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

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

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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

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

MAY 28 2003

Attest.

*Green A. Shaw*  
Prothonotary/  
Clerk of Courts

BANKONE, NATIONAL ASSOCIATION,  
TRUSTEE,

Plaintiff

vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY,

Defendants

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

: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE  
:  
:  
:  
:

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

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

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

BANK ONE, NATIONAL ASSOCIATION,  
TRUSTEE,

Plaintiff

vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY,

Defendants

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
:  
: ACTION OF MORTGAGE FORECLOSURE  
:  
:  
:

### **COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, BANK ONE, NATIONAL ASSOCIATION, TRUSTEE, is a National Association, with an address of 9350 WAXIE WAY, SAN DIEGO, CALIFORNIA 92123.
2. Defendant, EDWARD DWORETZKY, is an adult individual, whose last known address is 173 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, KATHLEEN DWORETZKY, is an adult individual, whose last known address is 1341 SOUTH GATE DRIVE, ST. CHARLES, MISSOURI 63304. Defendant, MELISSA M SCHAUGHNESSY, is an adult individual, whose last known address is 6 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, December 22, 1999, the said Defendants, Edward Dworetzky and Kathleen Dworetzky, executed and delivered a Mortgage Note in the sum of \$26,250.00 payable to MORTGAGE LENDERS NETWORK USA, INC., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, Edward Dworetzky and Kathleen Dworetzky, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200000106 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to BANK ONE, NATIONAL ASSOCIATION and recorded in the aforesaid County in Instrument No. 20012418. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 6 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. By Deed dated November 25, 2000 and recorded in the aforesaid County in Instrument No. 200018522 and recorded December 15, 2000, Edward Dworetzky and Kathleen Dworetzky conveyed the property subject to the Mortgage to Melissa M. Schaugnessy. The said Defendant, Melissa M. Schaugnessy, is a Terre Tenant and the real owner of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on August 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$24,184.45
Interest at \$7.19 per day From 07/01/2002 To 06/01/2003 ( based on contract rate of 10.700%)	\$12,408.65
Accumulated Late Charges	\$0.00
Late Charges \$29.34 From 08/01/2002 to 06/01/2003	\$293.40
Escrow Balance	\$0.00
Attorney's Fee at 5% of Principal Balance	\$1,209.22
TOTAL	<hr/> \$38,095.72

\*\*Together with interest at the per diem rate noted above after June 01, 2003 and other charges and costs to date of Sheriff's Sale.

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

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

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

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 10.700% (\$7.19 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

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

  
**PURCELL, KRUG & HALLER**

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



NOTE

1010012056

## NOTE

December 22, 1998

[Date]

State College

[City]

Pennsylvania

[State]

6 SHAFFER AVENUE, DUBOIS, PA 15801

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 28,250.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is MORTGAGE LENDERS NETWORK USA, INC.

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.7000 %.

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

## 3. PAYMENTS

## (A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on February 1, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at MIDDLESEX CORP., CENTER 11TH FL., 213 COURT ST., MIDDLETOWN CT 06457

or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 282.44

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

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

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

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

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

MULTISTATE FIXED RATE NOTE - Single Family - FHBA/FHLMC Uniform Instrument

Form 9200 12/93

Amended 5/91

VMP MORTGAGE FORMS - (0112)20-0100 - (0112)20-0201

Page 1 of 2



Exhibit "A"

1010012056

**(C) Notice of Default**

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

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

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

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

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

**7. GIVING OF NOTICES**

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

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

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

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

**9. WAIVERS**

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

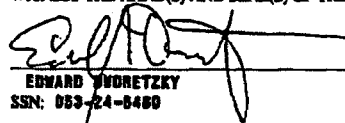
**10. UNIFORM SECURED NOTE**

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

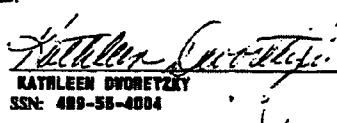
**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, 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.

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

  
 EDWARD DVORETZKY  
 SSN: 083-24-8480  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower  
 SSN:

  
 KATHLEEN DVORETZKY  
 SSN: 489-58-4884  
 (Seal)  
 -Borrower

\_\_\_\_\_  
 (Seal)  
 -Borrower  
 SSN:

(Sign Original Only)

ALL that certain piece or parcel or land with a residential dwelling and improvements thereon, situate in the City of DuBois (Fourth Ward) Clearfield County, Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a post on South Brady Street; thence South 59-1/4 degrees East, approximately 125 feet to a post or pin in a line run exactly midway between the cellar walls of the two frame houses built on a lot of which this is a part, which said line is at all points equally distant from the said walls of said houses; thence by said line a distance of 50 feet Southerly to line of lands now or formerly of Henry Knarr; thence by the lot now or formerly of Knarr, westerly a distance of approximately 125 feet to line of South Brady Street; thence by line of South Brady Street, 50 feet to the place of beginning. Being part of Lot No. 1, of the Henry Knarr's First Addition to DuBois.

EXCEPTING AND RESERVING the following parcel previously conveyed by Floryan F. Godeck and Merry Godeck and Joseph Bojalad and Brenda Bojalad to Jaymee Company, by Deed dated November 2, 1989, and recorded in Clearfield County Deeds and Records Book 1321, Page 436:

BEGINNING at an iron pipe at the Northwest corner of Lot No. 2, on a DuBois Plan of Lots, and being a common corner with other lands of the Jaymee Company and on the Southeast right-of-way, of Brady Street, a 50 foot wide street at this particular location; thence by line of Lot No. 2, and other lands of the Jaymee Company, South 52 degrees 14 minutes 41 seconds East 86.07 feet to an iron pipe in a sloping embankment on corner of lands now or formerly of Joseph Bojalad; thence by same parallel to a dwelling to the right and 10.50 feet therefrom North 35 degrees 22 minutes 11 seconds East, 50.00 feet to the Southwestern right of way of Chaffee Street being a 50

Exhibit "B"

**Homecomings Financial**

A GMAC Company

February 14, 2003

Certified Mail, Return Receipt Requested

0431789056  
Melissa M Schaughnessy  
6 Shaffer Avenue  
Daboits, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dulbois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 3,423.40**. That sum includes the following:

7 payments totaling:	\$ 3,158.02
Late charges:	\$ 205.38
Other fees and/or costs	\$ 60.00
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 3,423.40 BY March 16, 2003 TO THE FOLLOWING ADDRESS. Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

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.

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue  
800.206.2901  
Suite 900 Dallas, Texas 75204  
Homecomings.com

Exhibit "C"

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

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

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

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

Date: February 14, 2003

TO: Melissa M Schaugnessy  
6 Shaffer Avenue  
DuBois, PA 15801

Premises: 6 Shaffer Avenue  
DuBois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

**LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2506

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 02/01/03 totaling:	\$ 3,158.02
Late Charges:	\$ 205.38
Other fees and/or costs (including NSF charges and property inspections):	\$ 60.00
LESS: Unapplied Funds:	N/A
TOTAL:	\$ 3,423.40

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 3,423.40, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

**Homecomings Financial**

A GMAC Company

October 07, 2002

Certified Mail, Return Receipt Requested

0431789056  
Kathleen Dworetzky  
173 Treasure Lake  
Dubois, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dubois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 1,611.18**. That sum includes the following:

3 payments totaling:	\$ 1,552.50
Late charges:	\$ 58.68
Other fees and/or costs:	N/A
Unapplied Funds:	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,611.18 BY November 06, 2002 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

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.

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue  
800.206.2901

Suite 900 Dallas, Texas 75204  
Homecomings.com

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2327. (Persons with impaired hearing can call (717) 780-1869).

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

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

Date: October 07, 2002

TO: Kathleen Dworetzky  
173 Treasure Lake  
DuBois, PA 15801

Premises: 6 Shaffer Avenue  
DuBois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2506

ALL CORRESPONDENCE REGARDING PHEA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

**AGENCY ACTION** – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue, DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 10/01/02 totaling:	\$ 1,552.50
Late Charges:	\$ 58.68
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
<b>TOTAL</b>	<b>\$ 1,611.18</b>

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,611.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)

List of Counseling Agencies

**Homecomings Financial**

A GMAC Company

October 07, 2002

Certified Mail, Return Receipt Requested

0431789056  
Edward Dworetzky  
6 Shaffer Avenue  
Dubois, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dubois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 1,611.18**. That sum includes the following:

3 payments totaling:	\$ 1,552.50
Late charges:	\$ 58.68
Other fees and/or costs:	N/A
Unapplied Funds:	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF **\$ 1,611.18** BY **November 06, 2002** TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

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Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue Suite 900 Dallas, Texas 75204  
800.206.2901 Homecomings.com

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

Date: October 07, 2002

TO: Edward Dwaretzky  
6 Shaffer Avenue  
DuBois, PA 15801

Premises: 6 Shaffer Avenue  
DuBois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO  
PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS  
ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE  
AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2505

ALL CORRESPONDENCE REGARDING PHEA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue , Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 10/01/02 totaling:	\$ 1,552.50
Late Charges:	\$ 58.68
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
<b>TOTAL</b>	<b>\$ 1,611.18</b>

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,611.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2931

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,


Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff, BANK ONE, NATIONAL ASSOCIATION, TRUSTEE. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: May 28, 2003

  
Leon P. Haller, Esquire

COPY

2003-788-00

BANK ONE, NATIONAL ASSOCIATION, TRUSTEE  
Plaintiff

vs.

EDWARD DWORETZKY,  
KATHLEEN DWORETZKY AND  
MELISSA M SCHAUGHNESSY  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

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

NOTICE

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

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

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

AVISO

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

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

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

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

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

MAY 29 2003

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

BANKONE, NATIONAL ASSOCIATION,  
TRUSTEE,

Plaintiff

vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY,

Defendants

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

: CIVIL ACTION LAW  
: ACTION OF MORTGAGE FORECLOSURE  
:  
:  
:  
:

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

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

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

BANK ONE, NATIONAL ASSOCIATION,  
TRUSTEE,

Plaintiff

vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY,

Defendants

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
:  
: ACTION OF MORTGAGE FORECLOSURE  
:  
:  
:  
:

### **COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, BANK ONE, NATIONAL ASSOCIATION, TRUSTEE, is a National Association, with an address of 9350 WAXIE WAY, SAN DIEGO, CALIFORNIA 92123.
2. Defendant, EDWARD DWORETZKY, is an adult individual, whose last known address is 173 TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. Defendant, KATHLEEN DWORETZKY, is an adult individual, whose last known address is 1341 SOUTH GATE DRIVE, ST. CHARLES, MISSOURI 63304. Defendant, MELISSA M SCHAUGHNESSY, is an adult individual, whose last known address is 6 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801.
3. On or about, December 22, 1999, the said Defendants, Edward Dworetzky and Kathleen Dworetzky, executed and delivered a Mortgage Note in the sum of \$26,250.00 payable to MORTGAGE LENDERS NETWORK USA, INC., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, Edward Dworetzky and Kathleen Dworetzky, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Instrument No. 200000106 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to BANK ONE, NATIONAL ASSOCIATION and recorded in the aforesaid County in Instrument No. 20012418. The Said Mortgage and Assignment are incorporated herein by reference.

5. The land subject to the Mortgage is: 6 SHAFFER AVENUE, DUBOIS, PENNSYLVANIA 15801 and is more particularly described in Exhibit "B" attached hereto.
6. By Deed dated November 25, 2000 and recorded in the aforesaid County in Instrument No. 200018522 and recorded December 15, 2000, Edward Dworetzky and Kathleen Dworetzky conveyed the property subject to the Mortgage to Melissa M. Schaugnessy. The said Defendant, Melissa M. Schaugnessy, is a Terre Tenant and the real owner of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on August 01, 2002 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$24,184.45
Interest at \$7.19 per day From 07/01/2002 To 06/01/2003 ( based on contract rate of 10.700%)	\$12,408.65
Accumulated Late Charges	\$0.00
Late Charges \$29.34 From 08/01/2002 to 06/01/2003	\$293.40
Escrow Balance	\$0.00
Attorney's Fee at 5% of Principal Balance	\$1,209.22
TOTAL	<hr/> \$38,095.72

\*\*Together with interest at the per diem rate noted above after June 01, 2003 and other charges and costs to date of Sheriff's Sale.

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

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

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

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure **"IN REM"** for the aforementioned total amount due together with interest at the rate of 10.700% (\$7.19 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

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

  
**PURCELL, KRUG & HALLER**

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



NOTE

1010012056

## NOTE

December 22, 1999

State College

Pennsylvania

(Date)

(City)

(State)

6 SHAFFER AVENUE, DUBOIS, PA 15801

(Property Address)

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 20,290.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is MORTGAGE LENDERS NETWORK USA, INC.

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.7000 %.

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

## 3. PAYMENTS

## (A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on February 1

2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

MIDDLESEX CORP. CENTER 11TH FL., 213 COURT ST., MIDDLETOWN CT 06457

or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 293.44

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

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

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

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of my monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

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

MULTISTATE FIXED RATE NOTE - Single Family - FHBA/FHLMC Uniform Instrument

Form 2500 12/03

Amended 5/01

VMP MORTGAGE FORMS - (012)250-0100 - (012)250-1201

Page 1 of 2



Exhibit "A"

1010012056

**(C) Notice of Default**

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

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

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

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

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

**7. GIVING OF NOTICES**

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

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

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

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

**9. WAIVERS**

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

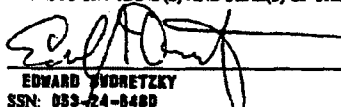
**10. UNIFORM SECURED NOTE**

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


**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.

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

 (Seal)  
EDWARD DUBRETZKY  
SSN: 033-24-8480  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower  
SSN:

 (Seal)  
KATHLEEN DUBRETZKY  
SSN: 488-56-4004  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower  
SSN:

(Sign Original Only)

ALL that certain piece or parcel or land with a residential dwelling and improvements thereon, situate in the City of DuBois (Fourth Ward) Clearfield County, Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a post on South Brady Street; thence South 59-1/4 degrees East, approximately 125 feet to a post or pin in a line run exactly midway between the cellar walls of the two frame houses built on a lot of which this is a part, which said line is at all points equally distant from the said walls of said houses; thence by said line a distance of 50 feet Southerly to line of lands now or formerly of Henry Knarr; thence by the lot now or formerly of Knarr, westerly a distance of approximately 125 feet to line of South Brady Street; thence by line of South Brady Street, 50 feet to the place of beginning. Being part of Lot No. 1, of the Henry Knarr's First Addition to DuBois.

EXCEPTING AND RESERVING the following parcel previously conveyed by Floryan F. Godeck and Merry Godeck and Joseph Bojalad and Brenda Bojalad to Jaymee Company, by Deed dated November 2, 1989, and recorded in Clearfield County Deeds and Records Book 1321, Page 436:

BEGINNING at an iron pipe at the Northwest corner of Lot No. 2, on a DuBois Plan of Lots, and being a common corner with other lands of the Jaymee Company and on the Southeast right-of-way, of Brady Street, a 50 foot wide street at this particular location; thence by line of Lot No. 2, and other lands of the Jaymee Company, South 52 degrees 14 minutes 41 seconds East 86.07 feet to an iron pipe in a sloping embankment on corner of lands now or formerly of Joseph Bojalad; thence by same parallel to a dwelling to the right and 10.50 feet therefrom North 35 degrees 22 minutes 11 seconds East, 50.00 feet to the Southwestern right of way of Chaffin Street thence - 50

Exhibit "B"

**Homecomings Financial**

A GMAC Company

February 14, 2003

Certified Mail, Return Receipt Requested

0431789056  
Melissa M Schaughnessy  
6 Shaffer Avenue  
Dubois, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dubois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 3,423.40**. That sum includes the following:

7 payments totaling:	\$ 3,158.02
Late charges:	\$ 205.38
Other fees and/or costs:	\$ 60.00
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 3,423.40 BY March 16, 2003 TO THE FOLLOWING ADDRESS. Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

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.

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue  
800.206.2901  
Suite 900 Dallas, Texas 75204  
Homecomings.com

Exhibit "C"

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

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

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

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

Date: February 14, 2003

TO: Melissa M Schaugnessy  
6 Shaffer Avenue  
DuBois, PA 15801

Premises: 6 Shaffer Avenue  
DuBois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

**LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2505

ALL CORRESPONDENCE REGARDING PHEA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

YOU **MUST** FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

**AGENCY ACTION** – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue, DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 02/01/03 totaling:	\$ 3,158.02
Late Charges:	\$ 205.38
Other fees and/or costs (including NSF charges and property inspections):	\$ 60.00
LESS: Unapplied Funds:	N/A
<b>TOTAL</b>	<b>\$ 3,423.40</b>

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 3,423.40, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

**Homecomings Financial**

A GMAC Company

October 07, 2002

Certified Mail, Return Receipt Requested

0431789056  
Kathleen Dworetzky  
173 Treasure Lake  
Dubois, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dubois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 1,611.18**. That sum includes the following:

3 payments totaling:	\$ 1,552.50
Late charges:	\$ 58.68
Other fees and/or costs:	N/A
Unapplied Funds:	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,611.18 BY November 06, 2002 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

**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.**

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue Suite 900 Dallas, Texas 75204  
800.206.2901 Homecomings.com

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

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

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

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

Date: October 07, 2002

TO: Kathleen Dworetzky  
173 Treasure Lake  
Dubois, PA 15801

Premises: 6 Shaffer Avenue  
Dubois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO  
PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS  
ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE  
AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2506

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue, DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 10/01/02 totaling:	\$ 1,552.50
Late Charges:	\$ 58.68
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
<b>TOTAL</b>	<b>\$ 1,611.18</b>

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,611.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

**Homecomings Financial**

A GMAC Company

October 07, 2002

Certified Mail, Return Receipt Requested

0431789056  
Edward Dworetzky  
6 Shaffer Avenue  
Dubois, PA 15801

Re: Property Address: 6 Shaffer Avenue  
Dubois, PA 15801

Loan Number: 0431789056

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 1,611.18**. That sum includes the following:

3 payments totaling:	\$ 1,552.50
Late charges:	\$ 58.68
Other fees and/or costs:	N/A
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

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If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

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.

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue Suite 900 Dallas, Texas 75204  
800.206.2901 Homecomings.com

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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.

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

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

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

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

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

Date: October 07, 2002

TO: Edward Dworetzky  
6 Shaffer Avenue  
DuBois, PA 15801

Premises: 6 Shaffer Avenue  
DuBois, PA 15801

Re: Loan Number: 0431789056  
FROM: Homecomings Financial

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO  
PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS  
ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE  
AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time, you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT 30 DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

**LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
2711 North Haskell Ave. Suite 900  
Dallas, Texas 75204  
Attn: Loss Mitigation Department, Stephanie Crouch  
Phone: 1-800-206-2901, ext. 2506

ALL CORRESPONDENCE REGARDING PHEA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at:

6 Shaffer Avenue , Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/02 to 10/01/02 totaling:	\$ 1,552.50
Late Charges:	\$ 58.68
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
TOTAL	\$ 1,611.18

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$ 1,611.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 2445 W. Dunlap Avenue, Suite 100 Phoenix, AZ 85021-2803.**

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.306.2991

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

**ASSUMPTION OF MORTGAGE** - You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS  
DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Sincerely,

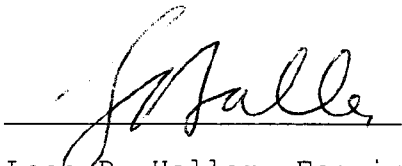
Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff, BANK ONE, NATIONAL ASSOCIATION, TRUSTEE. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: May 28, 2003

  
Leon P. Haller, Esquire

BANKONE, NATIONAL ASSOCIATION, TRUSTEE  
*Plaintiff*

vs.

EDWARD DWORETZKY,  
KATHLEEN DWORETZKY AND  
MELISSA M SCHAUGHNESSY  
*Defendant(s)*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 03-788 CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

**DATE: August 19, 2003**

PURCELL, KRUG, & HALLER

BY 

Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

**FILED**

**AUG 20 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

Atty Ad. 7.00

~~11:33 AM~~  
AUG 20 2003

3 Complaints Reinstated

William A. Shaw

to Atty

Prothonotary/Clerk of Courts

Ms cc

BANKONE, NATIONAL ASSOCIATION, TRUSTEE  
*Plaintiff*

vs.

EDWARD DWORETZKY,  
KATHLEEN DWORETZKY, AND  
MELISSA M SCHAUGHNESSY  
*Defendants*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 03-788 CD

**RETURN OF SERVICE**

TO THE PROTHONOTARY:

Kindly file the Out of State Service Return on the above captioned matter.

**DATE: September 11, 2003**

PURCELL, KRUG, & HALLER

BY 

Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

**FILED**

**SEP 15 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

ST CHARLES COUNTY SHERIFF'S DEPARTMENT  
CIVIL PROCESS DIVISION  
301 NORTH SECOND STREET, ROOM 128  
ST CHARLES, MISSOURI 63301  
636-949-3010 FAX 636-949-7372

**AFFIDAVIT OF FOREIGN SERVICE**

STATE OF MISSOURI  
COUNTY OF ST CHARLES

RE: 03-788 CD  
STATE OF: PENNSYLVANIA  
COUNTY OF: CLEARFIELD

I, **JAMES T ANDERSON**, hereby certify that I am a Deputy Sheriff of the County of St. Charles, in the State of Missouri, that I am over twenty-one (21) years of age and not a party to this action. I further certify that I have duly served the within

***SUMMONS and COMPLAINT – MORTGAGE FORECLOSURE***

on the (date) **27<sup>TH</sup> DAY OF AUGUST, 2003,** at (time) **7:57 P.M.**

by personal service on the defendant: **KATHLEEN DWORETZKY**  
**by leaving with MARY ZWILLING (mother)**

at (address) **1341 SOUTHGATE DRIVE, ST CHARLES MO 63304**

All done in the County of St. Charles, State of Missouri.

SERVICE FEE: \$ **20.00**  
MILEAGE FEE: \$ **6.20**  
NOTARY : **1.00**  
TOTAL: \$ **27.20 PAID**

SHERIFF TIM SWOPE

BY Deputy James Anderson  
Deputy Sheriff, DSN 211

Subscribed and sworn to before me on this 3rd day of September, 2003

My commission expires: 1-24-2004

Debra Sue Kremer  
Notary Public

DEBRA SUE KREMER, NOTARY PUBLIC  
ST. CHARLES COUNTY MISSOURI  
\*\*\*\*\*  
MY COMMISSION EXPIRES JAN. 24, 2004

BANK ONE, NATIONAL ASSOCIATION, TRUSTEE  
Plaintiff

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

vs.

CIVIL ACTION - LAW

EDWARD DWORETZKY,  
KATHLEEN DWORETZKY AND - 1341 Southgate Dr  
MELISSA M SCHAUGHNESSY  
SC 63304  
(24)

Defendants

ACTION OF MORTGAGE FORECLOSURE

03-788 CD

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

NOTICE

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

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

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

AVISO

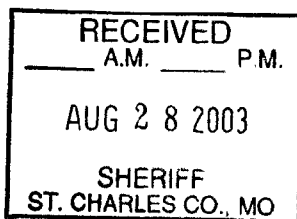
LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

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

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



8-20-03 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*[Signature]*  
County Prothonotary

FILED  
no  
SEP 15 2003  
cc  
William A. Shaw  
Prothonotary/Clerk of Courts

CA

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,  
Plaintiff

Vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY,

Defendant(s)

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
:  
:  
: CIVIL ACTION LAW  
: NO. 03-788 CD  
:  
:  
: IN MORTGAGE FORECLOSURE

**ORDER FOR SERVICE**

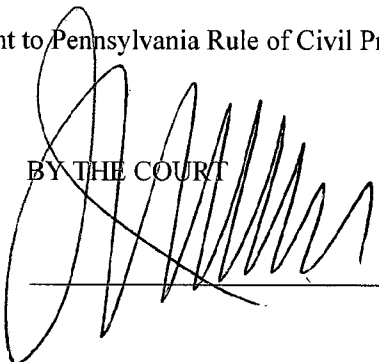
AND NOW, to wit, this 10<sup>th</sup> day of December, 2003, upon consideration of the within Motion, it appearing that a good faith investigation and effort to locate the Defendant, MELISSA M. SCHAUGHNESSY, has been made by Plaintiff, it is hereby

ORDERED that service of the Complaint be made upon Defendant, MELISSA M. SCHAUGHNESSY, by posting a copy of the original Complaint on the most public part of the property located at 6 SHAFFER AVENUE, DUBOIS, PA 15801 and by forwarding a copy of the Complaint by certified mail and ordinary mail (service to be completed upon mailing) to Defendant, MELISSA M SCHAUGHNESSY, at her last known address located at 1472 HAWKS NEST DRIVE, ST. CHARLES, MO 63303; AND FURTHER, that in the event this case should be reduced to judgment and execution shall be issued, service upon the Defendant pursuant to Rule 3129.2 (c)(1)(C) shall be effected by mailing copies of the required notices to the Defendant at his last known address by Certified mail and ordinary mail (service to be completed upon mailing) and by posting a copy of the Notice of Sale or Sheriff's handbill on the most public part of the premises and by publication by Sheriff pursuant to Pennsylvania Rule of Civil Procedure 3129.2(d).

**FILED**

DEC 10 2003

BY THE COURT

  
J.

William A. Shaw  
Prothonotary

FILED

3,3744 1008 2003  
DEC 10 2003

William A. Shaw  
Prothonotary

BANKONE, NATIONAL ASSOCIATION, TRUSTEE  
Plaintiff

vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M SCHAUGHNESSY  
Defendant(s)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

03-788 CD

**FILED**

**DEC 10 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

MOTION FOR SERVICE OF PROCESS  
IN REAL PROPERTY ACTION  
IN ACCORDANCE WITH RULES 410 & 430  
OF PENNSYLVANIA RULES OF CIVIL PROCEDURE

Plaintiff, BANKONE, NATIONAL ASSOCIATION, TRUSTEE through its counsel, Leon P. Haller, Esquire, hereby respectfully submits:

1. Plaintiff has brought a mortgage foreclosure action whereupon it seeks to foreclose against certain property owned by the Defendants located at 6 SHAFFER AVENUE, DUBOIS, PA 15801.
2. Defendant, EDWARD DWORETZKY, was served with the Complaint on June 3, 2003. Defendant, KATHLEEN DWORETZKY, was served with the Complaint on August 27, 2003. The Sheriff's office has been unable to serve Defendant, MELISSA SCHAUGHNESSY, with a copy of the Complaint at the property or at any address found through the skip trace investigation.
3. Plaintiff has conducted an investigation, in order to determine the whereabouts of Defendant as set forth on the attached Affidavit.
4. Notwithstanding the investigation as set forth in the within Affidavit, Plaintiff has been unable to serve said Defendant.
5. The following addresses have been attempted with the following results:  
  
6 SHAFFER AVENUE, DUBOIS, PA 15801: Tenant served, cannot accept for Defendant.  
  
1472 HAWKS NEST DRIVE, ST. CHARLES, MO 63303: 12 units in building, need apartment number. None supplied in investigation.

6. Plaintiff requests an Order directing service by posting a copy of the original Complaint on the most public part of the property and sending copies of the Complaint by ordinary and registered/certified mail to the Defendant(s) last known address.

Plaintiff avers that the method of service sought here is the most likely method to achieve the notice requirements of due process, while at the same time permitting the Plaintiff to proceed with its in rem action.

WHEREFORE, Plaintiff requests that your Honorable Court direct service as above requested.

PURCELL, KRUG & HALLER

BY \_\_\_\_\_

Leon P. Haller

PURCELL, KRUG & HALLER

1719 North Front Street

Harrisburg, Pa. 17102

(717) 234-4178

Attorney for Plaintiff

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,  
Plaintiff

Vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY,

Defendant(s)

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION LAW  
: NO. 03-788 CD  
:  
:  
: IN MORTGAGE FORECLOSURE

### **AFFIDAVIT OF REASONABLE INVESTIGATION**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF DAUPHIN : ss:

Leon P. Haller, being duly sworn according to law, deposes and says that he is the attorney for the Plaintiff in the above action in mortgage foreclosure, that he has personal knowledge concerning the facts set forth in the attached Motion for Service of Process Pursuant to Rule 430, that he has authority from the Plaintiff to make this affidavit, and that the facts set forth in the affidavit are true and correct to the best of his knowledge, information, and belief, to wit:

That he has attempted to confirm the whereabouts of the Defendant, MELISSA M SCHAUGHNESSY, in the above case, by conducting a reasonable search, which search included one or more of the following as indicated by a checkmark:

  x   That he has contacted the U.S. Postal Service to obtain the last known mailing address or any forwarding address.

  x   That he has attempted to locate the persons of similar name to Defendant, however he has not been able to locate any.

  x   That he contacted Directory Assistance for any new listing for Defendant, however, there are no new listings.

  x   That he contacted TRANS UNION Credit Bureau, a national credit service, with respect to the location of the Defendant. The Defendant was not found at the addresses provided.

  x   That he has conducted a search of the Pennsylvania Department of Transportation's records with respect to the location of the Defendant.

  x   That a search through the Internet has not produced any new addresses.

Leon P. Haller further deposes and says that after attempting to locate the Defendant by conducting a reasonable search as indicated above; he has been unable to confirm the Defendant's whereabouts and location.

PURCELL, KRUG & HALLER

BY: 

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

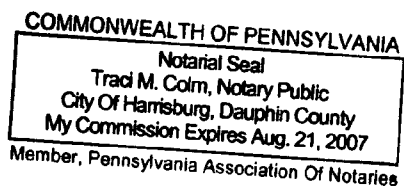
Attorney for Plaintiff  
Attorney ID# 15700

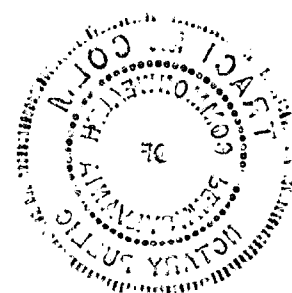
Sworn to and subscribed

Before me on this 9<sup>th</sup> day

Of December, 2003

 (Notary)





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

**BANK ONE, NATIONAL ASSOCIATION**

**VS.**

**DWORETZKY, EDWARD al**

**COMPLAINT IN MORTGAGE FORECLOSURE**

Sheriff Docket # 14122

03-788-CD

**COPY**

**SHERIFF RETURNS**

NOW JUNE 2, 2003 AT 10:34 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT AT 6 SHAFFER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID R. JOHNS, OCCUPANT 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 3, 2003 AT 11:10 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD DWORETZKY, DEFENDANT AT RESIDENCE, 173 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD DWORETZKY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

NOW JULY 28, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MELISSA M. SCHAUGHNESSY, DEFENDANT.

**Return Costs**

Cost	Description
61.73	SHERIFF HAWKINS PAID BY: ATTY CK# 71931
30.00	SURCHARGE PAID BY: ATTY CK# 72276

**Sworn to Before Me This**

\_\_\_\_ Day Of \_\_\_\_\_ 2003

**So Answers,**



**Chester A. Hawkins**  
**Sheriff**

[Results Manager](#)   [Hide Navigation Links](#)

## National Comprehensive Report Plus Associates

Compiled on 8/12/2003 at 1:49PM

Reference: None Entered

**Sections Available in Report**[Possible AKAs for Customer](#)[Possible Other Social Security Numbers Associated with Customer](#)[Possible Other Records/Names Associated with Social Security Numbers](#)[Possible Driver Licenses](#)[Possible Addresses Associated with Customer](#)[Phone Listings for Customer's Addresses](#)[Possible Real Property Ownership](#)[Possible Vehicles Registered at Customer's Addresses](#)[Possible Texas State Criminal History](#)[Possible Relatives \(\\* denotes match with one of Customer's addresses\)](#)[Other People Who Have Used the Same Address of the Customer](#)[Possible Licensed Drivers at Customer's Addresses](#)[Neighbor Listings for Customer's Addresses \(only first six addresses included\)](#)**MELISSA M SCHAUGHNESSY**

DOB: SEP 02, 1970

SSN 499-74-6592 issued in Missouri between 1975 and 1977

---

**Possible AKAs for Customer**[To Top](#)

SCHAUGHNESSY, MELISSA

SCHAUGHNESSY, MELISSA

SSN: 499-74-6592

SCHAUGHNESSY, MELISSA

SSN: 499-74-6592

DOB: 09/01/1970

MELISSA, SCHAUGHNESSY

SCHAUGHNESSY, MELLISA

---

**Possible Other Social Security Numbers Associated with Customer**[To Top](#)

SCHAUGHNESSY, MELISSA M

SSN: 545-80-3101

DOB: 09/02/1970

---

**Possible Other Records/Names Associated with Social Security Numbers**[To Top](#)

ROBINSON, FELICIA

SSN: 545-80-3101

WALDON, LARRY L  
WALDRON, KENNETH

SSN: 545-80-3101  
SSN: 545-80-3101

DOB: OCT 1948  
DOB: 02/11/1943

## Possible Driver Licenses

[To Top](#)

SCHAUGHNESSY, MELISSA M

DL: 499746592 issued in Missouri on 10/22/2002 expires 09/02/2009

DOB: 09/02/1970 Height:

SSN: 499-74-6592

1472 HAWKS NEST DR SAINT CHARLES, MO 63303

## Possible Addresses Associated with Customer

[To Top](#)

DEC-1989/NOV-2002	- 1472 HAWKS NEST ST CHARLES, MO 63303	
FEB-2002/MAY-2002	- 50 W MAIN ST REYNOLDSVILLE, PA 15851	
JAN-2002/APR-2002	- 6 SHAFFER AVE DU BOIS, PA 15801	
MAR-2000/NOV-2001	- 173 TREASURE LK DU BOIS, PA 15801	
JUL-2000/JUN-2001	- 160 W CEDAR ST NORWALK, CT 06854	
AUG-2000/APR-2001	- 160 WESTBEDAR ST NORWALK, CT 06854	
SEP-1992/JUL-2000	- 23 MADISON PL STAMFORD, CT 06902	(203) 852-6752
JUL-2000/JUL-2000	- 3637A TENNESSEE AVE SAINT LOUIS, MO 63118	
SEP-1995/JUL-2000	- 28 SCHUYLER AVE STAMFORD, CT 06902	
OCT-1997/NOV-1999	- 160 W CEDAR ST 11 NORWALK, CT 06854	(203) 857-4746
NOV-1993/DEC-1998	- 208 FLAX HILL RD 57 NORWALK, CT 06854	(203) 852-6752
JAN-1992/DEC-1998	- 3637 TENNESSEE A SAINT LOUIS, MO 63118	
JUL-1985/NOV-1995	- 23 MADISON PL 2A STAMFORD, CT 06902	
APR-1995/APR-1995	- 208 FLAX HILL RD	

**NORWALK, CT 06854**  
**AUG-1989/AUG-1989 - 1336 SAINT GREGORY LN**  
**SAINT CHARLES, MO 63304**  
**36 TENNESSEE AVE 37A**  
**SAINT LOUIS, MO 63118**  
**1472 HAWKS NEST DR D**  
**SAINT CHARLES, MO 63303**  
**12180 KILLBROCK DR C**  
**FLORISSANT, MO 63033**  
**173 TREASURE LK**  
**DU BOIS, PA 15801**

---

**Phone Listings for Customer's Addresses**
[To Top](#)


---

**1472 HAWKS NEST ST CHARLES, MO 63303**

<b>MILLS AMY</b>	(636) 940-9170
<b>PATTERSON ED</b>	(636) 940-9275
<b>PATTERSON MARY</b>	(636) 940-9275
<b>PRUETT P</b>	(636) 949-2943
<b>SISEMORE CHERYL</b>	(636) 949-9366
<b>HOLDEN J R</b>	(636) 949-9366
<b>SKAGGS THERESA</b>	(636) 940-2837
<b>SKAGGS J D</b>	(636) 940-2837
<b>WILLIAMS J A</b>	(636) 723-4064

**6 SHAFFER AVE DU BOIS, PA 15801**

<b>HUEY MARY</b>	(814) 371-9389
------------------	----------------

**160 W CEDAR ST NORWALK, CT 06854**

24 phone numbers found, only same last name considered.

\*\* No Phone numbers found during search \*\*

**208 FLAX HILL RD 57 NORWALK, CT 06854**

61 phone numbers found, only same last name considered.

\*\* No Phone numbers found during search \*\*

**23 MADISON PL 2A STAMFORD, CT 06902**

<b>STOCKWHEEL'S LIMO</b>	(203) 406-0172
<b>FISHER L</b>	(203) 324-6326
<b>FISHER T L</b>	(203) 324-6326
<b>GRADIA B J</b>	(203) 359-4156
<b>GRADIA M F</b>	(203) 359-4156
<b>MASTERS JOAN L</b>	(203) 327-7076
<b>WILLIAMS J</b>	(203) 359-4787

**1336 SAINT GREGORY LN SAINT CHARLES, MO 63304**

**SAINT CHARLES, MO 63303-3630**  
Mailing Address: **1472 HAWKS NEST DR APT D**  
**SAINT CHARLES, MO 63303-3630**

Assessment Year:	<b>2000</b>	Tax Year:	
Assessed Land Value:		Market Land Value:	
Assessed Improvements:		Market Improvements:	<b>\$37,292</b>
Total Assessed Value:	<b>\$7,090</b>	Total Market Value:	<b>\$37,292</b>
Most Recent Sale:	<b>\$36,500</b>	Prior Sale Price:	

A manual search of Real Property using the name SCHAUGHNESSY MELISSA M is recommended property records exist (including historicals) but are not included as they do not match all necessary c

---

**Possible Vehicles Registered at Customer's Addresses**[To Top](#)

---

**1472 HAWKS NEST ST CHARLES, MO 63303**

\*\*170 Vehicles found, only same last name(s) are listed \*\*

Plate: **488CP9** State: **MO**  
Title: **UK969328** Title Date: **05/20/1996** Title Lien: **YES**  
Owner: **MICHAEL J SCHAUGHNESSY**  
Color: **UNKNOWN COLOR - UNK**  
Lien Holder: **FORD MOTOR CREDIT CO**  
Mailing Address: **PO BOX 105704**  
**ATLANTA , GA 30348**  
1996 FORD RANGER  
FORD RANGER - 3.0L V6 EFI  
VIN: 1FTCR10U7TPB20644  
PICKUP

Plate: **520SYJ** State: **MO**  
Title: **PF384500** Title Date: **10/25/2002** Title Lien: **YES**  
Owner: **MICHAEL SCHAUGHNESSY**  
Color: **UNKNOWN COLOR - UNK**  
Lien Holder: **UMB BANK NA**  
Mailing Address: **PO BOX 419226**  
**KANSAS CITY , MO 64141**  
1997 CHEVROLET VENTURE EXTD PASSENG  
CHEVROLET VENTURE EXTD PASSENG - 3.4L V6 SFI  
VIN: 1GNDX06E9VD214413  
MINIVAN PASS EXTND

Plate: **522LZT** State: **MO**  
Title: **CB958235** Title Date: **03/08/2000**  
Owner: **MICHAEL J SCHAUGHNESSY**  
Color: **UNKNOWN COLOR - UNK**  
2000 CHEVROLET IMPALA  
CHEVROLET IMPALA - 3.4L L6 MFI  
VIN: 2G1WF52EXY9280471  
4-DOOR SEDAN

**160 W CEDAR ST NORWALK, CT 06854**

**\*\*121 Vehicles found, only same last name(s) are listed \*\***

Plate: **334PDM** State: **CT** Date Registered: **04/03/2000** Expire Date: **04/03/2002**  
Registrant: **MELISSA M SCHAUGHNESSY**  
Color: **UNKNOWN COLOR - UNK**  
1999 ACURA 3.0 CL  
ACURA 3.0 CL - 3.0L V6 FI 24V  
VIN: 19UYA2253XL000069  
2-DOOR COUPE

**23 MADISON PL STAMFORD, CT 06902**

**\*\* 15 Vehicles found, only same last name(s) are listed \*\***

**\*\*\*\*\* No Vehicles found \*\*\*\*\***

**28 SCHUYLER AVE STAMFORD, CT 06902**

Plate: State: **CT**  
Title: **021472192** Title Date: **11/19/1993**  
Owner: **ANGELA CHILA**  
Color: **UNKNOWN COLOR - UNK**  
1985 DODGE DAYTONA  
DODGE DAYTONA - 2.2L L4 TBI SOHC 8V  
VIN: 1B3BA44D3FG100010  
2-DOOR HATCHBACK

Plate: State: **CT**  
Title: **021723800** Title Date: **04/15/1994**  
Owner: **RICHARD A CHILA**  
Color: **UNKNOWN COLOR - UNK**  
1983 OLDSMOBILE CUTLASS CIERA BROUGH

**SHERIFF'S RETURN OF SERVICE**

**CASE NO. 03-788 CD**

I hereby certify the within **SUMMONS and COMPLAINT**  
**MORTGAGE FORECLOSURE**

**NONEST** this **28<sup>TH</sup> DAY OF AUGUST, 2003**

for the defendant: **MELISSA SCHAUGHNESSY**

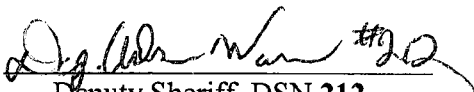
Description: Twelve (12) units in the building located at  
1472 Hawks Nest Drive, St Charles MO 63303,  
need apartment number.

FEE: \$ 21.00

MLG: \$ 3.10

TOTAL:\$ 24.10 PAID

SHERIFF TIM SWOPE  
ST CHARLES COUNTY, MISSOURI

BY   
Deputy Sheriff, DSN 212

  
Clerk Civil Process

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
SAFETY ADMINISTRATION  
HARRISBURG, PA 17123  
9/12/03

MICHELLE L PIDA  
1719 N FRONT STREET  
HARRISBURG PA 17102-0000

032551796000030 009

Dear Customer:

The Bureau of Motor Vehicles has received your request for information. We are not able to provide this information because the record you requested, as indicated below, does not exist in our files.

NAME : SCHAUGHNESSY, MELISSA M

If you have any questions concerning this information, please contact Vehicle Record Services at the address or telephone number listed below.

Sincerely,

Customer Service Team  
Bureau of Motor Vehicles

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](http://www.dot.state.pa.us)

## TRANS UNION REPORT - TRACE

Exact Match between SSN on input and SSN on file.

Personal Information - FAD 12/9/2003		
		Reported
<b>Name</b>	SCHAUGHNESSY, MELISSA M	
<b>SSN</b>	499-74-6592	
<b>Address</b>	160, CEDAR, ST, 11, NORWALK, CT, 06854	10/1/1997
<b>Address</b>	3637, TENNESSEE, AV, SAINT LOUIS, MO, 63118	
<b>Address</b>	28, SCHUYLER, AV, STAMFORD, CT, 06902	9/1/1995

**Serviced By:**  
TRANS UNION  
2 BALDWIN PLACE, P.O. BOX 1000  
CHESTER, PA 19022  
800 888-4213

END OF REPORT - TRANS UNION - 12/9/2003, 8:34:30 CT

LANCÔME  
PARIS

Holiday Glamour

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REVERSE ADDRESS

AREA &amp; ZIP CODES

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Street:  City:

State:  Zip:

- [ME SCHAUGHNESSY Public Records Available. Search Here!](#)
- [Find ME SCHAUGHNESSY Now - Free Preview!](#)
- [ME SCHAUGHNESSY Address & Phone Number Available. Click Here!](#)

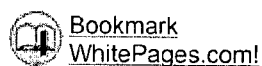
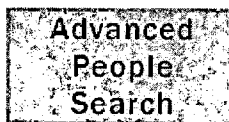
**Find a Person****? Search Hints & Options**First Name ☐ Is Exactly ☒ Begins WithLast Name ☒ Is Exactly ☐ Begins With

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State or Province

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- Try using the "Begins with" option for first or last names.



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- [Find ME SCHAUGHNESSY Now - Free Preview!](#)
- [ME SCHAUGHNESSY Address & Phone Number Avail](#)

First: ME

Last: SCHAUGHNESSY

Street:

City:

State: MO

Zip:

Submit

**Find a Person**First Name ☐ Is Exactly ☒ Begins With

ME

Last Name ☒ Is Exactly ☐ Begins With

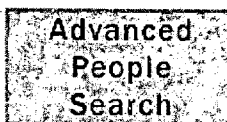
SCHAUGHNESSY

City or ZIP Code

State or Province

Missouri

Search

» [Find people in bulk — 1¢ a hit](#)**? Search Hints & Options**

- Check the spelling for first and last name and city. Please note, this search includes only the United States and Canada.
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First: ME

Last: SCHAUGHNESSY

Street:

City:

State: PA

Zip:

Submit

**Find a Person**First Name ☐ Is Exactly ☒ Begins With

ME

Last Name ☒ Is Exactly ☐ Begins With

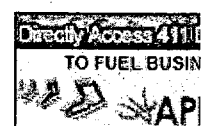
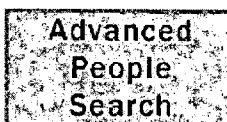
SCHAUGHNESSY

City or ZIP Code

State or Province

Pennsylvania

Search

» [Find people in bulk – 1¢ a hit](#)**? Search Hints & Options**

- Check the spelling for first and last name and city. Please note, this search includes the United States and Canada.
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BANKONE, NATIONAL ASSOCIATION, TRUSTEE  
*Plaintiff*

vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M SCHAUGHNESSY  
*Defendant(s)*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 03-788 CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

DATE: December 15, 2003

PURCELL, KRUG, & HALLER

BY 

Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

**FILED**

DEC 19 2003

William A. Shaw  
Prothonotary

FILED

IN 1:35 PM JAN 9, 2003  
100 to 100

DEC 19 2003

William A. Shaw  
Prothonotary

BANKONE, NATIONAL ASSOCIATION,  
TRUSTEE

Plaintiff

Vs.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY

Defendant(s)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

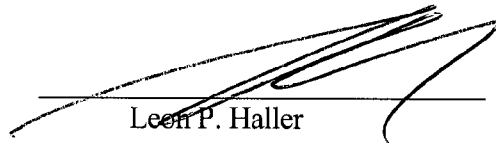
No. 03-788 CD

CIVIL ACTION - LAW  
IN MORTGAGE FORECLOSURE

**AFFIDAVIT OF SERVICE**

I, Leon P. Haller, hereby certify that a true and correct copy of the Complaint in the above captioned action was forward to the following individuals by regular U. S. Mail, first class service, postage prepaid, and by certified mail, return receipt requested, postage prepaid, on DECEMBER 24, 2003, addressed as follows:

MELISSA M SCHAUGHNESSY  
1472 HAWKS NEST DRIVE  
ST. CHARLES, MO 63303

  
Leon P. Haller

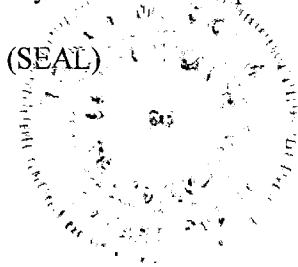
SWORN to and subscribed

this 24<sup>th</sup> day of December,

2003.

  
Notary Public

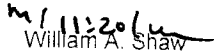
My commission expires:




COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Traci M. Colm, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Aug. 21, 2007  
Member, Pennsylvania Association Of Notaries

FILED

DEC 26 2003

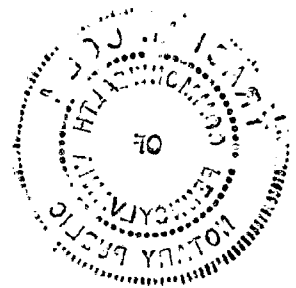
  
William A. Shaw  
Prothonotary/Clerk of Courts

1 sent to Att 

FILED

DEC 26 2003

William A. Shaw  
Prothonotary/Clerk of Courts



In The Court of Common Pleas of Clearfield County, Pennsylvania

BANK ONE, NATIONAL ASSOCIATION

VS.

DWORETZKY, EDWARD al

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14122

03-788-CD

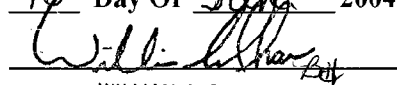
**SHERIFF RETURNS**

NOW DECEMBER 30, 2003 AT 11:10 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE PROPERTY OF MELISSA M. SCHAUGHNESSY, DEFENDANT AT 6 SHAFFER AVE., DUBOIS, PA.


**Return Costs**

Cost	Description
22.68	SHERIFF HAWKINS PAID BY: ATTY CK# 85324

Sworn to Before Me This

15<sup>th</sup> Day Of Jan 2004  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

01/12/25/04  
JAN 15 2004

William A. Shaw  
Prothonotary/Clerk of Courts

BANKONE, NATIONAL ASSOCIATION, TRUSTEE  
*Plaintiff*

vs.

EDWARD DWORETZKY,  
KATHLEEN DWORETZKY, AND  
MELISSA M SCHAUGHNESSY  
*Defendants*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 03-788 CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the complaint on the above captioned matter.

**DATE: March 10, 2004**

PURCELL, KRUG, & HALLER

BY 

Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

**FILED**

**MAR 11 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED No cc

M/8:05 AM  
MAR 11 2004

Any pd. 7.00

3 Comp. Reinstated

William A. Shaw  
Prothonotary/Clerk of Courts

8 to Any  
/23

BANKONE, NATIONAL ASSOCIATION, TRUSTEE  
*Plaintiff*

vs.

EDWARD DWORETZKY,  
KATHLEEN DWORETZKY, AND  
MELISSA M SCHAUGHNESSY  
*Defendants*

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 03-788 CD

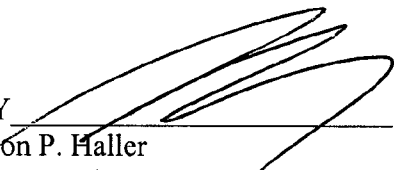
**RETURN OF SERVICE**

TO THE PROTHONOTARY:

Kindly file the Out of State Service Return on the above captioned matter.

**DATE: April 28, 2004**

PURCELL, KRUG, & HALLER

BY   
Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102  
Attorney for Plaintiff  
Attorney ID# 15700

**FILED**

**APR 29 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

# AFFIDAVIT OF SERVICE

Commonwealth of Pennsylvania

County of CLEARFIELD

Common Pleas Court

Case Number: 03-788 CD

Plaintiff:

**BANK ONE, NATIONAL ASSOCIATION, TRUSTEE,**  
vs.

Defendant:

**EDWARD DWORETZKY, KATHLEEN DWORETZKY AND MELISSA M. SCHAUGHNESSY,**

For: Leon Haller

PURCELL, KRUG & HALLER

Received by CHOICE PROCESS - ORLANDO on the 23rd day of March, 2004 at 4:28 pm to be served on **KATHLEEN DWORETZKY, A/K/A MARY K. DWORETZKY, 1341 SOUTHGATE DRIVE, ST. CHARLES, MISSOURI 63304.** I, David Lung, being duly sworn, depose and say that on the 5<sup>th</sup> day of April, 2004 at 3:39pm., executed service by delivering a true copy of the ACTION OF MORTGAGE FORECLOSURE AND COMPLAINT IN MORTGAGE FORECLOSURE WITH EXHIBITS in accordance with state statutes in the manner marked below:

( ) INDIVIDUAL SERVICE: Served the within-named person.

☒ SUBSTITUTE SERVICE: By serving Mary Zwilling as Mother.

( ) POSTED SERVICE: After attempting service on \_\_\_/\_\_\_ at \_\_\_ and on \_\_\_/\_\_\_ at \_\_\_ to a conspicuous place on the property described herein.

( ) OTHER SERVICE: As described in the Comments below by serving \_\_\_\_\_ as \_\_\_\_\_.

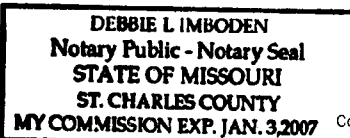
( ) NON SERVICE: For the reason detailed in the Comments below.

COMMENTS: \_\_\_\_\_

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and Sworn to before me on the 5<sup>th</sup> day of April, 2004 by the affiant who is personally known to me.

Debbie L. Imboden  
NOTARY PUBLIC



[Signature]

PROCESS SERVER # \_\_\_\_\_  
Appointed in accordance  
with State Statutes

CHOICE PROCESS - ORLANDO  
P.O. Box 2466  
Orlando, FL 32802  
(407) 423-0667

Our Job Serial Number: 2004002496

FILED NO  
APR 11 19 2004  
APR 29 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,  
PLAINTIFF

VS.

EDWARD DWORETZKY, KATHLEEN DWORETZKY  
AND MELISSA M SCHAUGHNESSY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-788 CD

IN MORTGAGE FORECLOSURE

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

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


Please enter **JUDGMENT in rem** in favor of the Plaintiff and against Defendant(s) **EDWARD DWORETZKY AND KATHLEEN DWORETZKY** for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid Principal Balance	\$24,184.45
Interest	\$12,408.65
Per diem of \$7.19	
From 07/01/2002	
To 06/01/2003	
Accumulated Late Charges	
Late Charges	\$293.40
(\$29.34 per month to	
06/01/2003)	
5% Attorney's Commission	\$1,209.22
<b>TOTAL</b>	<b>\$38,095.72</b>

\*\*Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By

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

**FILED**

**MAY 27 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

MAY 27 2004 10:35 AM

William A. Shaw  
Prothonotary/Clerk of Courts

Notice of 100 to  
Defendants Ducretzky  
Statement to Atty

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,  
PLAINTIFF

VS.

EDWARD DWORETZKY, KATHLEEN DWORETZKY  
AND MELISSA M SCHAUGHNESSY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

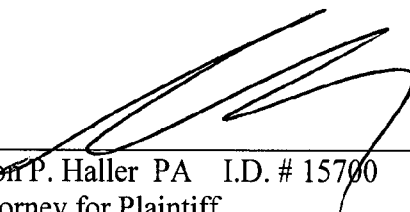
CIVIL ACTION LAW

NO. 03-788 CD

IN MORTGAGE FORECLOSURE

**CERTIFICATE OF SERVICE**  
**PURSUANT TO PA. R.C.P. 237.1**

I hereby certify that on April 28, 2004 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By   
Leon P. Haller PA I.D. # 15700  
Attorney for Plaintiff  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

BANKONE, NATIONAL ASSOCIATION,  
TRUSTEE,

Plaintiff

VS.

EDWARD DWORETZKY, KATHLEEN  
DWORETZKY AND MELISSA M  
SCHAUGHNESSY

Defendant

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 03-788 CD

CIVIL ACTION LAW  
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **April 28, 2004**

**TO:**

EDWARD DWORETZKY  
173 TREASURE LAKE  
DUBOIS, PA 15801

KATHLEEN DWORETZKY  
1341 SOUTHLAKE DRIVE  
ST. CHARLES, MO 63304

MELISSA M SCHAUGHNESSY  
1472 HAWKS NEST DRIVE  
ST. CHARLES, MO 63303


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

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

PURCELL, KRUG & HALLER

By   
LEON P. HALLER, Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front St., Harrisburg, PA 17102  
(717) 234-4178

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,  
PLAINTIFF

VS.

EDWARD DWORETZKY, KATHLEEN DWORETZKY  
AND MELISSA M SCHAUGHNESSY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-788 CD

IN MORTGAGE FORECLOSURE

COPY

**NOTICE OF ENTRY OF JUDGMENT**

TO EDWARD DWORETZKY AND KATHLEEN DWORETZKY:

You are hereby notified that on May 27, 2004 the following judgment has been entered against you in the above-captioned matter:

**\$38,095.72** and for the sale and foreclosure of your property located at: **6 SHAFFER AVENUE DUBOIS, PA 15801**

Dated: May 26, 2004

\_\_\_\_\_  
PROTHONOTARY

Attorney for Plaintiff:  
Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102  
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236

EDWARD DWORETZKY  
173 TREASURE LAKE  
DUBOIS, PA 15801

KATHLEEN DWORETZKY  
1341 SOUTHLAKE DRIVE  
ST. CHARLES, MO 63304

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

COPY

Bank One, National Association, Trustee  
Plaintiff(s)

No.: 2003-00788-CD

Real Debt: \$38,095.72

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Edward Dworetzky  
Melissa M. Schaughnessy  
Kathleen Dworetzky  
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment against Edward  
and Kathleen Dworetzky ONLY

Date of Entry: May 27, 2004

Expires: May 27, 2009

Certified from the record this 27th day of May, 2004.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,  
PLAINTIFF

VS.

EDWARD DWORETZKY, KATHLEEN DWORETZKY  
AND MELISSA M SCHAUGHNESSY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-788 CD

IN MORTGAGE FORECLOSURE

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

**TO THE PROTHONOTARY:**


Issue Writ of Execution in the above matter on the real estate located at **6 SHAFFER AVENUE DUBOIS, PA 15801, PROPERTY OF EDWARD DWORETZKY AND KATHLEEN DWORETZKY** as follows:

Unpaid Principal Balance	\$24,184.45
Interest	\$15,694.48
Per diem of \$7.19 To 9/1/04	
Late Charges (\$29.34 per month to 9/1/04)	\$1,349.64
Escrow Deficit	\$2,544.11

5% Attorney's Commission	\$1,209.22
--------------------------	------------

<b>TOTAL WRIT</b>	<b>\$44,981.90</b>
-------------------	--------------------

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

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

Dated: May 26, 2004

Attached is a description of the real estate.

**FILED**

**MAY 27 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

04/10/38 BY  
MAY 27 2004

William A. Shaw  
Prothonotary/Clerk of Courts



ICC & Le units

w/prop-descr. to SHF

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,  
PLAINTIFF

VS.

EDWARD DWORETZKY, KATHLEEN DWORETZKY  
AND MELISSA M SCHAUGHNESSY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-788 CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT PURSUANT TO RULE 3129.1**

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **6 SHAFFER AVENUE DUBOIS, PA 15801**:

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

EDWARD DWORETZKY  
173 TREASURE LAKE  
DUBOIS, PA 15801

KATHLEEN DWORETZKY  
1341 SOUTHLAKE DRIVE  
ST. CHARLES, MO 63304

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

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

Earle D. Lees, Jr., Esquire  
P.O. Box 685  
109 North Brady Street  
Dubois, PA 15801

Jack Guthridge  
113 Wayne Road  
Dubois, PA 15801

Kay Guthridge  
113 Wayne Road  
Dubois, PA 15801

Rex McClure  
66 Liddle Road  
Dubois, PA 15801

Jeffrey Millder  
7 Rumbarger Avenue  
Dubois, PA 15801

Albert Digilarmo  
P.O. Box 332  
Dubois, PA 15801

Donald Fezell  
Shop N Save  
The Commons  
DuBois, PA 15801

Dennis Clark  
900 10<sup>th</sup> Street  
Reynoldsville, PA 15851

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

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

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

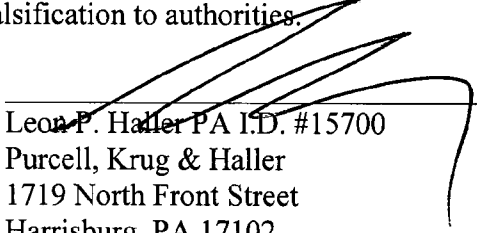
6. Name and address of every other person who has any **record interest** in the property and whose interest may be affected by the sale: **UNKNOWN**

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

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

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

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



---

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

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,  
PLAINTIFF

VS.

EDWARD DWORETZKY, KATHLEEN DWORETZKY  
AND MELISSA M SCHAUGHNESSY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 03-788 CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

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

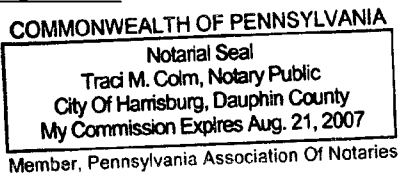
Sworn to and subscribed :

before me this 18<sup>th</sup> day :

of May 2004 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE



BANKONE, NATIONAL ASSOCIATION, TRUSTEE,  
PLAINTIFF

VS.

EDWARD DWORETZKY, KATHLEEN DWORETZKY  
AND MELISSA M SCHAUGHNESSY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-788 CD

IN MORTGAGE FORECLOSURE

**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

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

Sworn to and subscribed :

before me this 18<sup>th</sup> day :

of May 2004 :

Traci M. Colm  
Notary Public

LEON P. HALLER, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Traci M. Colm, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Aug. 21, 2007  
Member, Pennsylvania Association Of Notaries

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

Bank One, National Association, Trustee

Vs.

NO.: 2003-00788-CD

Edward Dworetzky, Kathleen Dworetzky, and  
Melissa M. Schaughnessy

COPY

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BANK ONE, NATIONAL ASSOCIATION, TRUSTEE, Plaintiff(s) from EDWARD DWORETZKY and KATHLEEN DWORETZKY, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$44,981.90  
INTEREST per diem of \$7.19 to  
9/1/04: \$15,694.48  
PROTH. COSTS: \$  
ESCROW DEFICIT: \$2,544.11  
5% ATTY'S COMM: \$1,209.22  
DATE: 05/27/2004

PAID: \$146.00  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES (\$29.34 per month  
to 9/1/04): \$1,349.64

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

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

\_\_\_\_\_  
Sheriff

ALL that certain piece or parcel of land with a residential dwelling and improvements thereon, situate in the City of DuBois (Fourth Ward) Clearfield County, Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a post on South Brady Street; thence South 59-1/4 degrees East, approximately 125 feet to a post or pin in a line run exactly midway between the cellar walls of the two frame houses built on a lot of which this is a part, which said line is at all points equally distant from the said walls of said houses; thence by said line a distance of 50 feet Southerly to line of lands now or formerly of Henry Knarr; thence by the lot now or formerly of Knarr, westerly a distance of approximately 125 feet to line of South Brady Street; thence by line of South Brady Street, 50 feet to the place of beginning. Being part of Lot No. 1, of the Henry Knarr's First Addition to DuBois.

EXCEPTING AND RESERVING the following parcel previously conveyed by Floryan F. Godeck and Merry Godeck and Joseph Bojalad and Brenda Bojalad to Jaymee Company, by Deed dated November 2, 1989, and recorded in Clearfield County Deeds and Records Book 1321, Page 436:

BEGINNING at an iron pipe at the Northwest corner of Lot No. 2, on a DuBois Plan of Lots, and being a common corner with other lands of the Jaymee Company and on the Southeast right-of-way, of Brady Street, a 50 foot wide street at this particular location; thence by line of Lot No. 2, and other lands of the Jaymee Company, South 52 degrees 14 minutes 41 seconds East 86.07 feet to an iron pipe in a sloping embankment on corner of lands now or formerly of Joseph Bojalad; thence by same parallel to a dwelling to the right and 10.50 feet therefrom North 35 degrees 22 minutes 11 seconds East, 50.00 feet to the Southwestern right of way of Shaffer Street having a 50 foot width roadway; thence by said right-of-way, parallel to centerline of Shaffer Street and 25.00 feet therefrom North 52 degrees 15 minutes 07 seconds West, 86.32 feet to a point in the Southeast right-of-way line of Brady Street; thence by same running parallel to the centerline of Brady Street and 25.00 feet therefrom South 35 degrees 05 minutes 05 seconds West 50.00 feet to the place of beginning. Containing 4,300 sq. ft. or 0.0987 acre by calculation. Being a part of Lot No. 1 of the Fourth Ward of the DuBois Plan of Lots; also referred to as Lot No. 1 of the Henry Knarr First Addition to DuBois

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 6 SHAFFER AVENUE  
DUBOIS, PA 15801

BEING THE SAME PREMISES WHICH Arlene G. Kitchel, by Deed dated 2/10/99 and recorded 12/13/99 as Clearfield County Instrument Number 199920319, granted and conveyed unto Edward Dworetzky and Kathleen Dworetzky.

Assessment # 7.4-011-3001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15965  
NO: 03-788-CD

PLAINTIFF: BANKONE, NATIONAL ASSOCIATION, TRUSTEE

vs.

DEFENDANT: DWORETZKY, EDWARD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/27/2004

LEVY TAKEN 07/26/2004 @ 11:05 AM

POSTED 07/26/2004 @ 11:00 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/11/2005

DATE DEED FILED **NOT SOLD**

503  
**FILED**  
APR 11 2005  
01/8:40/ams  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

07/26/2004 @ 2:15 PM SERVED EDWARD DEWORTZKY

SERVED EDWARD DWORETZKY, DEFENDANT AT HIS RESIDENCE 173 TREASUE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EDWARD DWORETZKY

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

07/26/2004 @ 1:40 PM SERVED CASEY MCGLAUPHLIN

SERVED CASEY MCGLAUPHLIN, OCCUPANT, AT HIS/HER RESIDENCE 6 SHAFFER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CASEY MCGLAUPHLIN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

07/31/2004 @ SERVED KATHLEEN DWORETZKY

SERVED KATHLEEN DWORETZKY, DEFENDANT, BY CERTIERIED AND REGUALR MAIL TO 1341 SOUTHLAKE DRIVE, ST. CHARLES, MO. 63304 CERT #70023150000078545474 SIGNED FOR BY UNKNOWN SIGNATURE WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15965  
NO: 03-788-CD

PLAINTIFF: BANKONE, NATIONAL ASSOCIATION, TRUSTEE

VS.

DEFENDANT: DWORETZKY, EDWARD

WRIT OF EXECUTION REAL ESTATE

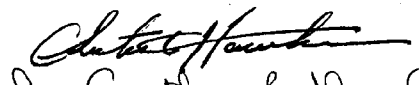
SHERIFF RETURN

---

SHERIFF HAWKINS \$223.19

SURCHARGE \$60.00 PAID BY ATTORNEY

So Answers,

  
By Cynthia Butler - Aufhauser  
Chester A. Hawkins  
Sheriff

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

Bank One, National Association, Trustee

Vs.

NO.: 2003-00788-CD

Edward Dworetzky, Kathleen Dworetzky, and  
Melissa M. Schaughnessy

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due BANK ONE, NATIONAL ASSOCIATION, TRUSTEE, Plaintiff(s) from EDWARD DWORETZKY and KATHLEEN DWORETZKY, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

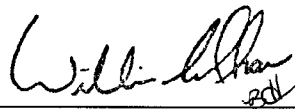
Garnishee(s) as follows:

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

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

AMOUNT DUE: \$44,981.90  
INTEREST per diem of \$7.19 to  
9/1/04: \$15,694.48  
PROTH. COSTS: \$  
ESCROW DEFICIT: \$2,544.11  
5% ATTY'S COMM: \$1,209.22  
DATE: 05/27/2004

PAID: \$146.00  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES (\$29.34 per month  
to 9/1/04): \$1,349.64



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 27<sup>th</sup> day  
of May A.D. 2004  
At 3:00 A.M./P.M.

Chester A. Hanks  
Sheriff Cynthia Butler-Caplan

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

ALL that certain piece or parcel of land with a residential dwelling and improvements thereon, situate in the City of DuBois (Fourth Ward) Clearfield County, Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a post on South Brady Street; thence South 59-1/4 degrees East, approximately 125 feet to a post or pin in a line run exactly midway between the cellar walls of the two frame houses built on a lot of which this is a part, which said line is at all points equally distant from the said walls of said houses; thence by said line a distance of 50 feet Southerly to line of lands now or formerly of Henry Knarr; thence by the lot now or formerly of Knarr, westerly a distance of approximately 125 feet to line of South Brady Street; thence by line of South Brady Street, 50 feet to the place of beginning. Being part of Lot No. 1, of the Henry Knarr's First Addition to DuBois.

EXCEPTING AND RESERVING the following parcel previously conveyed by Floryan F. Godeck and Merry Godeck and Joseph Bojalad and Brenda Bojalad to Jaymee Company, by Deed dated November 2, 1989, and recorded in Clearfield County Deeds and Records Book 1321, Page 436:

BEGINNING at an iron pipe at the Northwest corner of Lot No. 2, on a DuBois Plan of Lots, and being a common corner with other lands of the Jaymee Company and on the Southeast right-of-way, of Brady Street, a 50 foot wide street at this particular location; thence by line of Lot No. 2, and other lands of the Jaymee Company, South 52 degrees 14 minutes 41 seconds East 86.07 feet to an iron pipe in a sloping embankment on corner of lands now or formerly of Joseph Bojalad; thence by same parallel to a dwelling to the right and 10.50 feet therefrom North 35 degrees 22 minutes 11 seconds East, 50.00 feet to the Southwestern right of way of Shaffer Street having a 50 foot width roadway; thence by said right-of-way, parallel to centerline of Shaffer Street and 25.00 feet therefrom North 52 degrees 15 minutes 07 seconds West, 86.32 feet to a point in the Southeast right-of-way line of Brady Street; thence by same running parallel to the centerline of Brady Street and 25.00 feet therefrom South 35 degrees 05 minutes 05 seconds West 50.00 feet to the place of beginning. Containing 4,300 sq. ft. or 0.0987 acre by calculation. Being a part of Lot No. 1 of the Fourth Ward of the DuBois Plan of Lots; also referred to as Lot No. 1 of the Henry Knarr First Addition to DuBois

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 6 SHAFFER AVENUE  
DUBOIS, PA 15801

BEING THE SAME PREMISES WHICH Arlene G. Kitchel, by Deed dated 2/10/99 and recorded 12/13/99 as Clearfield County Instrument Number 199920319, granted and conveyed unto Edward Dworetzky and Kathleen Dworetzky.

Assessment # 7.4-011-3001

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME EDWARD DEWORTZKY

NO. 03-788-CD

NOW, April 09, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Dworetzky, Edward to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	14.25
LEVY	15.00
MILEAGE	14.25
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$223.19</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	24,184.45
INTEREST @	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	1,349.64
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	1,209.22
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	2,544.11
PROPERTY INSPECTIONS	
INTEREST	15,694.48
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$45,041.90</b>

**COSTS:**

ADVERTISING	342.32
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	223.19
LEGAL JOURNAL COSTS	243.00
PROTHONOTARY	146.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$954.51</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

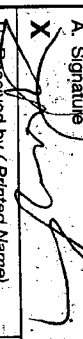
**SENDER: COMPLETE THIS SECTION**

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
 ■ Print your name and address on the reverse so that we can return the card to you.  
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Kathleen Dworetzky  
 1341 Southlake Drive  
 St. Charles, MO 63304

2. Article Number:  
 (Transfer from service label)  
 PS Form 3800, August 2000 Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
☒  ☐ Addressee

B. Received by (Printed Name) ☐ Date of Delivery  
 Kathleen Dworetzky 7/31/04

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7002 3150 0000 7854 5474

102595-02-M-1540

**U.S. Postal Service™  
 CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**SAINT CHARLES MO 63304**

Postage	\$ 0.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 4.65</b>

Sent to: Kathleen Dworetzky  
 Street, Apt. No., or PO Box No. 1341 Southlake Drive  
 City, State, ZIP+4 St. Charles, MO 63304

PS Form 3800, June 2002 See Reverse for Instructions

7002 3150 0000 7854 5474

0830 FIELD  
 Postmark  
 29  
 2004  
 08/29/2004

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

## fax transmittal

**To: SHERIFF'S OFFICE**

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

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

**Fax: 814-765-5915**

**Date: September 17, 2004**  
Barb Villarrial

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

**Pages: 1 PAGE**

**Re: SHERIFFS SALE**

**PROPERTY: 6 SHAFFER AVENUE**

**EDWARD DWORETZKY KATHLEEN**  
**DWORETZKY MELISSA M**  
**SCHAUGHNESSY**

03-788 CD

☒ Urgent   ☐ For Review   ☐ Please Comment   ☐ Please Reply   ☐ Please Recycle

**Notes PLEASE STAY THE SHERIFF SALE SCHEDULED FOR 10/01/04. NO MONIES RECEIVED. MORTGAGE COMPANY IS CHARGING OFF LOAN**

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

BANKONE, NATIONAL ASSOCIATION, TRUSTEE,  
PLAINTIFF

VS.

EDWARD DWORETZKY, KATHLEEN DWORETZKY  
AND MELISSA M SCHAUGHNESSY,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 03-788 CD

IN MORTGAGE FORECLOSURE

**SUPPLEMENTAL**  
**AFFIDAVIT PURSUANT TO RULE 3129.1**

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **6 SHAFFER AVENUE DUBOIS, PA 15801**:

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

EDWARD DWORETZKY  
173 TREASURE LAKE  
DUBOIS, PA 15801

KATHLEEN DWORETZKY  
1341 SOUTHLAKE DRIVE  
ST. CHARLES, MO 63304

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

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

Earle D. Lees, Jr., Esquire  
P.O. Box 685  
109 North Brady Street  
Dubois, PA 15801

Jack Guthridge  
113 Wayne Road  
Dubois, PA 15801

Kay Guthridge  
113 Wayne Road  
Dubois, PA 15801

**FILED**  
SEP 07 2004  
m/ 1:30 / m  
William A. Shaw  
Prothonotary  
1 CENT TO DEPT

Rex McClure  
66 Liddle Road  
Dubois, PA 15801

Jeffrey Millder  
7 Rumbarger Avenue  
Dubois, PA 15801

Albert Digilarmo  
P.O. Box 332  
Dubois, PA 15801

Donald Fezell  
Shop N Save  
The Commons  
DuBois, PA 15801

Dennis Clark  
900 10<sup>th</sup> Street  
Reynoldsville, PA 15851

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

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

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

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

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

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

CHASE MANHATTAN BANK  
C/O FRANK FEDERMAN, ESQUIRE  
ONE PENN CTR. AT SUBURBAN STATI  
1617 JFK BLVD.  
PHILLADELPHIA, PA 19103

J.W. RICE CONSTRUCTION CO., INC.  
C/O CHRISTOPHER E. MOHNEY, ESQUIRE  
90 BEAVER DRIVE, BOX 6  
DUBOIS, PA 15801

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

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



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

September 1, 2004

**FILED**

SEP 07 2004

**William A. Shaw**  
Prothonotary

Check for #10 - could not process judgment separate

May 20, 2004

Leon P. Haller, Esq.  
1719 North Front Street  
Harrisburg, PA 17102

BankOne, National Association, Trustee  
Vs.  
Edward Dworetzky, Kathleen Dworetzky, and  
Melissa M. Schaughnessy

Clearfield County Case Number: 03-788-CD

Dear Mr. Haller:

In the above-referenced case, service has been made on all three defendants. The Praecipe for judgment requests that judgment be entered against the Dworetzky defendants only, and only two envelopes for mailing the notices are included. But the Notice of Judgment you have submitted to be mailed reads, "To the Above-Named Defendants," and does not make that same distinction. Additionally, the Praecipe for Writ of Execution does not specify which defendants are to be executed on. Please either:

- 1) Change the Praecipe for Judgment to reflect all names and submit a third envelope, addressed to Defendant Schaughnessy, or
- 2) Change the Notice of Judgment and the Praecipe for Writ of Execution to specify the Dworetzky defendants only.

If you have any questions, please contact me at (814) 765-2641, ext. 1331.

Sincerely,

William A. Shaw

Enclosures

WAS/brh