

03-796-CD
JPMORGAN CHASE BANK vs. DOR, Inc. et al.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20077
NO: 03-796-CD

PLAINTIFF: JP MORGAN CHASE BANK, TRUSTEE FOR THE BENEFIT OF EQUITY ONE, ABS, INC., MORTGAGE
PASS THROUGH CERTIFICATE SERIES 2001-3

vs.

DEFENDANT: DQI INC., A DELAWARE CORPORATION, DENNIS INGROS AND MARY INGROS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/27/2004

LEVY TAKEN 03/11/2005 @ 11:30 AM

POSTED 03/11/2005 @ 11:30 AM

SALE HELD 05/06/2005

SOLD TO JP MORGAN CHASE BANK, TRUSTEE FOR THE BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE SERIES 2001-3

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 06/06/2005

DATE DEED FILED 06/06/2005

PROPERTY ADDRESS 1120 S. BRADY STREET DUBOIS , PA 15801

SERVICES

@

SERVED DQI, INC., A DELAWARE CORPORATION

SERVED SHARON SMITH, ESQ. 197 MAIN STREET BROOKVILLE, PA BY REGULAR AND CERTIFIED MAIL PER ATTORNEY INSTURCTIONS,
CERT RETURNED REFUSED CERT #70033110000193800619.

03/29/2005 @ 11:45 AM SERVED DENNIS INGROS

SERVED DENNIS INGROS, DEFENDANT, AT HIS RESIDENCE 1 EVERGREEN STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA,
BY HANDING TO DENNIS INGROS.

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.

03/29/2005 @ 11:45 AM SERVED MARY INGROS

SERVED MARY INGROS, DEFENDANT, AT HER RESIDENCE, 1 EVERGREEN STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY
HANDING TO MARY INGROS,

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.

04/06/2005
FILED
JUN 06 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20077
NO: 03-796-CD

PLAINTIFF: JP MORGAN CHASE BANK, TRUSTEE FOR THE BENEFIT OF EQUITY ONE, ABS, INC., MORTGAGE
PASS THROUGH CERTIFICATE SERIES 2001-3

vs.

DEFENDANT: DQI INC., A DELAWARE CORPORATION, DENNIS INGROS AND MARY INGROS

Execution REAL ESTATE

SHERIFF RETURN

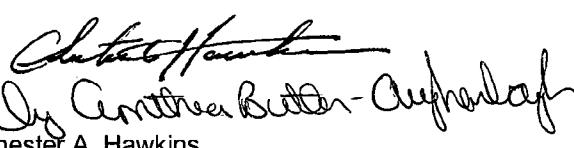
SHERIFF HAWKINS \$266.86

SURCHARGE \$60.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


By: *Matthew Butler - Deputy Sheriff*
Chester A. Hawkins
Sheriff

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

JP Morgan Chase Bank, Trustee for the
Benefit of Equity One, ABS, Inc.,
Mortgage Pass Through Certificate
Series 2001-3

Vs.

NO.: 2003-00796-CD

DQI Incorporated, a Delaware Corporation,
Dennis Ingros and Mary Ingros

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due JP MORGAN CHASE BANK, Trustee for the Benefit of Equity One, ABS, Inc., Mortgage Pass Through Certificate Series 2001-3, Plaintiff(s) from DQI INCORPORATED, a Delaware Corporation, DENNIS INGROS and MARY INGROS, 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:

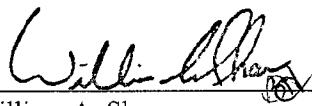
Garnishee(s) as follows:

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: \$324,855.65
INTEREST from July 14, 2003
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 12/27/2004

PAID: \$145.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 27th day
of December A.D. 2004
At 8:00 A.M. AM

Chester A. Hawkins
Sheriff by Cynthia Butcher-Deyley

Requesting Party: Janet L. Gold, Esq.
9 Tanner Street-West Entry
Haddonfield, NJ 08033
(856) 795-0351

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of land now or formerly of Sterling Oil Company and the northeast corner of land hereby conveyed; thence in a Southwesterly direction in center of State Road No. 119, a distance of 225 feet to a point; thence West and parallel to the North line of this lot along other lands now or formerly of M.I. McCreight, et ux., 187 feet to a point; thence North at right angles along other lands now or formerly of M.I. McCreight, et ux., 175 feet, more or less, to line of land now formerly of Tapper; thence along line now or formerly of Tapper and Sterling, East 325 feet, more or less, to place of beginning.

EXCEPTING the gas and oil right therein, but without right to occupy the surface of said ground to obtain the same,

THE Tax Parcel Identification No. for this parcel of property is 128-B4-651-15.

Property known as: 1120 S. Brady Street, DuBois, PA 15801.

SEIZED, taken in execution to be sold as the property of DQI, Inc., a Delaware Corporation, Dennis Ingros, and Mary Ingros, at the suit of JP Morgan Chase Bank, Trustee for the Benefit of Equity One, ABS, Inc., Mortgage Pass Through Certificate Series 2001-3. Judgment No. 03-796-CD.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DQI, INC., A DELAWARE CORPORATION

NO. 03-796-CD

NOW, May 06, 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 May 06, 2005, I exposed the within described real estate of Dqi Inc., A Delaware Corporation, Dennis Ingros And Mary Ingros to public venue or outcry at which time and place I sold the same to JP MORGAN CHASE BANK, TRUSTEE FOR THE BENEFIT OF EQUITY ONW, ABS, INC., MORTGAGE PASS THROUGH CERTIFICATE SERIES 2001-3 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	15.39
LEVY	15.00
MILEAGE	15.39
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	30.00
ADD'L POSTING	
ADD'L MILEAGE	15.39
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$266.86

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.00

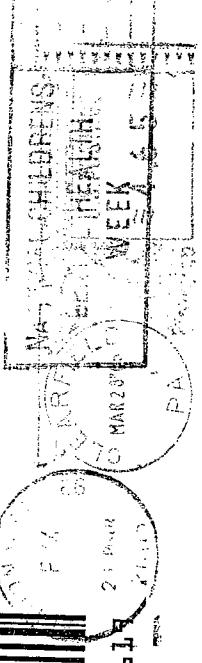
PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	324,855.65
INTEREST @ %	0.00
FROM 07/14/2003 TO 05/06/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$324,915.65
COSTS:	
ADVERTISING	350.80
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.00
SHERIFF COSTS	266.86
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,081.66

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

CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 061

Rec'd

SHARON SMITH, ESQ.
197 MAIN STREET
BROOKVILLE, PA 15825

4/1/05

RTS
RETURN TO SENDER

A INSUFFICIENT ADDRESS
C ATTEMPTED, NOT KNOWN
S NO SUCH NUMBER/ STREET
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

5-600-3-612

6790 0966 1000 0776 0002

US Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 6.00
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 11.65

CLARFIELD PA
Postmark MAR 23 2005
USPS

Sent To: SHARON SMITH ESQ.
Street, Apt. No.,
or PO Box No.,
City, State, ZIP+4
See Reverse for Instructions

PS Form 3800-June 2002

**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:

SHARON SMITH, ESQ.
197 MAIN STREET
BROOKVILLE, PA 15825

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7003 3110 0001 9380 0619

PS Form 3811 February 2004 Domestic Return Receipt

102555-02-M-1540



FILED

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G

APR 25 2005

11:40 AM

William A. Shaw
Prothonotary
1 CENT TO ATTY

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,
vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

AFFIDAVIT OF SERVICE OF
NOTICE OF SHERIFF'S SALE

STATE OF NEW JERSEY:

: SS.

COUNTY OF CAMDEN :

Janet L. Gold, of full age, according to law, upon her oath, deposes and says that:

1. I am the attorney for plaintiff in the above captioned matter.
2. On March 23, 2005, I served upon the following parties, via first class mail, postage prepaid, with a 3817 Certificate of Mailing, a copy of the Notice of Sheriff's Sale of Real Property pursuant to Pennsylvania Rules of Civil Procedure 3129.1:

Commonwealth of Pennsylvania
Department of Labor and Industry to
the use of the Unemployment
Compensation Fund
P.O. Box 60130
Harrisburg, PA 17106

Commonwealth of Pennsylvania
Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

Domestic Relations
230 East Market Street
Clearfield, PA 16830

Specialty Lenders, Ltd.
3205 McKnight East Drive
Pittsburgh, PA 15237

3. On April 6, 2005, I served upon the following parties, via first class mail, postage prepaid, with a 3817 Certificate of Mailing, a copy of the Notice of Sheriff's Sale of Real Property pursuant to Pennsylvania Rules of Civil Procedure 3129.1:

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
P.O. Box 280946
Harrisburg, PA 17128-0946

Commonwealth of Pennsylvania Department
of Revenue
Bureau of Compliance
P.O. Box 280946
Harrisburg, PA 17128-0946

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
P.O. Box 280946
Harrisburg, PA 17128-0946

Commonwealth of Pennsylvania Department
of Revenue
Bureau of Compliance
P.O. Box 280946
Harrisburg, PA 17128-0946

3. Copies of the Notices and 3817 Certificates of Mailing are attached hereto and made a part hereof as **Exhibit A**.

4. On March 28, 2005, the Defendant, DQI, Inc. was served with the Notice of Sheriff's Sale through his/her/their attorney, Sharon Smith, Esquire. A copy of the Acceptance of Service is attached hereto and made a part hereof as **Exhibit B**.

5. On March 29, 2005, Dennis Ingros and Mary Ingros were personally served with the Notice of Sheriff's Sale at his/her/their residence of 1 Evergreen Street, DuBois, PA 15801 via the Clearfield County Sheriff's Office. Said service is on record with the

Clearfield County Prothonotary's Office, per the Clearfield County Sheriff's Office.

6. On March 11, 2005, the property 1220 S. Brady Street, DuBois, PA 15801 was posted with the Notice of Sheriff Sale via the Clearfield County Sheriff's Office. Said service is on record with the Clearfield County Prothonotary's Office, per the Clearfield County Sheriff's Office.

I hereby certify that the foregoing statements made by me are true to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



JANET L. GOLD

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS 20th DAY
OF April, 2005.**



NOTARY PUBLIC
KERRI K. HOLIDAY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/24/2010

Exhibit A

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

(856) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
◆RULE 1:40 APPROVED MEDIATOR

March 23, 2005

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Specialty Lenders, Ltd.
3205 McKnight East Drive
Pittsburgh, PA 15237

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

The above-captioned property is scheduled to be sold at Sheriff's Sale on Friday, May 6, 2005 at 10:00 a.m. in Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, PA 16830, Pennsylvania to enforce the Court judgment of \$324,855.65 obtained by Equity One, Inc. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff
ill be made in accordance with the
days after the filing of the schedule.

truly yours,

**NBERG, GOLD & CETTEI, P.C.
ATTORNEYS FOR PLAINTIFF**



JANET E. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

• EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

(856) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
◆RULE 1:40 APPROVED MEDIATOR

March 23, 2005

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Domestic Relations
230 East Market Street
Clearfield, PA 16830

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

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A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff
Distribution will be made in accordance with the
days after the filing of the schedule.

**BERG, GOLD & CETTEI, P.C.
NEY'S FOR PLAINTIFF**

Judy
JANET L. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

• EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD ♦
DONNA L. CETTEI ♦

(856) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

March 23, 2005

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Commonwealth of Pennsylvania
Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

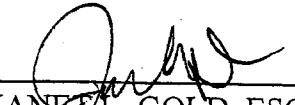
The above-captioned property is scheduled to be sold at Sheriff's Sale on Friday, May 6, 2005 at 10:00 a.m. in Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, PA 16830, Pennsylvania to enforce the Court judgment of \$324,855.65 obtained by Equity One, Inc. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff
... be made in accordance with the
ys after the filing of the schedule.

ily yours,

BERG, GOLD & CETTEI, P.C.
ATTORNEYS FOR PLAINTIFF

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From: EF-461-G		Affix fee here in stamps or dashes postage and post mark. Inquire of Postmaster for current fees.	
EISENBERG, GOLD & CETTEI 9 NINE TANNER STREET - WEST ENTRY HADDONFIELD, NEW JERSEY 08033		MAY 22 2005 CLEARFIELD PA	
One piece of ordinary mail addressed to:		# 0000022008	
<i>Commonwealth of PA Dept of Welfare P.O. Box 2675 Harrisburg, PA 17105</i>			


JANET L. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

(856) 795-0351
FAX: (856) 429-5272

*MEMBER NJ AND PA BAR
◆RULE 1:40 APPROVED MEDIATOR

jgold@egclawfirm.com

March 23, 2005

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Commonwealth of Pennsylvania
Department of Labor and Industry to the
use of the Unemployment Compensation Fund
P.O. Box 60130
Harrisburg, PA 17106

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

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A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff. Distribution will be made in accordance with the after the filing of the schedule.

/ yours,

**ERG, GOLD & CETTEI, P.C.
NEY'S FOR PLAINTIFF**

ANET L. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

(855) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
◆RULE 1:40 APPROVED MEDIATOR

April 6, 2005

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Commonwealth Of Pennsylvania Department of Revenue
Bureau of Compliance
P.O. Box 280946
Harrisburg, PA 17128-0946

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

The above-captioned property is scheduled to be sold at Sheriff's Sale on Friday, May 6, 2005 at 10:00 a.m. in Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, PA 16830, Pennsylvania to enforce the Court judgment of \$324,855.65 obtained by Equity One, Inc. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

Sheriff on a date specified by the Sheriff
will be made in accordance with the
days after the filing of the schedule.

truly yours,

INBERG, GOLD & CETTEI, P.C.
ATTORNEYS FOR PLAINTIFF
JANET

ORNEYS FOR
JANET

JANET L. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

(856) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
◆RULE 1:40 APPROVED MEDIATOR

April 6, 2005

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Commonwealth Of Pennsylvania Department of Revenue
Bureau of Compliance
P.O. Box 280946
Harrisburg, PA 17128-0946

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

The above-captioned property is scheduled to be sold at Sheriff's Sale on Friday, May 6, 2005 at 10:00 a.m. in Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, PA 16830, Pennsylvania to enforce the Court judgment of \$324,855.65 obtained by Equity One, Inc. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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truly yours,

BERG, GOLD & CETTEI, P.C.
ATTORNEYS FOR PLAINTIFF
JANET

JANET L. GOLD, ESQ.
ATTORNEY I.D. NO. 38100

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD ♦
DONNA L. CETTEI ♦

(856) 795-0351
FAX: (856) 429-5272
jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

April 6, 2005

File No. EF-461-G

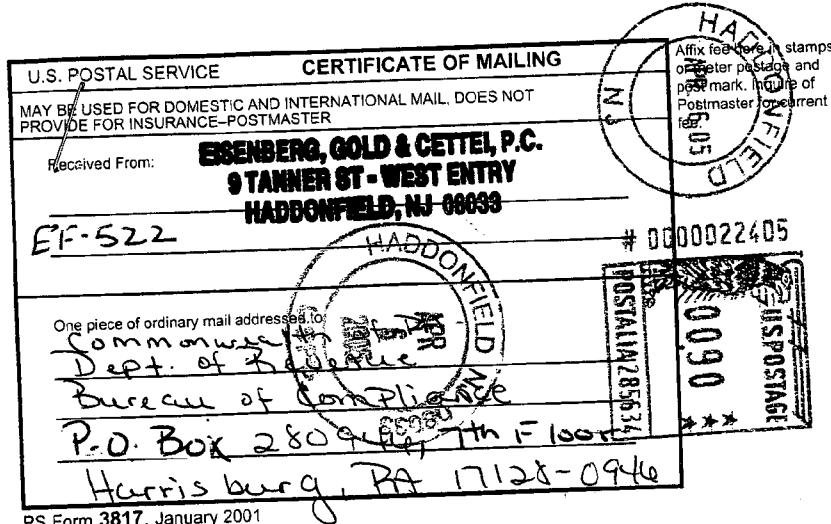
NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Commonwealth Of Pennsylvania Department of Revenue
Bureau of Compliance
P.O. Box 280946
Harrisburg, PA 17128-0946

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

The above-captioned property is scheduled to be sold at Sheriff's Sale on Friday, May 6, 2005 at 10:00 a.m. in Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, PA 16830, Pennsylvania to enforce the Court judgment of \$324,855.65 obtained by Equity One, Inc. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.



Sheriff on a date specified by the Sheriff will be made in accordance with the laws after the filing of the schedule.

ruly yours,

EISENBERG, GOLD & CETTEI, P.C.
ATTORNEYS FOR PLAINTIFF
JANET

JANET L. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD ♦
DONNA L. CETTEI ♦

(856) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

April 6, 2005

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Commonwealth Of Pennsylvania Department of Revenue
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P.O. Box 280946
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A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff
will be made in accordance with the
lays after the filing of the schedule.

truly yours,

EISENBERG, GOLD & CETTEI, P.C.
ATTORNEYS FOR PLAINTIFF
JANET

JANET L. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

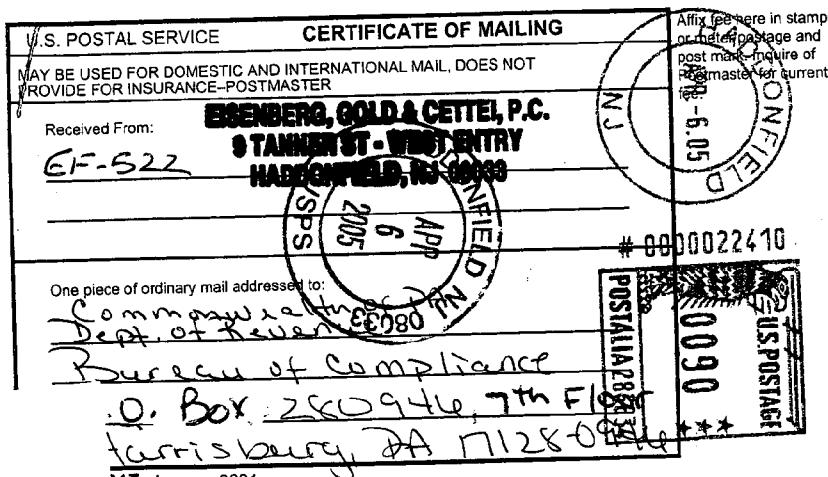
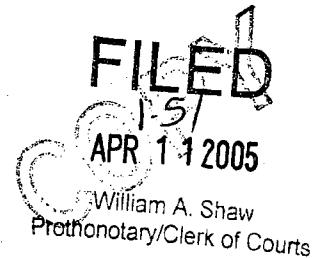


Exhibit B

JANET L. GOLD, ESQUIRE
 EISENBERG, GOLD & CETTEI, P.C.
 9 Tanner Street - West Entry
 Haddonfield, New Jersey 08033
 (856) 795-0351
 Attorney for Plaintiff
 Attorney I.D. #38100
 File No. EF-461-G



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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
 BENEFIT OF EQUITY ONE, ABS, INC.,
 MORTGAGE PASS THROUGH CERTIFICATE
 SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,
 vs.

DQI INC., A DELAWARE CORPORATION, DENNIS
 INGROS AND MARY INGROS,

Defendants.

ACCEPTANCE OF SERVICE

I accept service of the Notice of Sheriff's Sale for the sale scheduled on Friday, May 6, 2005 at 10:00 a.m. on behalf of DQI Inc., A Delaware Corporation, and certify that I am authorized to do so.

Sharon Smith, Esquire
 Sharon Smith, Esquire

DATED: 28 March 2005

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,
vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

FILED /cc to
m/1/35/05 Shs per
APR 11 2005 Atty regu,

William A. Shaw
Prothonotary/Clerk of Courts

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

STATE OF NEW JERSEY :
COUNTY OF BURLINGTON :

Equity One, Inc., Plaintiff in the above-captioned matter, sets forth as of the date of the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at 1120 S. Brady Street, DuBois, PA 15801 (see copy of the description attached hereto as **Exhibit A**).

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

Name

Address

DQI, Inc., A Delaware Corporation
Dennis Ingros
Mary Ingros

1120 S. Brady Street
DuBois, PA 15801

2. Name and address of Defendants in the judgment:

Name

Address

Same as #1.

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

Name

Address

Specialty Lenders, Ltd.

3205 McKnight East Drive
Pittsburgh, PA 15237

Commonwealth of Pennsylvania
Department of Labor and Industry to the
Use of the Unemployment Compensation Fund

P.O. Box 60130
Harrisburg, PA 17106

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance

P.O. Box 280946
Harrisburg, PA 17128-0946

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

Name

Address

Specialty Lenders, Ltd.

3205 McKnight East Drive
Pittsburgh, PA 15237

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

Name

Address

None.

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

Name

Address

Commonwealth of Pennsylvania
Department of Welfare

P.O. Box 2675
Harrisburg, PA 17105

Domestic Relations

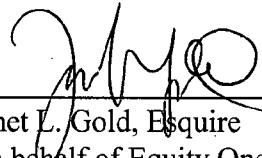
230 East Market Street
Clearfield, PA 16830

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

Name Address

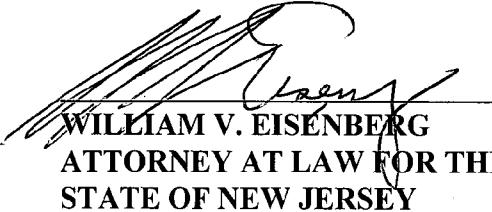
None.

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



Janet L. Gold, Esquire
On behalf of Equity One, Inc.

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7TH DAY
OF APRIL, 2005.**



**WILLIAM V. EISENBERG
ATTORNEY AT LAW FOR THE
STATE OF NEW JERSEY**

FILED

APR 11 2005

William A. Shaw
Prothonotary/Clerk of Courts

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEL, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G

FILED
m1:51 Gen NO
APR 11 2005 (6)
cc

William A. Shaw
Prothonotary/Clerk of Courts

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

Plaintiff,
vs.

DQI INC., A DELAWARE CORPORATION, DENNIS
INGROS AND MARY INGROS,

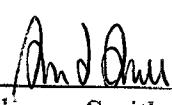
Defendants.

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

ACCEPTANCE OF SERVICE

I accept service of the Notice of Sheriff's Sale for the sale scheduled on Friday, May 6, 2005 at 10:00 a.m. on behalf of DQI Inc., A Delaware Corporation, and certify that I am authorized to do so.



Sharon Smith, Esquire

DATED: 28 March 2005

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,

vs.

DQI INC., A DELAWARE CORPORATION, DENNIS
INGROS AND MARY INGROS,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: DQI, Inc. a Delaware Corporation 1120 S. Brady Street DuBois, PA 15801	Dennis Ingros 1120 S. Brady Street DuBois, PA 15801	Mary Ingros 1120 S. Brady Street DuBois, PA 15801
--	---	---

Your house (real estate) at 1120 S. Brady Street, DuBois, PA 15801, is scheduled to be sold at Sheriff's Sale on FRIDAY, MAY 6, 2005 at 10:00 a.m. at the Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, PA 16830, to enforce the judgment of \$324,855.65 obtained by Equity One, Inc.

NOTICE OF OWNER'S RIGHTS
YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be canceled if you pay to Equity One, Inc. or its attorney Janet L. Gold, Esquire the back payments, late charges, costs and reasonable attorneys fees due. To find out how much you must pay, you may call (856) 795-0351.

2. You may be able to stop the sale by filing a Petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale.

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price by calling (856) 795-0351.

2. You may be able to Petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.

3. The sale will go through if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened you may call (856) 795-0351.

4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer will bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff on May 9, 2005. This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule unless exception (reasons why the proposed distribution is wrong) is filed with the Sheriff within ten (10) days after May 9, 2005.

7. You may also have other rights and defenses, or ways of getting your house back if you act immediately after the sale.

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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2 N. 2ND STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 51

JANET L. GOLD

JANET L. GOLD, ESQUIRE

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of land now or formerly of Sterling Oil Company and the northeast corner of land hereby conveyed; thence in a Southwesterly direction in center of State Road No. 119, a distance of 225 feet to a point; thence West and parallel to the North line of this lot along other lands now or formerly of M.I. McCreight, et ux., 187 feet to a point; thence North at right angles along other lands now or formerly of M.I. McCreight, et ux., 175 feet, more or less, to line of land now formerly of Tapper; thence along line now or formerly of Tapper and Sterling, East 325 feet, more or less, to place of beginning.

EXCEPTING the gas and oil right therein, but without right to occupy the surface of said ground to obtain the same,

THE Tax Parcel Identification No. for this parcel of property is 128-B4-651-15.

Property known as: 1120 S. Brady Street, DuBois, PA 15801.

SEIZED, taken in execution to be sold as the property of DQI, Inc., a Delaware Corporation, Dennis Ingros, and Mary Ingros, at the suit of JP Morgan Chase Bank, Trustee for the Benefit of Equity One, ABS, Inc., Mortgage Pass Through Certificate Series 2001-3. Judgment No. 03-796-CD.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14654

JP MORGAN CHASE BANK, TRUSTEE FOR THE BENEFIT OF EQUITY ON 03-796-CD

VS.
DQI INC.,

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 10, 2003 @ 9:50 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF DECEMBER 5, 2003 WAS SET.

NOW, OCTOBER 10, 2003 @ 9:50 A.M. O'CLOCK SERVED DQI, INC., DEFENDANT, AT RESIDENCE OF BUSINESS, 1220 S. BRADY STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENNIS INGROS, DEFENDNAT/PRESIDENT OF DQI, INC., A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, OCTOBER 10, 2003 @ 9:50 A.M. O'CLOCK SERVED DENNIS INGROS, DEFENDANT, AT HIS RESIDENCE 1220 S. BRADY STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENNIS INGROS, DEFENDNAT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, OCTOBER 10, 2003 @ 9:50 A.M. O'CLOCK SERVED MARY INGROS, DEFENDANT, AT HER RESIDENCE 1220 S. BRADY STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENNIS INGROS, DEFENDANT/HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

6K **FILED**
01/31/04
JAN 10 2005

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14654

JP MORGAN CHASE BANK, TRUSTEE FOR THE BENEFIT OF EQUITY ON 03-796-CD

VS.

DQI INC.,

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 17, 2003 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF'S SALE TO MARCH 4, 2004.

NOW, SEPTEMBER 28, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE DUE TO BANKRUPTCY FILING.

NOW, JANUARY 10, 2005 PAID THE COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, JANUARY 10, 2005 RETURN WRIT AS NO SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. PLAINTIFF'S ATTORNEY STAYED SALE DUE TO BANKRUPTCY FILING.

SHERIFF HAWKINS \$212.54

SURCHARGE \$60.00

PAID BY ATTORNEY

Sworn to Before Me This

10th Day Of Jan 2005

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

So Answers,

Chester Hawkins
By Cynthia Butler-Aughenbaugh
Chester A. Hawkins
Sheriff

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

JP Morgan Chase Bank, Trustee for
the benefit of Equity One, ABS, Inc.,
Mortgage Pass Through Certificate
Series 2001-3

Vs.

NO.: 2003-00796-CD

DQI Inc., a Delaware Corporation,
Dennis Ingros, and
Mary Ingros

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due JP MORGAN CHASE BANK, Trustee for the benefit of Equity One, ABS, Inc., Mortgage Pass Through Certificate Series 2001-3, Plaintiff(s) from DQI INC., a Delaware Corporation, DENNIS INGROS, and MARY INGROS, , Defendant(s):

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

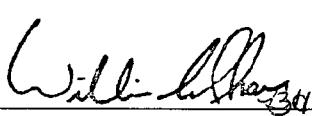
Garnishee(s) as follows:

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: \$324,855.65
INTEREST from July 14, 2003: \$
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 09/22/2003

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 22nd day
of September A.D. 2003
At 10:00 A.M. P.M.

Requesting Party: Janet L. Gold, Esq.
9 Tanner Street - West Entry
Haddonfield, NJ 08033
(856) 795-0351

Chesler A. Stephens
Sheriff By Cynthia Butler-Aughenbaugh

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of land now or formerly of Sterling Oil Company and the northeast corner of land hereby conveyed; thence in a Southwesterly direction in center of State Road No. 119, a distance of 225 feet to a point; thence West and parallel to the North line of this lot along other lands now or formerly of M.I. McCreight, et ux., 187 feet to a point; thence North at right angles along other lands now or formerly of M. I. McCreight, et ux., 175 feet, more or less, to line of land now or formerly of Tapper; thence along line now or formerly of Tapper and Sterling, East 325 feet, more or less, to place of beginning.

EXCEPTING the gas and oil right therein, ,but without right to occupy the surface of said ground to obtain the same,

THE Tax Parcel Identification No. for this parcel of property is 128-B4-651-15.

Property known as: 1220 S. Brady Street, DuBois, PA 15801

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DQI, INC.

NO. 03-796-CD

NOW, January 08, 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 March 05, 2004, I exposed the within described real estate of Dqi Inc., 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 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	
SERVICE	15.00
MILEAGE	15.00
LEVY	13.68
MILEAGE	15.00
POSTING	13.68
CSDS	15.00
COMMISSION	10.00
POSTAGE	0.00
HANDBILLS	5.18
DISTRIBUTION	15.00
ADVERTISING	25.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$213.54

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	
INTEREST @ %	324,855.65
FROM 07/14/2003 TO 03/05/2004	0.00

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$324,855.65
--------------------------------	---------------------

COSTS:

ADVERTISING	359.10
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	213.54 212.84
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	998.64
	\$999.64

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

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

(856) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

September 17, 2003

File No. EF-461-G

via fax & reg. mail

SHERIFF OF CLEARFIELD COUNTY
Courthouse
1 North Second Street, Suite 116
Clearfield, PA 16830

Re: JPMorgan Chase Bank, Trustee for the benefit of Equity One, ABS, Inc.,
Mortgage Pass Through Certificate Series 2001-3 vs. DQI, Inc., et al.
No. 03-796-CD

Dear Sheriff:

Please be advised that the Defendant, DQI, filed a Chapter 11 bankruptcy under Case No. 03-35070. As such, I would request that you adjourn the Sheriff's Sale in the above matter to the March 2004 Sale date. Kindly announce the adjournment at the Sale in December.

Thank you.

Very truly yours,

EISENBERG, GOLD & CETTEI, P.C.


JANET L. GOLD, ESQUIRE

JLG:mw

cc: Kim C. Kezner, Esquire
Sharon L. Smith, Esquire
Equity One, Inc.

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET • WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD ♦
DONNA L. CETTEI ♦

(856) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

♦MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

September 17, 2003

File No. EF-461-G

Sheriff of Clearfield County
Courthouse
1 North Second Street, Suite 116
Clearfield, PA 16830

Re: JPMorgan Chase Bank, Trustee for the benefit of Equity One, ABS, Inc.,
Mortgage Pass Through Certificate Series 2001-3 vs. DQI, Inc., et al.
No. 03-796-CD

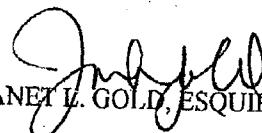
Dear Sheriff:

The above matter is scheduled for a Sheriff's Sale on Friday, March 5, 2004. Would
you kindly stay the sale as the Defendant has filed a bankruptcy.

Thank you.

Very truly yours,

EISENBERG, GOLD & CETTEI, P.C.


JANET L. GOLD, ESQUIRE

JLG:mw

cc: Sharon L. Smith, Esquire

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

**JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G**

(b)
FILED 1cc 96 wnts
m 10/10/04 to Staff
DEC 27 2004 Atty pd.
20.00

William A. Shaw
Prothonotary/Clerk of Courts

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,

vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	\$324,855.65
Interest from July 14, 2003	\$ _____ and costs. 145.00 Prothonotary costs

**EISENBERG, GOLD & CETTEI, P.C.
Attorneys for Plaintiff**

By:

Janet L. Gold, Esq.

Dated: December 20, 2004

NOTE: Please see attached property description.

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

JPMorgan Chase Bank, Trustee for the benefit of
Equity One, ABS, Inc., Mortgage Pass Through
Certificate Series 2001-3,

vs.

DQI, Inc., a Delaware Corporation, Dennis Ingros
and Mary Ingros

**PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)**

JANET L. GOLD, ESQUIRE
Attorney for Plaintiff

**JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G**

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,

vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

**STATE OF NEW JERSEY :
COUNTY OF BURLINGTON :
: ss.**

Equity One, Inc., Plaintiff in the above-captioned matter, sets forth as of the date of the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at 1120 S. Brady Street, DuBois, PA 15801 (see copy of the description attached hereto as Exhibit A).

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

Name

DQI, Inc., A Delaware Corporation
Dennis Ingros
Mary Ingros

Address

1120 S. Brady Street
DuBois, PA 15801

2. Name and address of Defendants in the judgment:

Name

Same as #1.

Address

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

Name

Specialty Lenders, Ltd.

Address

3205 McKnight East Drive
Pittsburgh, PA 15237

Commonwealth of Pennsylvania
Department of Labor and Industry to the
Use of the Unemployment Compensation Fund

P.O. Box 60130
Harrisburg, PA 17106

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

Name

Specialty Lenders, Ltd.

Address

3205 McKnight East Drive
Pittsburgh, PA 15237

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

Name

Clearfield County Tax Bureau

Address

230 East Market Street
Clearfield, PA 16830

Alexis J. Stetz, Tax Collector

16 W. Scribner Ave.
DuBois, PA 15801

Sikesville Municipal Authority

21 E. Main Street
Sikesville, PA 15865

Sandy Township

P.O. Box 267
DuBois, PA 15801

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

Name

Address

Commonwealth of Pennsylvania
Department of Welfare

P.O. Box 2675
Harrisburg, PA 17105

Commonwealth of Pennsylvania
Department of Revenue

P.O. Box 280423
Harrisburg, PA 17128-0423

Domestic Relations

230 East Market Street
Clearfield, PA 16830

Corporation Tax Department
Bureau of Business Trust Fund Taxes

P.O. Box 280901
Harrisburg, PA 17128

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

Name

Address

None.

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

Melissa Dick
Melissa Dick
Asst. Vice President

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS 14 DAY
OF October, 2004.**

Sherri B. Matthews
NOTARY PUBLIC

SHERRI B. MATTHEWS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/10/2009



DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of land now or formerly of Sterling Oil Company and the northeast corner of land hereby conveyed; thence in a Southwesterly direction in center of State Road No. 119, a distance of 225 feet to a point; thence West and parallel to the North line of this lot along other lands now or formerly of M.I. McCreight, et ux., 187 feet to a point; thence North at right angles along other lands now or formerly of M.I. McCreight, et ux., 175 feet, more or less, to line of land now formerly of Tapper; thence along line now or formerly of Tapper and Sterling, East 325 feet, more or less, to place of beginning.

EXCEPTING the gas and oil right therein, but without right to occupy the surface of said ground to obtain the same,

THE Tax Parcel Identification No. for this parcel of property is 128-B4-651-15.

Property known as: 1120 S. Brady Street, DuBois, PA 15801.

SEIZED, taken in execution to be sold as the property of DQI, Inc., a Delaware Corporation, Dennis Ingros, and Mary Ingros, at the suit of JP Morgan Chase Bank, Trustee for the Benefit of Equity One, ABS, Inc., Mortgage Pass Through Certificate Series 2001-3. Judgment No. 03-796-CD.

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

JP Morgan Chase Bank, Trustee for the
Benefit of Equity One, ABS, Inc.,
Mortgage Pass Through Certificate
Series 2001-3

Vs.

NO.: 2003-00796-CD

Copy

DQI Incorporated, a Delaware Corporation,
Dennis Ingros and Mary Ingros

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due JP MORGAN CHASE BANK, Trustee for the Benefit of Equity One, ABS, Inc., Mortgage Pass Through Certificate Series 2001-3, Plaintiff(s) from DQI INCORPORATED, a Delaware Corporation, DENNIS INGROS and MARY INGROS, 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: \$324,855.65
INTEREST from July 14, 2003
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 12/27/2004

PAID: \$145.00
SHERIFF: \$
OTHER COSTS: \$

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

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Janet L. Gold, Esq.
9 Tanner Street-West Entry
Haddonfield, NJ 08033
(856) 795-0351

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of land now or formerly of Sterling Oil Company and the northeast corner of land hereby conveyed; thence in a Southwesterly direction in center of State Road No. 119, a distance of 225 feet to a point; thence West and parallel to the North line of this lot along other lands now or formerly of M.I. McCreight, et ux., 187 feet to a point; thence North at right angles along other lands now or formerly of M.I. McCreight, et ux., 175 feet, more or less, to line of land now formerly of Tapper; thence along line now or formerly of Tapper and Sterling, East 325 feet, more or less, to place of beginning.

EXCEPTING the gas and oil right therein, but without right to occupy the surface of said ground to obtain the same,

THE Tax Parcel Identification No. for this parcel of property is 128-B4-651-15.

Property known as: 1120 S. Brady Street, DuBois, PA 15801.

SEIZED, taken in execution to be sold as the property of DQI, Inc., a Delaware Corporation, Dennis Ingros, and Mary Ingros, at the suit of JP Morgan Chase Bank, Trustee for the Benefit of Equity One, ABS, Inc., Mortgage Pass Through Certificate Series 2001-3. Judgment No. 03-796-CD.

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G

FILED

NOV 05 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

Plaintiff,

vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT OF SERVICE

STATE OF NEW JERSEY :
: SS.
COUNTY OF CAMDEN :

Janet L. Gold, of full age, according to law, upon her oath, deposes and says that:

1. I am the attorney for plaintiff in the above captioned matter.
2. On October 21, 2003, I served upon the following parties, via first class mail, postage prepaid, with a 3817 Certificate of Mailing, a copy of the Notice of Sheriff's Sale of Real Property pursuant to Pennsylvania Rules of Civil Procedure 3129.1:

Domestic Relations
230 East Market Street
Clearfield, PA 16830

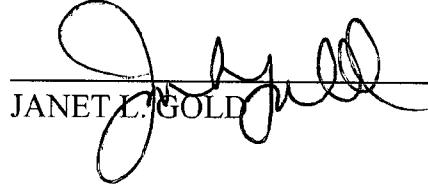
Specialty Lenders, Ltd.
3205 McKnight East Drive
Pittsburgh, PA 15237

Commonwealth of Pennsylvania
Department of Labor and Industry to the use
of the Unemployment Compensation Fund
P.O. Box 30130
Harrisburg, PA 17106

Commonwealth of Pennsylvania
Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

3. Copies of the Notices and 3817 Certificates of Mailing are attached hereto and
made a part hereof as **Exhibit A.**

I hereby certify that the foregoing statements made by me are true to the best of my
knowledge, information and belief. I am aware that if any of the foregoing statements made
by me are willfully false, I am subject to punishment.



JANET L. GOLD

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS 3rd DAY
OF NOVEMBER, 2003.**



NOTARY PUBLIC

MELINDA ZIELKE
A Notary Public of New Jersey
My Commission Expires 9/22/2004

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From: **EISENBERG GOLD & CETTEI**
8 TANNER ST - WEST ENTRY
HADDONFIELD, NJ 08033

One piece of ordinary mail addressed to:
Domestic Relations
230 East Market Street *USPS*
Clearfield, PA 16830

SF-46

NJ
OCT 21 2003
HADDONFIELD, NJ 08033
USPS

000005586

0.90 *US POSTAGE*

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From: **EISENBERG GOLD & CETTEI**
8 TANNER ST - WEST ENTRY
HADDONFIELD, NJ 08033

One piece of ordinary mail addressed to:
Commonwealth of Pennsylvania
Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

EF-46

NJ
OCT 21 2003
HADDONFIELD, NJ 08033
USPS

000005588

0.90 *US POSTAGE*

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From: **EISENBERG GOLD & CETTEI**
8 TANNER ST - WEST ENTRY
HADDONFIELD, NJ 08033

One piece of ordinary mail addressed to:
Specialty Lenders *USPS*
3205 McKnight East Drive
Pittsburgh, PA 15237

EF-46

NJ
OCT 21 2003
HADDONFIELD, NJ 08033
USPS

000005587

0.90 *US POSTAGE*

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From: **EISENBERG GOLD & CETTEI**
8 TANNER ST - WEST ENTRY
HADDONFIELD, NJ 08033

One piece of ordinary mail addressed to:
Commonwealth of Pennsylvania
Dept. of Labor & Industry *the i*
of the Unemployment Compensation
P.O. Box 60130

EF-46

NJ
OCT 21 2003
HADDONFIELD, NJ 08033
USPS

000005589

0.90 *US POSTAGE*

PS Form 3817, January 2001 **Harrisburg, PA 17106**

Exhibit A

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

(856) 795-0351
FAX: (856) 429-5272

jgold@cgclawfirm.com

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

October 21, 2003

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Domestic Relations
230 East Market Street
Clearfield, PA 16830

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

The above-captioned property is scheduled to be sold at Sheriff's Sale on Friday, December 5, 2003 at 10:00 a.m. in Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, PA 16830, Pennsylvania to enforce the Court judgment of \$324,855.65 obtained by Equity One, Inc. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

Very truly yours,

EISENBERG, GOLD & CETTEI, P.C.
ATTORNEYS FOR PLAINTIFF

By: _____

JANET L. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

Exhibit B

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

(856) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

October 21, 2003

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Specialty Lenders, Ltd.
3205 McKnight East Drive
Pittsburgh, PA 15237

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

The above-captioned property is scheduled to be sold at Sheriff's Sale on Friday, December 5, 2003 at 10:00 a.m. in Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, PA 16830, Pennsylvania to enforce the Court judgment of \$324,855.65 obtained by Equity One, Inc. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

Very truly yours,

EISENBERG, GOLD & CETTEI, P.C.
ATTORNEYS FOR PLAINTIFF

By: _____

JANET L. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

B

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

(856) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

October 21, 2003

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Commonwealth of Pennsylvania
Department of Labor and Industry to the
use of the Unemployment Compensation Fund
P.O. Box 60130
Harrisburg, PA 17106

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

The above-captioned property is scheduled to be sold at Sheriff's Sale on Friday, December 5, 2003 at 10:00 a.m. in Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, PA 16830, Pennsylvania to enforce the Court judgment of \$324,855.65 obtained by Equity One, Inc. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

Very truly yours,

EISENBERG, GOLD & CETTEI, P.C.
ATTORNEYS FOR PLAINTIFF

By: _____

JANET L. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

B

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

(856) 795-0351
FAX: (856) 429-5272

jgold@egclawfirm.com

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

October 21, 2003

File No. EF-461-G

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Commonwealth of Pennsylvania
Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

OWNER(S): DQI Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros

PROPERTY: 1220 S. Brady Street, DuBois, PA 15801

The above-captioned property is scheduled to be sold at Sheriff's Sale on Friday, December 5, 2003 at 10:00 a.m. in Clearfield County Courthouse, 1 N. Second Street, Suite 116, Clearfield, PA 16830, Pennsylvania to enforce the Court judgment of \$324,855.65 obtained by Equity One, Inc. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

Very truly yours,

EISENBERG, GOLD & CETTEI, P.C.
ATTORNEYS FOR PLAINTIFF

By: _____

JANET L. GOLD, ESQ.
ATTORNEY I.D. NO.: 38100

(B)

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

**JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G**

FILED

SEP 22 2003

**William A. Shaw
Prothonotary/Clerk of Courts**

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

**JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,**

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,

vs.

**DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,**

Defendants.

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	\$324,855.65
Interest from July 14, 2003	\$ _____ and costs. 125.00 Prothonotary costs

**EISENBERG, GOLD & CETTEI, P.C.
Attorneys for Plaintiff**

By:

Janet L. Gold, Esq.

Dated: September 17, 2003

NOTE: Please see attached property description.

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

JPMorgan Chase Bank, Trustee for the benefit of
Equity One, ABS, Inc., Mortgage Pass Through
Certificate Series 2001-3,

vs.

DQI, Inc., a Delaware Corporation, Dennis Ingros
and Mary Ingros

**PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)**

JANET L. GOLD, ESQUIRE
Attorney for Plaintiff

FILED
CC & to Womits w/ prop desc.

SEP 10 2003
SEP 22 2003
to Shff

William A. Shaw
Atty pd.20.00

Prothonotary/Clerk of Courts

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G

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

JPMORGANCHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,
vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

STATE OF NEW JERSEY :
: ss.
COUNTY OF BURLINGTON :

Equity One, Inc., Plaintiff in the above-captioned matter, sets forth as of the date of the Praeclipe for the Writ of Execution was filed, the following information concerning the real property located at 1120 S. Brady Street, DuBois, PA 15801 (see copy of the description attached hereto as **Exhibit A**).

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

Name

Address

DQI, Inc., A Delaware Corporation
Dennis Ingros
Mary Ingros

1120 S. Brady Street
DuBois, PA 15801

2. Name and address of Defendants in the judgment:

Name

Address

Same as #1.

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

Name

Address

Specialty Lenders, Ltd.

3205 McKnight East Drive
Pittsburgh, PA 15237

Commonwealth of Pennsylvania
Department of Labor and Industry to the
Use of the Unemployment Compensation Fund

P.O. Box 60130
Harrisburg, PA 17106

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

Name

Address

Specialty Lenders, Ltd.

3205 McKnight East Drive
Pittsburgh, PA 15237

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

Name

Address

None.

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

Name

Address

Commonwealth of Pennsylvania
Department of Welfare

P.O. Box 2675
Harrisburg, PA 17105

Domestic Relations

230 East Market Street
Clearfield, PA 16830

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

Name

Address

None.

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

Melissa Schaeffer
Timothy Tracy

Melissa Schaeffer
Asst. Vice President
Equity One, Inc.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 10 DAY
OF September, 2003.

Kelly A. Fox
NOTARY PUBLIC

KELLY A. FOX
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/15/2007

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of land now or formerly of Sterling Oil Company and the northeast corner of land hereby conveyed; thence in a Southwesterly direction in center of State Road No. 119, a distance of 225 feet to a point; thence West and parallel to the North line of this lot along other lands now or formerly of M.I. McCreight, et ux., 187 feet to a point; thence North at right angles along other lands now or formerly of M. I. McCreight, et ux., 175 feet, more or less, to line of land now or formerly of Tapper; thence along line now or formerly of Tapper and Sterling, East 325 feet, more or less, to place of beginning.

EXCEPTING the gas and oil right therein, ,but without right to occupy the surface of said ground to obtain the same,

THE Tax Parcel Identification No. for this parcel of property is 128-B4-651-15.

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

JP Morgan Chase Bank, Trustee for
the benefit of Equity One, ABS, Inc.,
Mortgage Pass Through Certificate
Series 2001-3

Vs.

NO.: 2003-00796-CD

DQI Inc., a Delaware Corporation,
Dennis Ingros, and
Mary Ingros

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due JP MORGAN CHASE BANK, Trustee for the benefit of Equity One, ABS, Inc., Mortgage Pass Through Certificate Series 2001-3, Plaintiff(s) from DQI INC., a Delaware Corporation, DENNIS INGROS, and MARY INGROS, , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached
- (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: \$324,855.65
INTEREST from July 14, 2003: \$
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 09/22/2003

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Janet L. Gold, Esq.
9 Tanner Street - West Entry
Haddonfield, NJ 08033
(856) 795-0351

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Township of Sandy, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of land now or formerly of Sterling Oil Company and the northeast corner of land hereby conveyed; thence in a Southwesterly direction in center of State Road No. 119, a distance of 225 feet to a point; thence West and parallel to the North line of this lot along other lands now or formerly of M.I. McCreight, et ux., 187 feet to a point; thence North at right angles along other lands now or formerly of M. I. McCreight, et ux., 175 feet, more or less, to line of land now or formerly of Tapper; thence along line now or formerly of Tapper and Sterling, East 325 feet, more or less, to place of beginning.

EXCEPTING the gas and oil right therein, ,but without right to occupy the surface of said ground to obtain the same,

THE Tax Parcel Identification No. for this parcel of property is 128-B4-651-15.

Property known as: 1220 S. Brady Street, DuBois, PA 15801

In The Court of Common Pleas of Clearfield County, Pennsylvania

JPMORGAN CHASE BANK

VS.

DQI INC., a Delaware Corp.; DENNIS & MARY INGROS

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14128

03-796-CD

SHERIFF RETURNS

NOW JUNE 3, 2003 AT 10:05 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DENNIS INGROS, IND., DEFENDANT AT RESIDENCE/EMPLOYMENT, 1120 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENNIS INGROS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING

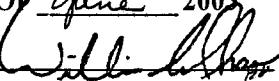
NOW JUNE 3, 2003 AT 10:05 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY INGROS, INC., DEFENDANT AT RESIDENCE/EMPLOYMENT, 1120 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENNIS INGROS, HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING

NOW JUNE 3, 2003 AT 10:05 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DQI INC., A DELAWARE CORP., DEFENDANT AT RESIDENCE/EMPLOYMENT, 1120 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DENNIS INGROS, OWNER, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING

Return Costs

Cost	Description
43.68	SHERIFF HAWKINS PAID BY: ATTY CK# 4429
30.00	SURCHARGE PAID BY: ATTY CK# 4430

Sworn to Before Me This

10 Day Of June 2003


So Answers,


by 
Chester A. Hawkins
Sheriff

FILED

0 1:41:64
JUN 10 2003

William A. Shaw
Prothonotary

**JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G**

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

Plaintiff,
vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

FILED

JUL 14 2003

**William A. Shaw
Prothonotary**

PRAECIPE TO ENTER JUDGMENT

TO: PROTHONOTARY

Enter judgment by default in favor of Plaintiff and against Defendant(s) for failure of Defendant(s) to file a responsive pleading to the Complaint within the time set forth by law.

I hereby certify that defendants were mailed a notice of plaintiff's intention to file the Praecipe to enter the default pursuant to P.A.R.C.P. 237.1 after the defendants failure to plead to the complaint and at least ten (10) days prior to the date of the filing of this Praecipe.

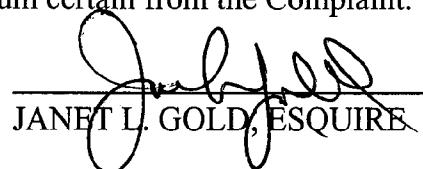

JANET L. GOLD ESQUIRE

Assess damages as follows:

(a) Principal	\$268,767.35
(b) Interest from 4/1/02 to 7/9/03 at 11.00% per annum	37,664.25

(c)	Attorneys' commission	3,000.00
(d)	Late Charges	1,852.48
(e)	Escrow Advanced	1,759.37
(f)	Prepayment Penalty	11,812.20
TOTAL		<u>\$324,855.65</u>

I certify that the foregoing assessment of damages is for specific amounts alleged to be due in the Complaint and is calculable as a sum certain from the Complaint.



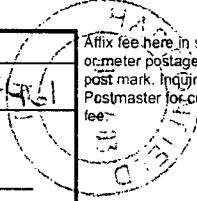
JANET L. GOLD, ESQUIRE

AND NOW, this _____ day of _____, 2003, judgment by default is entered in favor of the Plaintiff and against the Defendant, and damages are assessed in the sum of \$_____.

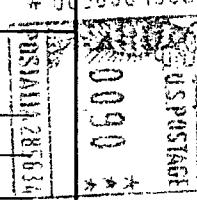
PROTHONOTARY

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		EISENBERG & CO INC 3 POLANER ST NEW YORK NY 10003	
One piece of ordinary mail addressed to: <u>Mary Barnes</u> <u>1120 S. Broad St.</u> <u>Dubois, PA 15801</u>			
		POSTAL RATE	0000
		POSTAGE	0000
* * *			

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



APR 24 2001



PS Form 3817, January 2001

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033
(856) 795-0351
FAX (856) 429-5272

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

EGCLAW @ AOL.COM

MEDFORD OFFICE:
UNION PROFESSIONAL BUILDING
29 UNION STREET
MEDFORD, NJ 08055
(856) 654-5488

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

REPLY TO HADDONFIELD OFFICE

June 24, 2003

File No. EF-461-G

Mary Ingros
1120 S. Brady Street
Dubois, PA 15801

Re: Equity One, Inc. v. DQI, Inc., A Delaware Corporation
NO. 03-796-CD

Dear Mrs. Ingros:

Please find enclosed a self-explanatory Notice of Intention to Take Default with regard to the above captioned matter.

Thank you.

Very truly yours,

EISENBERG, GOLD & CETTEI

JANET L. GOLD

JLG:mw

Enclosure(s)

**JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G**

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,

vs.

DQI INC., A DELAWARE CORPORATION, DENNIS
INGROS AND MARY INGROS,

Defendants.

NOTICE OF INTENTION TO TAKE DEFAULT

**TO: Mary Ingros
1120 S. Brady Street
Dubois, PA 15801**

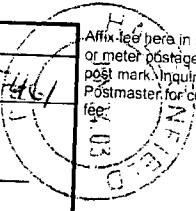
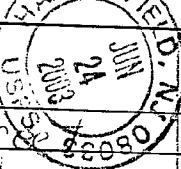
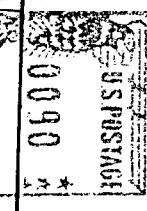
DATE OF NOTICE: June 24, 2003

IMPORTANT NOTICE

You are in default because you have failed to take action required of you in this case. Unless you act within ten (10) days from the date of this notice as set forth above, 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:

Court Administrator
Clearfield County Courthouse
2 N. 2nd Street
Clearfield, PA 16830
(814) 765-2641 ext. 51

JANET L. GOLD, ESQUIRE

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		Affix here in stamps or meter postage and post mark. Inquire of Postmaster for current fees.	
<u>EISENBERG GOLD & CETTEI</u> <u>9 TANNER ST. - WEST ENTRY</u> <u>HADDONFIELD, NJ 08033</u>		 # 0000001989	
One piece of ordinary mail addressed to: <u>Dennis Thomas</u> <u>11203 Bridle Street</u> <u>Dubois, PA 15801</u>			
 			

PS Form 3817, January 2001

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033
(856) 795-0351
FAX (856) 429-5272

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

EGCLAW @ AOL.COM

MEDFORD OFFICE:
UNION PROFESSIONAL BUILDING
29 UNION STREET
MEDFORD, NJ 08055
(856) 654-5488

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

REPLY TO HADDONFIELD OFFICE

June 24, 2003

File No. EF-461-G

Dennis Ingros
1120 S. Brady Street
Dubois, PA 15801

Re: Equity One, Inc. v. DQI, Inc., A Delaware Corporation
NO. 03-796-CD

Dear Mr. Ingros:

Please find enclosed a self-explanatory Notice of Intention to Take Default with regard to the above captioned matter.

Thank you.

Very truly yours,

EISENBERG, GOLD & CETTEI

JANET L. GOLD

JLG:mw

Enclosure(s)

**JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G**

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,

vs.

DQI INC., A DELAWARE CORPORATION, DENNIS
INGROS AND MARY INGROS,

Defendants.

NOTICE OF INTENTION TO TAKE DEFAULT

**TO: Dennis Ingros
1120 S. Brady Street
Dubois, PA 15801**

DATE OF NOTICE: June 24, 2003

IMPORTANT NOTICE

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JANET L. GOLD, ESQUIRE

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		EISENBERG GOLD & CETTEI 9 TANNER ST., WEST-ENTRY HADDONFIELD, NJ 08033	
One piece of ordinary mail addressed to:		# 0130001970	
DGT A Delaware Corporation 1170 S. Brady Street Dubois, PA 15801		PA 15801 1170 S. Brady Street Dubois, PA 15801	0090 U.S. POSTAGE

PS Form 3817, January 2001

EISENBERG, GOLD & CETTEI
A PROFESSIONAL CORPORATION

Counselors at Law

NINE TANNER STREET - WEST ENTRY
HADDONFIELD, NEW JERSEY 08033
(856) 795-0351
FAX (856) 429-5272

WILLIAM V. EISENBERG ♦
JANET L. GOLD *
DONNA L. CETTEI *

EGCLAW @ AOL.COM

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29 UNION STREET
MEDFORD, NJ 08055
(856) 654-5488

*MEMBER NJ AND PA BAR
♦RULE 1:40 APPROVED MEDIATOR

REPLY TO HADDONFIELD OFFICE

June 24, 2003

File No. EF-461-G

DQI, Inc., A Delaware Corporation
1120 S. Brady Street
Dubois, PA 15801

Re: Equity One, Inc. v. DQI, Inc., A Delaware Corporation
NO. 03-796-CD

Dear Sir/Madam:

Please find enclosed a self-explanatory Notice of Intention to Take Default with regard to the above captioned matter.

Thank you.

Very truly yours,

EISENBERG, GOLD & CETTEI

JANET L. GOLD

JLG:mw

Enclosure(s)

**JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G**

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,

vs.

DQI INC., A DELAWARE CORPORATION, DENNIS
INGROS AND MARY INGROS,

Defendants.

NOTICE OF INTENTION TO TAKE DEFAULT

**TO: DQI, Inc., A Delaware Corporation
1120 S. Brady Street
Dubois, PA 15801**

DATE OF NOTICE: June 24, 2003

IMPORTANT NOTICE

You are in default because you have failed to take action required of you in this case. Unless you act within ten (10) days from the date of this notice as set forth above, 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:

Court Administrator
Clearfield County Courthouse
2 N. 2nd Street
Clearfield, PA 16830
(814) 765-2641 ext. 51

JANET L. GOLD, ESQUIRE

FILED

1:41 cr pl 20.00
JUL 14 2003 100 to Letty

William A. Shaw
Prothonotary

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

Plaintiff,
vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

FILED
M 1:41 PM
JUL 14 2003

William A. Shaw
Prothonotary

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATION OF ADDRESS

STATE OF NEW JERSEY :
: ss.
COUNTY OF BURLINGTON :

TIMOTHY TRACY, of full age, being duly sworn according to law, on her oath deposes and says that I am the Loss Mitigation Manager of Plaintiff; that I am authorized to make this Affidavit on behalf of the Plaintiff; that the above named Defendants DQI, Inc., Dennis Ingros and Mary Ingros reside at: 1120 S. Brady Street, Dubois, PA and that the Defendant(s) are not in the military or naval service of the United States or any State or territory thereof, or its allies, as defined in the Soldiers and Sailors Civil Relief Act of 1940 and the Amendments thereto.

Deponent also certifies that the address of the Plaintiff is: 301 Lippincott Drive, Suite 100, Marlton, New Jersey 08053.

Melissa Schaeffer
IMOTHY TRACX

Melissa Schaeffer
Asst. Vice President
Equity One, Inc.

**SWORN TO AND SUBSCRIBED
BEFORE ME THIS 3 DAY
OF July, 2003.**

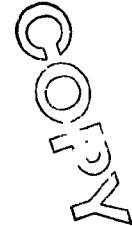
Kelly A. Fox
NOTARY

KELLY A. FOX
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/16/2007

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

JP Morgan Chase Bank
Plaintiff(s)

No.: 2003-00796-CD



Real Debt: \$324,855.65

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

DQI Incorporated
Dennis Q Ingros
Mary A Ingros
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 14, 2003

Expires: July 14, 2008

Certified from the record this 14th day of July, 2003

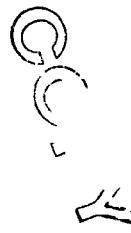
William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G



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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,

vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

NOTICE PURSUANT TO RULE 236

TO: DQI, Inc., A Delaware Corporation
1120 S. Brady Street
Dubois, PA 15801

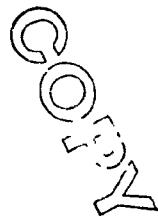
Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified
that a judgment has been entered against you in the above proceeding as indicated below.

PROTHONOTARY

JUDGMENT BY DEFAULT
IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

JANET L. GOLD, ESQUIRE
(856) 795-0351

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G



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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,
vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

NOTICE PURSUANT TO RULE 236

TO: Mary Ingros
1120 S. Brady Street
Dubois, PA 15801

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified
that a judgment has been entered against you in the above proceeding as indicated below.

PROTHONOTARY

JUDGMENT BY DEFAULT
IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

JANET L. GOLD, ESQUIRE
(856) 795-0351

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G



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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

Plaintiff,

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DENNIS INGROS AND MARY INGROS,

Defendants.

NOTICE PURSUANT TO RULE 236

TO: Dennis Ingros
1120 S. Brady Street
Dubois, PA 15801

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified
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PROTHONOTARY

JUDGMENT BY DEFAULT
IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

JANET L. GOLD, ESQUIRE
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JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

NO. 03-796-CD

IN MORTGAGE FORECLOSURE

FILED

MAY 30 2003

William A. Shaw
Prothonotary

NOTICE TO DEFEND

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

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

Court Administrator
Clearfield County Courthouse
2 N. 2nd Street
Clearfield, PA 16830
(814) 765-2641 ext. 51

**JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G**

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

JPMORGAN CHASE BANK, TRUSTEE FOR THE
BENEFIT OF EQUITY ONE, ABS, INC.,
MORTGAGE PASS THROUGH CERTIFICATE
SERIES 2001-3,

Plaintiff,

vs.

DQI INC., A DELAWARE CORPORATION,
DENNIS INGROS AND MARY INGROS,

Defendants.

NO.

IN MORTGAGE FORECLOSURE

COMPLAINT

1. The Plaintiff is Equity One, Inc., a duly organized and subsisting corporation existing under the laws of the State of Delaware, Mortgagee and which corporation maintains a principal office at 301 Lippincott Drive, Suite 100, Marlton, New Jersey 08053.
2. The Defendants, DQI, Inc., a Delaware Corporation, Dennis Ingros and Mary Ingros, are Obligors under the Note and Dennis Ingros and Mary Ingros executed a Guarantee of Payment and Completion in favor of the Plaintiff. The address for the defendants DQI, Inc., Dennis Ingros and Mary Ingros is 1120 S. Brady Street, DuBois, PA 15801.

3. On August 29, 2001, the Defendants made, executed and delivered a Mortgage upon the premises hereinafter described to Equity One, Inc. d/b/a Popular Finance Services, Plaintiff which mortgage was recorded on September 4, 2001 in the office for the Recording of Deeds of Clearfield County as Instrument #200113942. The mortgage was assigned to JPMorgan Chase Bank by Assignment being recorded with the Office for Recording of Deeds in Clearfield County, Pennsylvania.

4. The premises subject to the said mortgage is fully described in **Exhibit A** which is attached hereto, incorporated herein and made a part hereof. A copy of the Note, Guaranty and Mortgage are attached hereto as **Exhibit B, C and D.**

5. Plaintiff was exempt from serving defendant with a notice of intention to take action under §403 of Act #6 of 1974, 41 P.S. §403, pursuant to the definition of a residential mortgage and residential mortgage debtor as set forth in 41 P.S. §101.

6. Plaintiff was exempt from providing Notice under the Homeowners' Emergency Mortgage Assistance Act, Act 91 of 1983 as this property is not owned by an individual and is not the principal residence of the Mortgagor.

7. The said mortgage is in default because the monthly interest and principal payments due have not been paid since May 1, 2002, and by the terms of said mortgage upon default in such payments of interest and principal for a period of thirty (30) days, the principal and all interest due thereon is collectible forthwith.

8. The following amount are due on the mortgage:

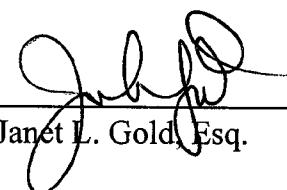
(a) Principal	\$268,767.35
(b) Interest from 4/1/02 to 5/8/03	32,561.64

(c)	Attorney's Commission	4,000.00
(d)	Late charges	1,587.72
(e)	Escrow Advanced	714.79
(f)	NSF Fee	25.00
(g)	Prepayment Penalty	11,812.20
	TOTAL	<u>\$319,468.70</u>

WHEREFORE, the Plaintiff demands Judgment against the Defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 8, namely \$319,468.70 plus the following amounts accruing after May 8, 2003 to the date of judgment:

(a) Interest of \$81.00 per day;
 (b) Late Charges of \$132.32 per month;
 (c) Tax and Insurance escrow payments of \$714.73 per month plus interest at the legal rate allowed on judgments after the date of judgment, additional attorneys fees (if any) hereafter incurred and costs of suit.

EISENBERG, GOLD & CETTEI, P.C.
 Attorneys for Plaintiff

By: 

Janet L. Gold, Esq.

Dated: May 28, 2003

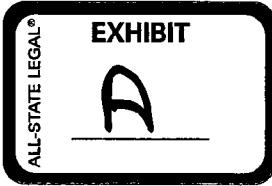
EXHIBIT A

ALL ALL THAT certain piece or parcel of land situate, lying and being in the Township of Sandy, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of land now or formerly of Sterling Oil Company and the Northeast corner of land herein described; thence in a Southwesterly direction in center of State Road No. 119, a distance of 225 feet to a point; thence West and parallel to the North line of this lot along other lands now or formerly of M.T. McCreight, et ux., 187 feet to a point; thence North at right angles along other lands now or formerly of M.T. McCreight, et ux., 175 feet, more or less, to line of land now or formerly of Tapper; thence along line now or formerly of Tapper and Sterling, East 325 feet, more or less, to place of beginning.

EXCEPTING the gas and oil right therein, but without right to occupy the surface of said ground to obtain the same.

The Tax Parcel Identification No. for this parcel of property is 128-B4-651-15.



Amount: 270,000.00

I CERTIFY THIS TO BE A
TRUE AND CORRECT COPY
OF THE ORIGINAL

Dated: August 29, 2001

MORTGAGE NOTE

THIS MORTGAGE NOTE made on August 29, 2001 between
OQI INC
a of the State of Pennsylvania
having a place of business at 1120 SOUTH BRADY STREET, DUBOIS, PA 15801
(hereinafter referred to as the "Borrower"), and Equity One, Inc., dba Popular Financial Service
with its office located at 400 Lippincott Drive, Marlton, NJ 08053
(the "Lender"). The word "Lender" means the original Lender and anyone else who takes this Note by transfer.

1. BORROWERS PROMISE TO PAY PRINCIPAL AND INTEREST

1.1 In return for a loan that the Borrower received, the Borrower promises to pay to the order of the Lender the sum of Two Hundred Seventy Thousand (\$ 270,000.00) (the "Principal"), together with interest, computed at the rate of Eleven percent (11.0000%) per annum which interest will be charged on that part of the Principal which has been actually disbursed to Borrower but has not been paid to Lender from the date of this Note until all Principal has been paid, computed on the basis of actual days elapsed in a year of three hundred sixty (360) days unless prohibited by the law (the "Interest").

2. MONTHLY PAYMENTS

2.1 Payments of Principal and Interest shall be in Three Hundred (300) equal monthly installments of Two Thousand Six Hundred Forty Six and 31/100 (\$ 2,646.31) each commencing the 1 day of October 2001 and continuing on the same day of each consecutive month thereafter until September 1, 2011, when the entire unpaid Principal plus accrued interest shall become due and owing.

2.2 All payments shall first be applied to late charges (if any), then to other sums owed by the Borrower to the Lender, then to interest, the remaining portion (if any) to be applied thereafter to Principal.

[OPTION]

2.3 THE BORROWER ACKNOWLEDGES THAT THE WITHIN NOTE IS A BALLOON NOTE, THE LENDER BEING UNDER NO DUTY OR OBLIGATION TO RENEW OR EXTEND THE NOTE BEYOND

2.4 At the expiration of the term of the loan, the Principal balance then remaining due may be refinanced with the Lender at the option of the Lender.

3. LATE CHARGE FOR OVERDUE PAYMENTS

3.1 In the event that any payment shall not be received by the Lender within 15 days of the due date, Borrower shall, to the extent permitted by law, pay Lender a late charge of 5.0000% of the overdue payment (but in no event to be less than \$25.00 nor more than \$2,500.00). Any such late charge assessed is immediately due and payable.

4. FULL PREPAYMENT

4.1 The Borrower may prepay the unpaid Principal at any time before it is due. This is known as full prepayment. No penalties shall be charged. Interest shall be charged only to the date of the full prepayment.

5. PARTIAL PREPAYMENT

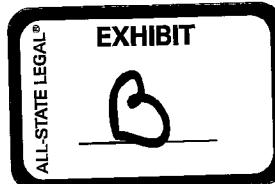
5.1 The Borrower may prepay any part of the unpaid Principal before it is due. This is known as partial prepayment. It may be made at any time. The Lender shall utilize the partial prepayment to reduce the Principal. Interest on the partial prepayment shall be charged only to the date it is paid. No penalties shall be charged. A partial prepayment shall not change the amounts or due dates of the payments. These prepayments will mean that this Note will be paid in less time. The Borrower shall continue to make the payments until the Principal, interest and late charges are paid in full.

6. PLACE OF PAYMENT

6.1 The Borrower shall make the payments to the Lender at or at such other place as is designated by the Lender.
400 Lippincott Drive, Marlton, NJ 08053

7. MORTGAGE AS SECURITY

7.1 As security for the payment hereof, the Borrower has given a Mortgage and Security Agreement (the "Mortgage") to the Lender dated even date herewith. The Mortgage encumbers certain Real Property owned by the Borrower in the City of DUBOIS County of Clearfield and State of PA known as 1120 S BRADY STREET, DUBOIS, PA 15801 also known as *** SEE ATTACHED LEGAL DESCRIPTION ***



of the Official Tax Map, more particularly described in the Mortgage, (the "Real Property"). All of the terms, covenants, provisions, conditions, stipulations and agreements contained in said Mortgage are made a part hereof to the same extent and with the same force and effect as if the Mortgage was fully set forth herein.

8. ADDITIONAL SECURITY

8.1. As additional security, the Borrower has:

- 8.1.1. Executed and delivered to the Lender:
 - Business Loan Agreement,
 - Environmental Responsibility Agreement,
 - Assignment of Leases, Rents and Other Agreements,
 - Assignment of Borrower's Interest in Agreements of Sale,
 - Assignment of Permits and Approvals,
 - Consent of Hypothecation,
 - Assignment of Licenses,
 - Security Agreement,
 - UCC Form 1 Financing Statements
- (collectively the "Loan Documents"); and

8.1.2. Caused to be executed and delivered to the Lender the guaranties (the "Guaranties") of

(the "Guarantors") for repayment of all principal, interest and other sums due to the Lender from the Borrower.

8.2. All of the terms, covenants, provisions, conditions, stipulations and agreements contained in the aforesaid Loan Documents and the Guaranties are made a part hereof to the same extent and with the same force and effect as if they were fully set forth herein.

9. DEFAULT- LENDER'S RIGHT OF ACCELERATION

9.1. The Lender may declare the unpaid Principal and Interest hereunder due immediately upon the occurrence of any one or more of the following events of default (the "Events of Default"). They are:

9.1.1. The failure of the Borrower to make any payment of Principal and/or Interest hereunder within

Fifteen (15) days after its due date; or

9.1.2. Default by the Borrower in the performance of any of the other terms, conditions, promise and/or covenants hereof, the Mortgage, the Loan Documents or any other security documents executed in connection herewith; or

9.1.3. The insolvency of, appointment of an assignee for the benefit of creditors or receiver for, commission of any act of bankruptcy by, the entry of a judgement against the Borrower and/or Guarantor(s); the levy under a warrant of attachment, execution or otherwise upon the property or collateral held by the Lender, or in case any petition in bankruptcy shall be filed by or against the Borrower and/or Guarantor(s) which is not dismissed within sixty (60) days of such filing if filed against the Borrower or any Guarantor or any proceedings in bankruptcy or under acts of Congress or other governmental authority relative to the relief of debtors should be commenced for the relief or re-adjustment of any indebtedness of the Borrower or Guarantor or through reorganization, composition, extension or otherwise.

9.1.4. If any certification, consent, warranty or representation made of hereafter made by the Borrower or Guarantors to the Lender shall prove to be materially false; or

9.1.5. The taking of possession of any substantial part of the Real Property at the instance of any office, agency, department of other authority of the federal or any state government in connection with any criminal offense alleged against the Borrower or any Guarantor; or

9.1.6. Default by Borrower in the performance of any term, covenant or promise in any other agreement, note, mortgage or loan document between Borrower, Lender and/or any other lender.

9.2. If the Lender declares acceleration, the Borrower must immediately pay the full amount of any unpaid Principal and/or Interest, other amounts due on the Mortgage and this Note, the Lender's costs of collection and reasonable attorneys' fees.

9.3. The Lender's failure to accelerate for any cause shall not prevent the Lender from doing so for a later cause.

10. DEFAULT RATE OF INTEREST

10.1 Upon default, including Borrower's failure to pay upon final maturity, the Lender at its option may also increase the Interest due hereunder and charge Interest at the rate set forth in this Note or at the highest legal rate of the time of default, whichever is higher, except that loans exempt from the usury statute will be charged Interest at the rate of five percent (5%) per annum over the rate in the Note.

11. REMEDIES CUMULATIVE

11.1. The remedies hereunder and under the Mortgage, Loan Documents, and/or any and all other security documents executed in connection with this loan providing for the enforcement of the payment of the Principal and Interest set forth herein and for the performance of the covenants, conditions and agreements contained herein and all remedies provided by law are cumulative and concurrent and may be pursued singly or successively or together at the sole discretion of the Lender and may be excised as of the as occasion therefore may occur.

12. WAIVER OF FORMAL ACTS

12.1. The Lender is not required to do any of the following before enforcing the Lender's rights hereunder:

12.1.1. Demand payment of amounts due known as "presentment";

12.1.2. Give notice that amounts due have not been paid known as "notice of dishonor"; and/or

12.1.3. Obtain an official certified statement showing non-payment known as "protest".

13. NO ORAL CHANGES

13.1. This Note can only be changed by an agreement in writing signed by both the Borrower and Lender.

14. NOTICE

14.1. Any notice to the Borrower provided for in this matter shall be given by mailing such notice by certified mail, return receipt requested, addressed to the Borrower at the Borrower's place of business set forth at the beginning of this Note or any such other address as the Borrower may designate by notice to the original Lender or anyone else who takes this Note by transfer. Any notice to the original Lender or anyone else who takes this Note by transfer shall be given by mailing such notice by certified mail, return receipt requested to the Lender at the address stated in this Note or at such other address as may have been designated by a notice given to the Borrower.

15. COMMITMENT

15.1. The terms and conditions of the Commitment Letter from the Lender to the Borrower dated August 29, 2001 [as amended] (the "Commitment Letter") are hereby incorporated by reference. The failure to comply with any of the terms and conditions contained in said Commitment Letter [OPTION] [as amended] shall constitute a default hereunder, and the entire unpaid Principal indebtedness and all additions hereto and the Interest thereon at the option of the Lender shall become immediately due and payable thereafter.

16. WAIVER OF JURY TRIAL

16.1. BORROWER AND LENDER, UPON ADVICE FROM THEIR RESPECTIVE COUNSEL, HEREBY INTENTIONALLY, KNOWINGLY, VOLUNTARILY, EXPRESSLY AND MUTUALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS NOTE OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS NOTE OR THE LOAN TRANSACTION RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS NOTE MAY FILE THIS ORIGINAL NOTE OR A COPY THEREOF WITH ANY COURT AS WRITTEN EVIDENCE TO THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO A TRIAL BY JURY.

17. JOINT AND SEVERAL LIABILITY

17.1. The Borrowers herein acknowledge, understand and agree that their liability hereunder is joint and several.

18. SIGNATURES

18.1. The Borrower agrees to the terms hereof causing its [partners] or [members] or [officers] or [corporate officers] to affix their hands and seals to this Note the day and year first above written.

WITNESS:

BORROWER:

DQI INC

Karen Hennard McConnell

at to all

BY: Dennis Ingros, Inc. DQI INC. [SEAL]
DENNIS INGROS

BY: Dennis Ingros [SEAL]
DENNIS INGROS

BY: Mary Ingros [SEAL]
MARY INGROS

BY: _____ [SEAL]

BY: _____ [SEAL]

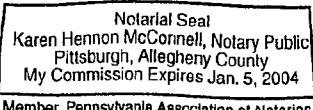
BY: _____ [SEAL]

[Space Below This Line For Acknowledgement]

STATE OF PA Allegheny County ss:

On this 27th day of August 2001, before me, the subscriber, personally appeared Dennis Ingros and Mary Ingros, who, I am satisfied, are the person(s) named in and who executed the within instrument, and thereupon they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

Karen Hennon M. McConnell
Notary Public



Member, Pennsylvania Association of Notaries

PREPAYMENT RIDER TO NOTE

This PREPAYMENT RIDER TO NOTE is made this 29 day of 08 / 2001 and is incorporated into and amends, modifies and supplements the Note of the same date given by the undersigned (the "Borrower") to Equity One, Inc., dba Popular Financial Services (the "Lender") and any riders or modifications thereto ("Note").

In addition to the agreements made in the Note, Borrower and Lender further agrees as follows:

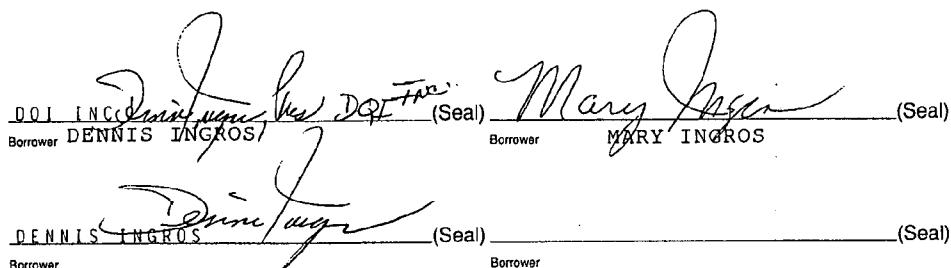
1. The section of the Note entitled "Borrower's Right to Prepay", is hereby deleted in its entirety and replaced with the following language:

4. BORROWER'S RIGHT TO REPAY; PREPAYMENT CHARGE

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

If I make a partial prepayment, there will be no changes in the due dates or amounts of my subsequent scheduled monthly payments unless the Note Holder agrees in writing to those changes. Partial prepayments shall be applied to the last scheduled installments in reverse chronological order, unless otherwise required by applicable law, starting with the final scheduled monthly installment. If the aggregate amount of principal prepaid in any twelve (12) month period exceeds twenty percent (20%) of the original principal amount of this Note during the first THREE (3) years commencing from the date of this Note, then as consideration for the acceptance of such prepayment, and in addition to any other sum payable hereunder, I agree to pay the Note Holder a prepayment charge equal to six (6) months' interest on the amount of any prepayment exceeding twenty percent (20%) of the original principal loan amount.

2. Section 3 of the Note regarding application of payments is hereby amended by adding prepayment charges to the list of "other charges".


D O I L N C (Signature) (Seal) (Signature) (Seal)
Borrower DENNIS INGROS Borrower MARY INGROS

D O I L N C (Signature) (Seal) (Signature) (Seal)
Borrower DENNIS INGROS Borrower MARY INGROS

I CERTIFY THIS TO BE A
TRUE AND CORRECT COPY
OF THE ORIGINAL

ORIGINAL

[Space Above This Line For Recording Data]

This instrument was prepared by:

MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement (the "Mortgage") is made and dated this 29 day of
August 2001, between
D Q I I N C
a of the State of Pennsylvania ;
having a place of business at 1120 SOUTH BRADY STREET, DUBOIS, PA 15801
(hereinafter referred to as the "Borrower"), and Equity One, Inc., dba Popular Financial Service
with its office located at 400 Lippincott Drive, Marlton, NJ 08053 , (the "Lender").

The Lender or any other holder of this Mortgage may transfer this Mortgage and the Mortgage Note it secures.
The word "Lender" means the original Lender and anyone who takes this Mortgage by transfer.

WHEREAS the Borrower is indebted to the Lender in the maximum principal sum of
Two Hundred Seventy Thousand and no/100
(\$ 270,000.00) which indebtedness is
evidenced by the Borrower's Mortgage Note of even date herewith (the "Note") providing for monthly installments of
Principal and Interest with the balance of indebtedness if not sooner paid, due and payable on the 1
day of September 2011

To Secure to the Lender:

a. The repayment of the indebtedness evidenced by the Note with interest thereon together with the payment of all
other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage and the
performance of the covenants and agreements of the Borrower herein contained and as set forth in the guaranties of

D Q I I N C
dated even date hereof; and

b. The repayment of any future loans or advances with interest thereon made to the Borrower by the Lender
pursuant hereto (the "Future Loans and Advances");

c. The repayment of all other obligations of the Borrower, its administrators, successors or assigns or any related
person under common control with the Borrower or controlled by the Borrower whether oral or written, secured or
unsecured and regardless of their nature and shall also secure any and all such future obligations when they are incurred, the
Borrower does hereby mortgage to the Lender the land and premises located in the city of DUBOIS

County of Clearfield and State of Pennsylvania , known as
1120 S BRADY STREET, DUBOIS, PA 15801
also known as *** SEE ATTACHED LEGAL DESCRIPTION ***
ATTACHED LEGAL DESCRIPTION AS DESCRIBED ON THE TAX MAP AS
THE TOWNSHIP OF SANDY

of the Official Tax Map, more particularly described on Schedule A attached hereto and made a part hereof, together with all
buildings, improvements and tenements now or hereafter erected on the land and all heretofore or hereafter vacated alleys
and streets abutting the land and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights, all
condemnation awards and insurance proceeds relating to the land and buildings and all fixtures, machinery, equipment,
building materials, appliances and goods of every nature whatsoever now or hereafter located in or on or used or intended to
be used in connection with the Real Property including but not limited to those for the purposes of supplying or distributing
heating, cooling, electricity, gas, water, air and light and all elevators and related machinery and equipment, plumbing,
antennas, trees and plants, all of which including replacements and additions thereto shall be deemed to be and remain a part
of the Real Property covered by this Mortgage and all other rights which the Borrower now has or will acquire with regard to
the land and buildings (the "Real Property").

The Borrower covenants that Borrower is lawfully seized of the Real Property hereby conveyed, has a right to
mortgage the Real Property and that the Borrower will warrant and defend the title to the Real Property against all claims
and demands rendering the title unmarketable of record.

EXHIBIT

ALL-STATE LEGAL®

THE BORROWER COVENANTS AND AGREES AS FOLLOWS:

1. PAYMENT OF PRINCIPAL AND INTEREST

1.1. The Borrower shall promptly pay when due the Principal of and Interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note and the Principal of and Interest on any Future Advances secured by this Mortgage.

2. ESCROW FOR TAXES AND INSURANCE

2.1. Subject to applicable law or to written waiver by the Lender, the Borrower shall pay to the Lender on the day monthly installments of Principal and Interest are payable under the Note until the Note is paid in full a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may attain priority over the Mortgage plus at the option of the Lender one-twelfth (1/12) of yearly premium installments for liability insurance, all as reasonably estimated initially and from time to time by the Lender on the basis of assessments, bills and reasonable estimates thereof (the "Escrow Funds").

2.2. The Escrow Funds shall be held by the Lender. The Lender shall apply the Escrow Funds to pay said taxes, assessments and insurance premiums. The Lender shall not be required to pay the Borrower any interest on the Escrow Funds. The Escrow Funds are pledged as additional security for the sums secured by this Mortgage.

2.3. If the amount of the Escrow Funds held by the Lender together with the future monthly installments of Escrow Funds payable prior to the due dates of taxes, assessments and insurance premiums shall exceed the amount required to pay said taxes, assessments and insurance premiums as they fall due, such excess shall be credited to the Borrower on monthly installments of Escrow Funds. If the amount of the Escrow Funds held by the Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, the Borrower shall pay to the Lender any amount necessary to make up the deficiency within fifteen (15) days from the date notice is given by the Lender to the Borrower requesting payment thereof.

2.4. Upon payment in full of all sums secured by this Mortgage, the Lender shall promptly refund to the Borrower any funds held by the Lender. If under any section thereof the Real Property is sold or the Real Property is otherwise acquired by the Lender, the Lender shall apply no later than immediately prior to the sale of the Real Property or its acquisition by the Lender any Escrow Funds held by the Lender at the time of application as a credit against the sums secured by this Mortgage.

3. APPLICATION OF PAYMENTS

3.1. Unless applicable law provides otherwise, all payments received by the Lender under the Note and this Mortgage shall be applied by the Lender first in payment of amounts payable to the Lender by the Borrower under Section 2 hereof, then to late charges payable on the Note, then to Interest payable on the Note, then to other amounts due to the Lender under the Note and this Mortgage, then to the Principal of the Note and then to Interest and Principal on any Future Advances.

4. COMPLIANCE

4.1. The Borrower shall comply with all of the terms of the Note and this Mortgage.

5. CHARGES/LIENS

5.1. The Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Real Property which may attain a priority over this Mortgage in the manner provided under Section 2 hereof or if not paid in such manner, by the Borrower making payment when due directly to the payee thereof. The Borrower shall promptly furnish to the Lender all notices of amounts due under this Section and in the event the Borrower shall make payment directly, the Borrower shall promptly furnish to the Lender receipts evidencing such payments. The Borrower shall promptly discharge any lien which has priority over this Mortgage and will keep and maintain the Real Property free from the claims of all persons supplying labor or materials to the Real Property.

6. HAZARD AND LIABILITY INSURANCE

6.1. The Borrower shall keep the improvements now existing or hereafter erected on the Real Property and all fixtures, equipment, machinery, furniture and appliances therein, insured or cause them to be insured against loss by fire, hazards included within the term "Extended Coverage" and such other hazards as the Lender may require in an amount equal to the insurable value of the improvements on the Real Property. If construction is commenced on a building, Borrower shall provide proof of "Builder's Risk" coverage. If the Real Property is in a flood hazard zone on a map of the U.S. Department of Housing and Urban Development, the Borrower shall maintain flood insurance.

6.2. The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the Lender provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Section 2 hereof or if not paid in such manner, by the Borrower making payment when due directly to the insurance carrier. All policies shall state that the insurance company cannot cancel or refuse to renew without at least thirty (30) days' written notice to the Lender. They shall include a "standard mortgagee clause" naming the Lender. All insurance proceeds shall be paid to the Lender. In case of loss or damage, the Borrower shall promptly notify the insurance company and the Lender. The Borrower shall promptly file a proof of loss with the insurance company and settle the claim.

6.3. Unless the Lender and Borrower otherwise agree in writing, the proceeds of insurance shall be payable to the Lender and Borrower and held in an escrow by the Lender to be disbursed or applied as follows. The Lender shall have the option in its reasonable discretion to use the proceeds of Borrower's insurance to reduce the sums secured by the Mortgage, including without limitation the outstanding Principal balance or use the proceeds for the purpose of restoring the damaged Real Property to a value substantially equivalent to the value before the loss.

6.4. If the Real Property is abandoned by the Borrower or if the Borrower fails to respond to the Lender within thirty (30) days from the date notice is given by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to: restoration or repair of the Real Property; or, to the sums secured by this Mortgage.

6.5. Unless the Lender and Borrower otherwise agree in writing, any such application of proceeds to Principal shall not extend or postpone the due date of the monthly installments referred to in Sections 1 and 2 hereof. If under any section hereof the Real Property is acquired by the Lender, all right, title and interest of the Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Real Property prior to the sale or acquisition shall pass to the Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

7. PRESERVATION AND MAINTENANCE OF PROPERTY

7.1. The Borrower shall:

- 7.1.1. Not permit or commit waste, impairment or deterioration of the Real Property;
- 7.1.2. Restore or repair promptly and in a good and workmanlike manner all or any part of the Real Property to the equivalent of its condition immediately prior to deterioration or casualty or such other condition as the Lender may approve in writing in the event of any damage, injury or loss thereto whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair;
- 7.1.3. Keep the Real Property including improvements, fixtures, equipment, machinery, furniture and appliances thereon in good repair and shall replace such improvements, fixtures, equipment, machinery, furniture and appliances on the Real Property when necessary to keep such items in good repair; and

7.2 Neither the Borrower nor any other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Real Property or any fixture, equipment or machinery (if any) in or on the Real Property except when incident to the replacement of fixtures, equipment and machinery (if any) and with items of like kind.

8. PROTECTION OF LENDER'S SECURITY

8.1. If the Borrower fails to perform the covenants and agreements contained in this Mortgage or if in any action is commenced which materially affects the Lender's interest in the Real Property including but not limited to eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent or if the Borrower fails to pay all costs and expenses incident to, necessary and advisable to affect the remediation of any contamination of the Real Property provided as collateral including the hiring of such consultants and the undertaking of such sampling and testing as may be reasonable and necessary in connection therewith, then the Lender, at the Lender's option, upon notice to the Borrower and Borrower's failure to cure within the applicable cure period, may make such appearances, disburse such sums and take such action as is necessary to protect the Lender's interest including but not limited to disbursements of reasonable attorneys' fees and entry upon the Real Property to make repairs.

8.2 Any amounts disbursed by the Lender pursuant to this Section 8 with Interest thereon shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof and shall bear Interest from the date of disbursement at a rate (5%) above the Interest Rate defined in Paragraph 1.1 of the Note. Nothing contained in this Section 8 shall require the Lender to incur any expense or take any action hereunder.

9. OBEYING THE LAW

9.1. The Borrower shall obey all laws, rules and ordinances which apply to the Real Property. The Borrower shall not use or allow the Real Property to be used for any illegal purpose.

10. PROHIBITION AGAINST SECONDARY FINANCING

10.1. The Borrower agrees there shall be no secondary financing involved in this transaction including the creation of liens junior to this Mortgage. So long as the Borrower is indebted to the Lender for any sums due under the Note or this Mortgage, the Borrower shall not permit or suffer the imposition of a lien or encumbrance upon the Real Property junior to this Mortgage, (except for a second mortgage held by the principal sum of \$ 0 . 0 0)

11. INSPECTION

11.1. The Lender may take or cause to be made reasonable entries upon and inspection of the Real Property regardless of whether the Borrower is in default provided that the Lender shall give the Borrower reasonable notice of the Lender's desire to make an inspection.

12. CONDEMNATION

12.1. The proceeds of any award or claim for damages direct or consequential in connection with any condemnation or other taking of the Real Property or part thereof or for conveyance in lieu of condemnation shall be payable to the Lender and Borrower and held in escrow by the Lender to be disbursed or applied as follows: the Lender shall have the option to use the proceeds to reduce the outstanding Principal balance; or, in the event of a partial taking of the Real Property the proceeds to be used for the purpose of restoring the damaged Real Property to a value substantially equivalent to the value before the loss.

12.2. If the Real Property is abandoned by the Borrower or if the Borrower fails to respond to the Lender within thirty (30) days after the date notice is given by the Lender to the Borrower that the condemnor offers to make an award or settle a claim for damages, the Lender is authorized to collect and apply the proceeds at the Lender's option either to: restoration or repair of the Real Property; or, to the sums secured by this Mortgage.

12.3. Unless the Lender and Borrower otherwise agree in writing, any such application of proceeds to the sums secured by this Mortgage including without limitation the Principal shall not extend or postpone the due date of the payments of Interest and the payments referred to in Sections 1 and 2 hereof.

13. FORBEARANCE BY LENDER NOT A WAIVER

13.1. Any forbearance by the Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

EXHIBIT A

ALL ALL THAT certain piece or parcel of land situate, lying and being in the Township of Sandy, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Southeast corner of land now or formerly of Sterling Oil Company and the Northeast corner of land herein described; thence in a Southwesterly direction in center of State Road No. 119, a distance of 225 feet to a point; thence West and parallel to the North line of this lot along other lands now or formerly of M.T. McCreight, et ux., 187 feet to a point; thence North at right angles along other lands now or formerly of M.T. McCreight, et ux., 175 feet, more or less, to line of land now or formerly of Tapper; thence along line now or formerly of Tapper and Sterling, East 325 feet, more or less, to place of beginning.

EXCEPTING the gas and oil right therein, but without right to occupy the surface of said ground to obtain the same.

The Tax Parcel Identification No. for this parcel of property is 128-B4-651-15.

14. REMEDIES CUMULATIVE

14.1. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

15. SUCCESSORS AND ASSIGNS BOUND

15.1 The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Lender and Borrower subject to the provisions hereof.

16. CAPTIONS

16.1. The captions and headings of the Sections of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

17. LENDER'S COUNSEL FEES AND COSTS

17.1. The Borrower agrees to pay all reasonable expenses incurred by the Lender in enforcing the terms of this Mortgage or availing themselves of all rights and remedies provided hereunder to include but not be limited to the Lender's reasonable counsel fees and costs.

18. NOTICES

18.1. All notices to be given pursuant to this Agreement shall be given by either United States mail, certified or registered with return receipt requested, or by nationally recognized overnight courier or delivery service and shall be deemed given (a) on the next business day if delivered by nationally recognized overnight courier or delivery service; or (b) on the date indicated on the return receipt, or if the return receipt is not returned to the sender, on the third day (excluding Sundays and legal holidays) following the depositing of said notice in a United States Postal Service receptacle, if delivered by registered or certified mail, postage prepaid, to the party for whom intended at the following addresses (unless another address has been otherwise designated in a notice to the sending party):

If to the Borrower: D O I I N C
1120 S O U T H B R A D Y S T R E E T , D U B O I S , P A 15801

With copies to:
D E N N I S I N G R O S
1120 S B R A D Y S T R E E T

If to the Lender: E q u i t y O n e , I n c . , d b a P o p u l a r F i n a n c i a l S e r v i c e s
4 0 0 L i p p i n c o t t D r i v e , M a r l t o n , N J 0 8 0 5 3

With copies to:

Materials, information and correspondence other than notices required to be given by Borrower or Lender may also be sent by United States first class mail, postage prepaid, addressed as set forth above, and shall be deemed given on date deposited in the United States Mail.

19. GOVERNING LAW

19.1. This Mortgage shall be governed by the laws of the State of Pennsylvania without regard to issues of conflict of laws.

20. SEVERABILITY

20.1. In the event that any provision or clause of this Mortgage or the Note conflict with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end, the provisions of this Mortgage and the Note are declared to be severable.

21. BORROWER'S COPY

21.1. The Borrower acknowledges that the Borrower, contemporaneously with the execution herewith has been furnished with conformed copies of the Note and this Mortgage.

22. TRANSFER OF REAL PROPERTY/ASSUMPTION/TRANSFER OF INTEREST IN THE BORROWER

22.1. Except as expressly permitted herein, if all or any part of the Real Property or an interest therein is sold or transferred by the Borrower, the Lender may at the Lender's option declare all the sums secured by this Mortgage to be immediately due and payable.

22.2. If the Lender exercises such option to accelerate, the Lender shall mail the Borrower notice of acceleration in accordance with Section 18 hereof. Such notice shall provide a period of not less than fifteen (15) days from the date the notice is mailed within which the Borrower may pay the sums declared due. If the Borrower fails to pay such sums prior to the expiration of such period, the Lender may without further notice or demand upon the Borrower invoke any remedies permitted by this Mortgage or the Note which it secures.

23. ASSIGNMENT OF LEASES, RENTS AND OTHER AGREEMENTS/APPOINTMENT OF RECEIVER/LENDER IN POSSESSION

23.1. As part of the consideration for the indebtedness evidenced by the Note, the Borrower hereby absolutely and unconditionally assigns and transfers to the Lender the rents and revenues of the Real Property including those now due, past due or to become due by virtue of any lease or other occupancy or use of all or any part of the Real Property. The Borrower hereby authorizes the Lender or the Lender's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Real Property or any part thereof to pay such rents and revenues to the Lender or the Lender's agents provided, however, that prior to written notice given by the Lender to the Borrower of breach by the Borrower of any covenant or agreement of the Borrower in this Mortgage, the Borrower shall collect and receive all rents and revenues of the Real Property as trustee for the benefit of the Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this Mortgage in the order provided herein with the balance so long as no such breach has occurred to the account of the Borrower. The Borrower agrees that each purchaser and tenant of the Real Property or any part thereof shall pay such rents and revenues to the Lender or the Lender's agents upon the Lender's written demand therefore without any liability on the part of said tenant to inquire.

23.2. The Borrower hereby covenants that the Borrower has not executed any prior assignment of said leases, rents and other agreements, that the Borrower has not performed and will not perform any acts or has not executed and will not execute any instruments which would prevent the Lender from exercising its rights under this Section and that at the time of execution of this Mortgage, there has been no anticipation or prepayment of any of the rents and/or revenues of the Real Property for more than two (2) months prior to the due dates of such rents and/or revenues. The Borrower further covenants that the Borrower will not hereafter collect or accept payment of any rents or revenues of the Real Property more than one month prior to the due date of such rents or revenues.

23.3. Upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, the Lender may at the Lender's option, regardless of the Lender's delay in exercising such option, or the Lender's failure to exercise such option on the occasion of any prior default or the adequacy of the Lender's security, in person, by agent or by a court-appointed receiver enter upon, take and maintain full control of the Real Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including but not limited to the execution, cancellation or modification of leases, the making of repairs to the Real Property and the execution or termination of contracts providing for the management or maintenance of the Real Property, all upon such terms as are deemed best to protect the security of this Mortgage. The Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Real Property. All rents and revenues collected pursuant to this Section shall be applied first to the costs of taking control, management of the Real Property and collecting the rents and revenues including but not limited to the attorneys' fees, premiums on receiver's bonds, costs of repairs to the Real Property, premiums on insurance policies, taxes, assessments and other charges on the Real Property, the costs of discharging any obligation or liability of the Borrower as Lessor or Landlord of the Real Property or any part thereof and then to the sum secured by this Mortgage. The Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Real Property and shall be liable to account only for those rents and revenues actually received.

23.4. The Lender shall not be liable to the Borrower, anyone claiming under or through the Borrower or anyone having an interest in the Real Property by reason of anything done or left undone by the Lender under this Section. If the rents and/or revenues of the Real Property are not sufficient to meet the costs of taking control, managing the Real Property and collecting the rents and revenues, any funds expended by the Lender for such purposes shall become the indebtedness of the Borrower to the Lender secured by this Mortgage. Unless the Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law in which event, such amounts shall bear interest at the highest rate which may be collected from the Borrower under applicable law.

24. FUTURE LOANS AND ADVANCES

24.1. This Mortgage and all remedies provided for herein, all agreements, conditions, covenants and promises herein contained shall stand and remain as security for the payment of any notes or other obligations secured or to be secured hereby which shall evidence the same indebtedness or any part thereof or which shall evidence further, additional or other present or future loans or liabilities, direct or contingent, primary or secondary, individual, joint or firm of any nature whatsoever owing by the Borrower to Lender whether or not of the nature contemplated at the time hereof or related thereto while and so long as this Mortgage shall remain uncancelled of record in any amounts up to an aggregate indebtedness secured or to be secured hereby not exceeding the largest sum recited on Page One hereof whether the parties to such renewal substituted or additional notes or other obligations shall be the same as the parties to the note or other obligation herein recited or not, and that all promises, covenants, conditions, agreements or provisions herein contained with reference to the Note or other obligations secured or to be secured hereby shall apply equally to and shall be construed to refer in a like manner to such renewal, substituted or additional notes or other obligation as aforesaid.

25. RELEASE

25.1. Upon payment of all sums secured by this Mortgage, the Lender shall deliver a cancellation or discharge of this Mortgage without charge to the Borrower. The Borrower shall be responsible for the recordation thereof.

26. NO CLAIM OF CREDIT FOR TAXES

26.1. The Borrower will not make or claim credit on or deduction from the Principal or Interest on the sums secured by this Mortgage by reason of any municipal or governmental taxes, assessments or charges assessed upon the Real Property nor claim any deduction from the taxtable value of the Real Property by reason of this Mortgage.

27. USE OF PREMISES

27.1. Unless required by applicable law or unless the Lender has otherwise agreed in writing, the Borrower shall not allow changes in the nature of the use for which the Real Property was intended at the time this Mortgage was executed. The Borrower shall not initiate or acquiesce in a change in the zoning classification of the Real Property without the Lender's written consent.

28. FINANCIAL STATEMENTS/RECORDS

28.1. The Borrower shall keep and maintain at all times at the Borrower's address stated herein or such other place as the Lender may approve in writing complete and accurate books of account and records adequate to reflect correctly the results of the operations of the Real Property and copies of all written contracts, leases and other instruments which affect the Real Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by the Lender.

28.2. The Borrower will supply the Lender with the following documents and information:

28.2.1. The annual Financial Statements of the Borrower including a Balance Sheet and Statement of Income and Expenses prepared in accordance with generally accepted account principles and standards consistently followed throughout the periods involved (in form satisfactory to the Lender) prepared by an independent Certified Public Accountant acceptable to the Lender, certified by the [OPTION] (partner, general partner, officers, members, corporate officers) of the Borrower and supplied to the Lender on a yearly basis;

28.2.2. The federal and state income tax returns of the Borrower with all schedules and appendices as filed, signed by the [OPTION] (partner, general partner, officers, members, corporate officers) of the Borrower and supplied to the Lender on a yearly basis;

28.2.3. On or before May 1st of each year, the annual personal Financial Statements of
DENNIS INGROS

(the "Guarantors"), in such form as the Lender shall require, dated, signed and certified by each of the Guarantors;

28.2.4. On or before May 1st of each year, the federal and state income tax returns of each Guarantor with all schedules and appendices as filed, signed and certified by each of the aforesaid Guarantors;

28.2.5. Such other and further financial documents, records and information respecting the Borrower and Guarantors as the Lender may require from time to time.

28.3. In the event all or a portion of the Real Property is leased and if the Lender shall require, the Borrower shall furnish at such intervals as the Lender requires a Rent Schedule for the Real Property ceritified by the Borrower showing the name of each tenant and for each tenant, the space occupied, lease expiration date, rent payable and rent paid.

28.4. The Borrower will inform the Lender of any litigation and/or substantial claim involving it, the adverse determination of which might prejudice the payment of the loan upon which the Note is based.

29. CERTIFICATION OF NO OFFSET

29.1. Within ten (10) days after written request by the Lender, the Borrower shall at the Borrower's expense execute a notarized statement of the amount owing under the Note and this Mortgage. The Borrower shall add to the statement anything which may reduce the amount owing or any offsets or defenses against any indebtedness or obligations secured by this Mortgage of which the Borrower is aware or should be aware.

30. NO SUPERIOR LIENS

30.1. In this Mortgage, a lien is a claim of another against property for the payment of a debt or the performance of an obligation. This Mortgage is a lien of the Lender against the Real Property for the payment of the Note. A superior lien would be entitled to be paid before this Mortgage upon a judicial sale of the Real Property. The Borrower shall not allow a superior lien against the Real Property.

31. DEFAULT OF OTHER OBLIGATIONS OR MORTGAGES

31.1. In the event the Borrower shall default under any other obligation, note or mortgage made by the Borrower whether or not held by the Lender constituting a lien upon the Real Property prior or superior to the lien of this Mortgage or should any action be commenced to foreclose any such other mortgage upon the Real Property, such default shall constitute a default hereunder.

32. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT

32.1. This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. Borrower by executing and delivering this Mortgage have granted and hereby grant to Lender, as security for the payment of all sums served by this Mortgage, including without limitation Future Loans and Advances, a security interest in all of those items listed in Schedule B attached hereto and made part hereof (the "Collateral") to the full extent that the Collateral may be subject to the Uniform Commercial Code.

32.2. The Borrower agrees to execute and deliver Financing Statements covering said personal property from time to time and in such form as the Lender may require to perfect a security interest with respect to said personal property. The Borrower shall pay all costs of filing such Statements, renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for Financing Statements the Lender may reasonably require.

32.3. Without the prior written consent of the Lender, the Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said Collateral including replacements and additions thereto.

32.4. Upon the Borrower's breach of any covenant or agreement of the Borrower contained in this Mortgage including the covenants to pay when due all sums secured by this Mortgage, the Lender shall have all of the remedies of a secured party under the Uniform Commercial Code and at the Lender's option may also invoke the remedies provided in this Mortgage as to such Collateral, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender, Borrower shall at its expense assemble the Collateral and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the UCC Collateral sent to Borrower in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by Lender to the payment of all sums secured by this Mortgage, including without limitation Future Loans and Advances in such priority and proportions as Lender in its discretion shall deem proper.

33. COMPLIANCE WITH OTHER AGREEMENTS

33.1. The Borrower agrees to comply with the covenants and conditions of the [OPTIONS]

- Business Loan Agreement;
- Environmental Responsibility Agreement;
- Assignment of Permits and Approvals;
- Assignment of Leases, Rents and Other Agreements;
- Security Agreements
- Guaranties;
- UCC Form 1 Financing Statements

and all other documents dated even date hereof executed and delivered by the Borrower to the Lender in connection with the indebtedness evidenced by the Note, (collectively the "Loan Documents") all of which are hereby incorporated by reference in and made a part of this Mortgage.

34. ADVANCES MADE BY LENDER

34.1. All advances made by the Lender pursuant to the terms of the Agreements more particularly described in Paragraph 33.1. above, and all other documents executed and delivered by the Borrower to the Lender in connection with the indebtedness evidenced by the Note, each dated even date herewith, shall be indebtedness of the Borrower secured by this Mortgage.

35. EFFECT OF DEFAULT BY BORROWER OF OTHER AGREEMENTS

35.1. In case of breach by the Borrower of the covenants and conditions of any Loan Documents, the Lender, at the Lender's option with or without entry upon the Real Property, may invoke any of the rights or remedies provided in the aforesaid agreements, accelerate the sums secured by this Mortgage and invoke those remedies provided herein or do all of the foregoing.

35.2. Prior to the completion of the improvements, sums disbursed by the Lender to protect the security of this Mortgage and such sums disbursed by the Lender in excess of the Principal amount of the Note shall be additional indebtedness of the Borrower secured by this Mortgage. All such sums shall bear Interest from the date of disbursement at the rate stated in the Note plus five percent (5%) unless collection from the Borrower of Interest at such rate would be contrary to applicable law in which event, such amounts shall bear Interest at the highest rate which may be collected from the Borrower under applicable law and shall be payable upon notice from the Lender to the Borrower requesting payment therefore.

36. DEFAULT/ACCELERATION/REMEDIES

36.1. Upon default in the performance of any covenant, condition or agreement of this Mortgage or the Note secured hereby, or any of the other Loan Documents all dated even date herewith or upon the Borrower's default in payment of principal or interest due under the Note for more than ten (10) days after the same shall fall due or upon the enactment of any law imposing upon the Lender payment of the whole or any portion of the real estate taxes referred to in Paragraph 5.1. above, or upon the rendering by a court of competent jurisdiction of a decision that the agreement of the Borrower to pay such taxes is invalid or not enforceable or upon any change in the ownership of all or any part of the Real Property or the assignment or transfer of any interest or equity in any part of the Real Property, except as permitted in accord with the terms of Paragraph 23.1. above or upon the Borrower permitting the assumption of the indebtedness which is the basis for this Mortgage by another or if the Borrower or any guarantor of the Note shall become insolvent, make a general assignment for the benefit of creditors or if any proceeding of any nature under the Federal Bankruptcy Act as amended or under any state insolvency statute be commenced by or against the Borrower or any guarantor or either of them or a receiver be appointed of, or a Writ or Order of attachment or a garnishment be issued or made against any of the property, assets or income of either of them or upon the dissolution of the Borrower or death of any guarantor or in the event the Borrower incur any other indebtedness for Borrowed money, lends money or mortgages, assigns hypothecates or encumbers any of its assets except to the Lender or if the Borrower sells, transfers or assigns its assets other than in the ordinary course of business, [OPTION] or in the event of a sale, transfer or assignment of the issued common capital stock of the Borrower, the whole Principal debt or any unpaid balance thereof together with Interest thereon and all sums secured hereby shall at the option of the Lender become due and payable immediately without notice and be recoverable then or at any time thereafter by foreclosure or other proceeding.

37. LENDER'S COUNSEL FEES AND COSTS

37.1. The Borrower agrees to pay all reasonable expenses incurred by the Lender in enforcing the terms of this Mortgage or availing itself of all rights and remedies provided hereunder to include but not be limited to the Lender's reasonable counsel fees and costs.

38. WAIVER OF JURY TRIAL

38.1. BORROWER AND LENDER, UPON ADVICE FROM THEIR RESPECTIVE COUNSEL, HEREBY INTENTIONALLY, KNOWINGLY, VOLUNTARILY, EXPRESSLY AND MUTUALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS MORTGAGE OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS MORTGAGE OR THE LOAN TRANSACTION RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS MORTGAGE MAY FILE THIS ORIGINAL MORTGAGE OR A COPY THEREOF WITH ANY COURT AS WRITTEN EVIDENCE TO THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO A TRIAL BY JURY.

39. COMMITMENT LETTER

39.1. The terms and conditions of the Commitment Letter from the Lender to the Borrower dated

August 29, 2001 are hereby incorporated by reference. The failure to comply with any of the terms and conditions contained in said Commitment Letter shall constitute a default hereunder, and the entire unpaid Principal indebtedness and all additions hereto and the interest thereon at the option of the Lender shall become immediately due and payable thereafter.

40. MODIFICATION NOT TO AFFECT PRIORITY OF LIEN

(See Paragraph 14)

RECEIPT OF A TRUE COPY OF THIS INSTRUMENT PROVIDED WITHOUT CHARGE IS HEREBY
ACKNOWLEDGED

IN WITNESS WHEREOF, this Mortgage has been duly signed, sealed and acknowledged and delivered by
Borrower the date and year first above written.

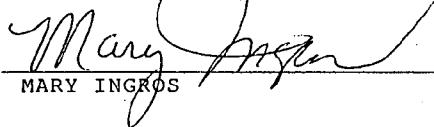
WITNESS:

BORROWER:

DQI INC

  [SEAL]
DENNIS INGROS

as to all

 [SEAL]
DENNIS INGROS
 [SEAL]
MARY INGROS

[SEAL]

[SEAL]

[SEAL]

STATE OF PA

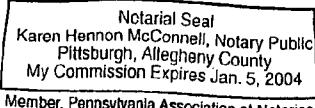
Allegheny County ss:

On this 29th day of August 2001, before me, the subscriber, personally appeared Dennis Ingros and Mary Ingros who, I am satisfied,

are

the person(s) named in and who executed the within instrument, and thereupon acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

Karen Hennon McConnell
Notary Public



Member, Pennsylvania Association of Notaries

Borrower: DOI INC and DENNIS INGROS

Property: 1120 S BRADY STREET, DUBOIS, PA 15801

Balloon Payment Rider to Note and Security Instrument

THIS BALLOON PAYMENT RIDER ("Rider") is made this August 29, 2001, and amends a Note in the amount of \$ 270,000.00 (the "Note") made by the person(s) who sign below ("Borrower") to Equity One, Inc., dba Popular Financial Services

("Lender") and the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") dated the same date and given by Borrower to secure repayment of the Note.

In addition to the agreements and provisions made in the Note and the Security Instrument, both Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON 09/01/11, ("THE MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE, THIS IS CALLED A "BALLOON PAYMENT". THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the "balloon payment" which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time).

Karen Hennan McCanell
Witness

Karen Hennan McCanell
Witness

Karen Hennan McCanell
Witness

Dennis Ingros, Jr., DOI Inc. (Seal)
DOI INC
DENNIS INGROS
-Borrower

Dennis Ingros (Seal)
DENNIS INGROS
-Borrower

Mary Ingros (Seal)
MARY INGROS
-Borrower

Witness

(Seal)
-Borrower

Witness

(Seal)
-Borrower

Witness

(Seal)
-Borrower

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 29th day of August, 2001
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or
Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to
secure Borrower's Note to
Equity One, Inc.. dba Popular Financial Services
(the
"Lender") of the same date and covering the Property described in the Security Instrument and located at:

1120 S BRADY STREET, DUBOIS, PA 15801
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security
Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to
the Property described in the Security Instrument, the following items now or hereafter attached to the
Property to the extent they are fixtures are added to the Property description, and shall also constitute the
Property covered by the Security Instrument: building materials, appliances and goods of every nature
whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the
Property, including, but not limited to, those for the purposes of supplying or distributing heating,
cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and
access control apparatus, plumbing, bath tubs; water heaters, water closets, sinks, ranges, stoves,
refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens,
blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings,
all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the
Property covered by the Security Instrument. All of the foregoing together with the Property described in
the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to
in this 1-4 Family Rider and the Security Instrument as the "Property."

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Initials:  
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MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument
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B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

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Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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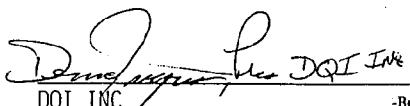
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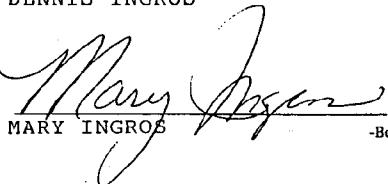
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this
1-4 Family Rider.


DQI INC (Seal)
DENNIS INGROS -Borrower


DENNIS INGROS (Seal)
-Borrower


MARY INGROS (Seal)
-Borrower

_____ (Seal)
-Borrower

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FORM 3170 3/99

GUARANTY OF PAYMENT AND COMPLETION

of DENNIS INGROS

THIS GUARANTY OF PAYMENT AND COMPLETION (the "Guaranty") is made this 29th day of August 2001, by DENNIS INGROS having an address of 1120 SOUTH BRADY STREET, DUBOIS, PA 15801

hereinafter referred to as (the "Guarantor") to and for the benefit of Equity One, Inc., dba Popular, Financial its successors and assigns, located at 400 Lippincott Drive, Marlton, NJ 08053 , hereinafter referred to as (the "Lender").

1. RECITALS

1.1. Loan.

1.1.1. Lender is about to make a mortgage loan to DQI INC (the "Borrower") in the principal sum of Two Hundred Seventy Thousand Dollars (270,000.00) (the "Loan") to be evidenced by Borrower's Mortgage Note (the "Note") of even date herewith, secured by a Mortgage and Security Agreement (the "Mortgage") of even date herewith encumbering certain land and premises located in the County of Clearfield and State of Pennsylvania, known as 1120 S BRADY STREET, also known as 128-0-84-651-15 of the Official Tax Map (the "Real Property").

1.2. Inducement for Guaranty.

1.2.1. Lender is unwilling to make the Loan unless Guarantor guarantees payment of the Note and performance by Borrower of each and every term, covenant, condition and agreement contained therein and in the Mortgage dated even date herewith and under any and all other agreements executed by the Borrower to or for the benefit of the Lender in connection with the Loan on the part of the Borrower to be kept, observed or performed. The Note, Mortgage and such other agreements are hereinafter collectively referred to as the "Loan Documents". Guarantor desires to give such guaranty in order to induce Lender to make the Loan.

2. GUARANTY

2.1. Guaranty.

2.1.1. Guarantor unconditionally guarantees the due and punctual payment of the principal of the Note, the interest thereon and any other monies due or which may become due under the Loan Documents, and the due and punctual performance and observance by Borrower of any other terms, covenants and conditions of the Loan Documents on the part of the Borrower to be kept, observed or performed, including, without limitation, the acquisition, development and construction of one (1) single family home (the "Project") in accordance with the Plans and Specifications, whether according to the present terms thereof, at any earlier or accelerated date or dates as provided therein, or pursuant to any extension of time or to any change or changes in the terms, covenants and conditions thereof now or at any time hereafter made or granted. All debts, liabilities and obligations hereinabove described and covered by this Guaranty are hereinafter collectively referred to as the "Obligations".

2.2. Enforcement of Guaranty.

2.2.1. The Lender may, in its sole discretion, exercise any right or remedy which the Lender has under this Guaranty or by law (such rights and remedies being cumulative and not alternative or exclusive) without pursuing or exhausting any right or remedy the Lender has against the Borrower or any other person or entity, or which the Lender has with respect to any collateral for any or all of the Obligations of the Borrower or any other guaranty of any or all of the Obligations. The Lender need not join the Borrower or any other person as a party in any action brought to enforce the provisions hereof, and the Lender may exercise any right or remedy which it has under this Guaranty without regard to any actions or omissions of the Borrower or any other person. In the event of a default under the Loan Documents, after expiration of any applicable grace period therein provided, the Lender shall be entitled to immediately enforce the obligations of Guarantor hereunder.

2.3. Guaranty Absolute.

2.3.1. The obligations of the Guarantor hereunder shall be absolute, primary and unconditional and shall continue in full force and effect irrespective of the validity, legality or enforceability of any of the Loan Documents pursuant to which any of the Obligations arise, or the existence, value or condition of any collateral for any of the Obligations, or of any other guaranty of the Obligations or any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or guarantor. The Guaranty and the obligations of the Guarantor hereunder shall be irrevocable and shall not be discharged until the Obligations are fully paid and satisfied, and any obligations of the Lender to make loans, advances or extensions of credit of the Borrower are terminated.

2.4. Guaranty Not Affected.

2.4.1. Without limiting the generality of Section 2, the Guarantor hereby consents and agrees that, at any time, and from time to time, without notice to the Guarantor:

2.4.1.1. the time, manner, place and/or terms of payment of any of the Obligations may be extended or modified; 2.4.1.2. any collateral, or any other guaranty, for any of the Obligations may be exchanged, released, surrendered, or otherwise disposed of;

2.4.1.3. any action may be taken under or in respect of any agreement, notes or documents pursuant to which any of the Obligations arise, in the exercise of any remedy, power or privilege therein contained or otherwise with respect thereto, or such remedy, power or privilege may be waived, omitted, or not enforced;

2.4.1.4. the time for the Borrower's performance of or compliance with any term, covenant or agreement on its part to be performed or observed under any agreements, notes or documents pursuant to which any of the Obligations arise may be extended, or such performance or compliance waived, or failure in or departure from such performance or compliance consented to;

2.4.1.5. any of the Loan Documents, or any term thereof, may be amended or modified in any respect (including, without limitation, with respect to loan amounts and interest rates);



2.4.1.6. the liability of the Borrower, of any other Guarantor hereunder (if this Guaranty is executed by more than one person), or of any other guarantor to pay any of the Obligations may be released, settled, or compromised; and
2.4.1.7. monies received from the Borrower or others, or from collateral held for the Obligations, may be applied by the Lender against other indebtedness owing by the Borrower to the Lender, as the Lender in its sole discretion determines; all in such a manner and upon such terms as the Lender deems proper, without notice to or further assent from the Guarantor and all without affecting this Guaranty or the obligations of the Guarantor hereunder, which shall continue in full force and effect until the obligations of the Guarantor hereunder shall have been fully paid and performed.

3. WAIVERS

3.1. Notice of Acceptance

3.1.1. Guarantor hereby waives notice of acceptance of this Guaranty, presentment and demand for payment, notice of dishonor, protest and notice of protest or non-compliance with the terms and provisions of the Note, Mortgage, and any other Loan Document. No act or omission of any kind in the premises shall in any way affect or impair this Guaranty.

3.2. Marshalling of Assets.

3.2.1. Guarantor hereby waives any right or claim of right to cause a marshalling of the Borrower's assets or to cause Lender to proceed against any of the security held by the Lender before proceeding against any Guarantor, or to proceed against any Guarantor in any particular order, and Guarantor hereby waives any and all legal requirements that Lender shall institute any action or proceedings at law or in equity against borrower, or anyone else, with respect to the Note, Mortgage, and/or other Loan Document or with respect to any other security held by Lender, as a condition precedent to bringing an action against any Guarantor upon this Guaranty.

3.3. Subordination and Subrogation

3.3.1. In the event that Guarantor shall advance or become obligated to pay any sums toward the construction or equipment of the Project, or in the event that for any reason Borrower or any subsequent owner of the Premises is now or shall hereafter become indebted to Guarantor, the amount of each sum and of such indebtedness shall at all times be subordinate as to lien, time of payment and in all other respects to the amounts owing to the Lender under the Mortgage or Note, and Guarantor shall not be entitled to enforce or receive payment thereof until all sums owing to the Lender have been paid. Nothing herein contained is intended or shall be construed to give to Guarantor any right of subrogation in or under the Mortgage or Note or any right to participate in any way therein, or in the right, title or interest of Lender in the Property, notwithstanding any payments made by Guarantor under this Guaranty, all rights of subrogation and participation being hereby expressly waived and released.

3.4. No Waiver; Delay

3.4.1. No delay on the part of the Lender in exercising any of its rights; powers or privileges or partial or single exercise thereof under this Guaranty or the Loan Documents shall operate as a waiver of any such privileges, power or rights. No waiver of any of its rights hereunder, and no modification or amendment of this Guaranty, shall be deemed to be made by Lender unless the same shall be in writing, duly signed on behalf of Lender by a duly authorized officer, and each such waiver, if any, shall apply only with respect to the specific instance involved involved, and shall in no way impair the rights of Lender or the obligations of Guarantor to the Lender in any other respect at any other time.

4. COVENANTS

The Guarantor covenants and agrees as follows:

4.1. The Guarantor shall furnish to the Lender on or before May 1st _____ of each year, a personal financial statement on the Lender's standard form.

4.2. The Guarantor shall, upon reasonable request of the Lender and as soon as reasonably possible, furnish, or cause to be furnished, to the Lender other financial and business information pertaining to the Guarantor.

4.3. The Guarantor shall, upon application by the Lender, give any representative of the Lender access during normal business hours to and permit such representative to examine, copy or make excerpts from, any and all books, records and documents in the possession of the Guarantor relating to the business affairs of the Guarantor, and to inspect any of the properties of the Guarantor.

4.4. The Guarantor shall pay and discharge, as they become due, all taxes, assessments, debts, claims and other governmental or non-governmental charges lawfully imposed upon or incurred by him or his properties and assets, except taxes, assessments, debts, claims and charges contested in good faith in appropriate proceedings.

4.5. The Guarantor shall promptly notify the Lender of any litigation, actions, proceedings, claims or investigations pending or threatened against him which may materially and adversely affect the financial condition of the Guarantor.

4.6. The Guarantor shall promptly notify the Lender of any material and adverse change in the financial condition of the Guarantor.

4.7. The Guarantor shall keep his properties in good repair, working order and condition and from time to time make all needful and proper repairs, renewals, replacements, additions and improvements thereto.

4.8. The Guarantor shall observe, perform and comply with all of the covenants, terms and conditions of this Guaranty until (i) the Obligations are fully paid and satisfied, and (ii) any obligation of the Lender to make loans, advances, or extensions of credit to the Borrower has terminated.

5. MISCELLANEOUS

- 5.1. Indemnification.**
 - 5.1.1.** Guarantor hereby agrees to indemnify Lender against loss, cost or expense by reason of the assertion by Borrower or Guarantor of any defense to the Borrower's obligations under the Note, Mortgage, or other Loan Document, or hereunder, or the assertion by Guarantor of any defense to the Guarantor's obligations hereunder based upon any action or inaction of the Borrower.
- 5.2. Expenses of Enforcement.**
 - 5.2.1.** In the event this Guaranty is placed in the hands of an attorney for enforcement, Guarantor will reimburse Lender for all expenses incurred in connection therewith, including reasonable attorney's fees.
- 5.3. Reinstatement.**
 - 5.3.1.** This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of any of the Obligations, or any part thereof, is rescinded or must otherwise be returned by the Lender upon the insolvency or bankruptcy of the Borrower, or otherwise, all as though such payment has not been made.
- 5.4. Notices.**
 - 5.4.1.** All notices, requests and other communications pursuant to this Guaranty shall be in writing, either by letter (delivered by hand or sent certified mail return receipt requested) addressed to the Lender at its place of business first indicated above or to the Guarantor at his address first indicated above, or at such other address as either may give by notice to the other as herein provided. Any notice, request or communication hereunder shall be deemed to have been given three days after deposit in the mails, postage prepaid, or in the case of hand delivery, when delivered. However notice of a change of address as provided in this section shall be deemed to have been given only when actually received by the party to which it is addressed.
- 5.5. Counterparts.**
 - 5.5.1.** This Guaranty may be executed in multiple counterparts, and each counterpart hereof executed by any party shall be deemed an original and shall as to such party constitute one and the same instrument with all other counterparts hereof executed by such party, regardless of whether the same or any other counterpart thereof is executed by any other Guarantor or person intended to be or become a "Guarantor" hereunder.
- 5.6. Severability.**
 - 5.6.1.** If any provision of this Guaranty shall contravene or be held invalid under the laws of any jurisdiction, this Guaranty shall be construed as if did not contain such provision, and the rights, remedies, warranties, representations, covenants and provisions hereof shall be construed and enforced accordingly in such jurisdiction and shall not in any manner affect such provision in any jurisdiction, or any other provisions of this Guaranty.
- 5.7. Governing Law.**
 - 5.7.1.** The Guarantor and the Lender elect that the laws of Pennsylvania shall govern the construction of this Guaranty and the rights, remedies, warranties, representations, covenants, and provisions hereof without regard to the principles of conflict of laws.
- 5.8. Interpretations.**
 - 5.8.1.** If this Guaranty is signed by more than one person, each Guarantor shall be jointly and severally liable hereunder and this Guaranty shall with respect to each Guarantor be interpreted as if each Guarantor had delivered his or her sole and separate guaranty containing the identical provisions contained in this Guaranty. Words importing the singular number mean and include the plural number, and words of the masculine gender mean and include words of the feminine and/or neuter gender, and vice versa.
- 5.9. Headings.**
 - 5.9.1.** Section headings in this Guaranty are included for your convenience of reference only and shall not constitute a part hereof for any other purpose.
- 5.10. Transfer of Benefit.**
 - 5.10.1.** This Guaranty shall be binding upon the Guarantor, his successors, representatives and assigns, and shall inure to the benefit of and be enforceable by, the Lender, its successors and assigns.
- 5.11. Counsel Fees.**
 - 5.11.1** The undersigned agrees to pay and be responsible for the Lender's reasonable counsel fees and costs incurred in the enforcement of the within Guaranty.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, intending to be legally bound hereby, the Guarantor has duly executed this Guaranty and affixed his seal all the day and year first above written.

WITNESS:

Karen Hennon Mc Connell
as to both

Dennis Ingros
DENNIS INGROS
Mary Ingros
MARY INGROS

STATE OF Pa

ss.

COUNTY OF Allegheny

:

I CERTIFY that on August 29th 2001

Dennis Ingros and Mary Ingros personally came before me and stated to my satisfaction that this/these person(s) was/were the maker of the attached instrument.

Karen Hennon Mc Connell
Notary

Karen Hennon Mc Connell

Notarial Seal
Karen Hennon Mc Connell, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan. 5, 2004

Member, Pennsylvania Association of Notaries

JANET L. GOLD, ESQUIRE
EISENBERG, GOLD & CETTEI, P.C.
9 Tanner Street - West Entry
Haddonfield, New Jersey 08033
(856) 795-0351
Attorney for Plaintiff
Attorney I.D. #38100
File No. EF-461-G

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

JPMorgan-Chase Bank, Trustee for the
benefit of Equity One ABS, Inc.,
Mortgage Pass Through Certificate
Series 2001-3,

Plaintiff,

vs.

DQI INC., A DELAWARE CORPORATION,

Defendant.

STATE OF NEW JERSEY : COUNTY OF BURLINGTON: ss.

Melissa Schaeffer, of full age, being duly sworn according to law, upon her oath, deposes and says that:

I am the Default Manager of Equity One, Inc., Plaintiff in the foregoing, and I am authorized by said Corporation to make this Affidavit on its behalf, and state that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 19 DAY
OF May, 2003.

Melissa Schaeffer
MELISSA SCHAEFFER
Asset Manager

Kelly A. Fox

KELLY A. FOX
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/15/2007

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FILED
William A. Shaw
Prothonotary