

03-857-CD

BEAL BANK SSB vs. DEBRA JO STRAW, et al.

GOLDBECK McCAFFERTY & McKEEVER

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

BEAL BANK SSB
6000 Legacy Drive
Suite 200E
Plano, TX 75024-3601

Plaintiff

vs.

DEBRA JO STRAW
MICHAEL KENT STRAW
Mortgagor(s) and Real Owner(s)

RR 2 Box 290 B
Curwensville, PA 16833

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 03-857-CD

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

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

NOTICE

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

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

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

AVISO

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEMENTE.

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

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

FILED

JUN 11 2003

William A. Shaw
Prothonotary

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is BEAL BANK SSB, 6000 Legacy Drive, Suite 200E Plano, TX 75024-3601.
2. The name(s) and address(es) of the Defendant(s) is/are DEBRA JO STRAW, RR 2 Box 290 B, Curwensville, PA 16833 and MICHAEL KENT STRAW, RR 2 Box 290 B, Curwensville, PA 16833, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On August 01, 2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200011544. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: BEAL BANK SSB by Assignment of Mortgage dated November 08, 2002 as Instrument #200218239; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due June 01, 2002, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$60,723.44
Interest from 05/01/2002	\$7,308.70
through 05/31/2003 at 11.0000%	
Per Diem interest rate at \$18.55	
Attorney's Fee at 5.0% of Principal Balance	\$3,036.17
Late Charges from 06/01/2002 to 05/31/2003	\$643.68
Monthly late charge amount at \$0.00	
Costs of suit and Title Search	<hr/> \$900.00
Pre-payment penalty	\$72,611.99
Monthly Escrow amount \$0.00	+\$3,036.17
	<hr/> \$75,648.16

7. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale reasonable Attorney's Fees will be charged based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$75,648.16, together with interest at the rate of \$18.55, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 5.27.03



Jas Braich
Beal Bank

#4431536912 - DEBRA JO STRAW and MICHAEL KENT STRAW

In The Court of Common Pleas of Clearfield County, Pennsylvania

BEAL BANK SSB

VS.

STRAW, DEBRA JO & MICHAEL KENT

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14181

03-857-CD

SHERIFF RETURNS

NOW JULY 28, 2003 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL KENT STRAW, DEFENDANT AT EMPLOYMENT, 1102 INDUSTRIAL PARK ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL KENT STRAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

NOW JULY 28, 2003 AT 1:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBRA JO STRAW, DEFENDANT AT EMPLOYMENT, MARION MANOR II, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBRA JO STRAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
26.32	SHERIFF HAWKINS PAID BY: ATTY CK# 179471
20.00	SURCHARGE PAID BY: ATTY CK# 179472

Sworn to Before Me This

30th Day Of July 2003

William A. Shaw

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

So Answers,

Chester A. Hawkins
by Marley Hamer

Chester A. Hawkins
Sheriff

FILED

013:00 BH
JUL 30 2003

KA
William A. Shaw
Prothonotary/Clerk of Courts

ALTA COMMITMENT - 1966
FIRST AMERICAN Title Insurance Company

SCHEDULE C

File Number: P-1587PL

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract of land situate in Greenwood Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a pine stump on line of land formerly of the Nelson Young Estate, now or formerly Robert Young Estate;

THENCE South 51 degrees West along the lands now or formerly of Young Estate, 41.2 perches to a poist;

THENCE along lands formerly of Sarah H. Ross, now or formerly of Raymond Redden, South 37 degrees 30 minutes East, 102 perches to a post;

THENCE still by same, North 51 degrees East, 41.2 perches to post on line of lands now or formerly of Watts Estate;

THENCE by lands now or formerly of Watts Estate and land formerly of C.P. Barrett, now or formerly of Perry Barrett, North 37 degrees 30 minutes West, 102 perches to place of BEGINNING.

CONTAINING 25 acres and allowance.

PARCEL NUMBER 117-F13-0-9

BEING the same premises which Michael Kent Straw, by Indenture dated January 22, 1998 and recorded January 30, 1998 in the Office of the Recorder of Deeds in and for the County of Clearfield in Record Book 1904 page 180, granted and conveyed unto Michael Kent Straw and Debra Jo Straw.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

EXHIBIT A 91 NOTICE

DATE OF NOTICE: March 17, 2003

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

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

Certified Article Number

7160 3901 9844 3519 2107

SENDERS RECORD

Certified Article Number

7160 3901 9844 3519 2091

SENDERS RECORD

Date: **March 17, 2003**

Homeowners Name: **DEBRA JO STRAW and MICHAEL KENT STRAW**

Property Address: **RR 2 Box 290 B, Curwensville, PA 16833**

Loan Account No.: **4431536912**

Original Lender: **ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK FSB**

Current Lender/Servicer: **BEAL BANK**

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

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

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: **RR 2 Box 290 B, Curwensville, PA 16833** IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payment from 06/01/2002 thru 3/17/2003
Payment due \$6,411.02
(b) Late charges due \$585.40
(c) Escrow Advances \$677.52
(d) BPO/Title/Asset \$110.00
(e) TOTAL AMOUNT REQUIRED AS OF THIS DATE \$7,783.94

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 7,783.94**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. **Payments** must be made either by cashier's check, certified check or money order made payable and sent to:

BEAL BANK
6000 Legacy Drive
Suite 200E
Plano, TX 75024-3601

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements

under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: BEAL BANK

Address: 6000 Legacy Drive
Suite 200E
Plano, TX 75024-3601

Phone Number: 469-467-5848

Fax Number: 469-241-9549

Contact Person: Brian Gensler

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT

HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Brian Gensler
Phone Number: 469-467-5848

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

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

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

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

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

11 July 03 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

FILED

18 m112:53 B1
JUN 11 2003

1 CC Atty
2 CC Shff
Atty pd. \$5.00

William A. Shaw
Prothonotary

GOLDBECK McCAFFERTY & McKEEVER

BY: LISA A. LEE, ESQUIRE

Attorney I.D. #78020

Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322

ATTORNEY FOR PLAINTIFF

BEAL BANK SSB

Plaintiff

vs.

DEBRA JO STRAW and
MICHAEL KENT STRAW
Mortgagors and Record Owners
RR 2 Box 290 B
Curwensville, PA 16833

Defendants

In the Court of Common Pleas of
Clearfield County

Civil Action - Law

Action of Mortgage Foreclosure

Term CD
No. 03-857-ES

SUGGESTION OF BANKRUPTCY

TO THE CLERK OF THE COURT:

Please take note that Defendant DEBRA JO STRAW and MICHAEL KENT STRAW filed a Chapter 13 Bankruptcy on August 15, 2003 in the United States Bankruptcy Court for the Eastern District of Pennsylvania at Case Number 03-30302. Accordingly, the above captioned matter should be deferred until the conclusion of the bankruptcy proceedings.

GOLDBECK McCAFFERTY & McKEEVER

BY: Lisa A. Lee, Esquire
Attorney for Plaintiff

FILED
MAY 28 2004
JUN 27 2007
S

William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY &
McKEEVER

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

BEAL BANK SSB
6000 Legacy Drive
Suite 200E
Plano, TX 75024-3601

Plaintiff

vs.

DEBRA JO STRAW
MICHAEL KENT STRAW
RR 2 Box 290 B
Curwensville, PA 16833

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term *CD*
No. 03-857-*ES*

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



By Joseph A. Goldbeck, Jr., Esq.
Attorney for Plaintiff

FILED

JUL 11 2003

William A. Shaw
Prothonotary

FILED

No cc

11:41 BY 4 Complaints

JUL 11 2003

Reinstated to Staff

William A. Shaw Atty pd. 7-00
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

BEAL BANK SSB

VS.

STRAW, DEBRA JO & MICHAEL KENT

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14181

03-857-CD

SHERIFF RETURNS

NOW JUNE 30, 2003 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL KENT STRAW, DEFENDANT AT RESIDENCE, RR#2 BOX 290B, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL STRAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

NOW JUNE 30, 2003 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBRA JO STRAW, DEFENDANT AT RESIDENCE, RR#2 BOX 290B, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL STRAW, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
28.69	SHERIFF HAWKINS PAID BY: ATTY CK# 178307
20.00	SURCHARGE PAID BY: ATTY CK# 178308

Sworn to Before Me This

30th Day Of July 2003

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

G.A.S.

So Answers,

Chester A. Hawkins
by Maelyn Harr
Chester A. Hawkins
Sheriff

FILED
03:00 PM
JUL 30 2003

William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & MCKEEVER

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

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

**ATTORNEY
COPY****COPY**

BEAL BANK SSB
6000 Legacy Drive
Suite 200E
Plano, TX 75024-3601

Plaintiff

vs.

DEBRA JO STRAW
MICHAEL KENT STRAW
Mortgagor(s) and Real Owner(s)

RR 2 Box 290 B
Curwensville, PA 16833

Defendant(s)

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

ACTION OF MORTGAGE FORECLOSURE

Term No. 03-857-CD

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

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

NOTICE

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

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

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA. RECERDE: SI USTED NO RESPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARLO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEMENTE.

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

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814-765-9646

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

7-11-03 Document
Reinstated/Reopened to Sheriff/Attorney
for service.

Deputy Prothonotary

JUN 11 2003

Attest.

William L. Shan
Prothonotary/
Clerk of Courts

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

COMPLAINT IN MORTGAGE FORECLOSURE
ATTORNEY COPY

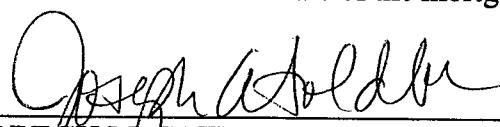
1. Plaintiff is BEAL BANK SSB, 6000 Legacy Drive, Suite 200E Plano, TX 75024-3601.
2. The name(s) and address(es) of the Defendant(s) is/are DEBRA JO STRAW, RR 2 Box 290 B, Curwensville, PA 16833 and MICHAEL KENT STRAW, RR 2 Box 290 B, Curwensville, PA 16833, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On August 01, 2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200011544. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: BEAL BANK SSB by Assignment of Mortgage dated November 08, 2002 as Instrument #200218239; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due June 01, 2002, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$60,723.44
Interest from 05/01/2002	\$7,308.70
through 05/31/2003 at 11.0000%	
Per Diem interest rate at \$18.55	
Attorney's Fee at 5.0% of Principal Balance	\$3,036.17
Late Charges from 06/01/2002 to 05/31/2003	\$643.68
Monthly late charge amount at \$0.00	
Costs of suit and Title Search	\$900.00
	<hr/>
Pre-payment penalty	\$72,611.99
Monthly Escrow amount \$0.00	+\$3,036.17
	<hr/>
	\$75,648.16

7. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale reasonable Attorney's Fees will be charged based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$75,648.16, together with interest at the rate of \$18.55, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: _____


GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 5-27-03



Jas Braich
Beal Bank

#4431536912 - DEBRA JO STRAW and MICHAEL KENT STRAW

ALTA COMMITMENT - 1966
FIRST AMERICAN Title Insurance Company

SCHEDULE C

File Number: P-1587PL

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract of land situate in Greenwood Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a pine stump on line of land formerly of the Nelson Young Estate, now or formerly Robert Young Estate;
THENCE South 51 degrees West along the lands now or formerly of Young Estate, 41.2 perches to a poist;
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THENCE still by same, North 51 degrees East, 41.2 perches to post on line of lands now or formerly of Watts Estate;
THENCE by lands now or formerly of Watts Estate and land formerly of C.P. Barrett, now or formerly of Perry Barrett, North 37 degrees 30 minutes West, 102 perches to place of BEGINNING.

CONTAINING 25 acres and allowance.

PARCEL NUMBER 117-F13-0-9

BEING the same premises which Michael Kent Straw, by Indenture dated January 22, 1998 and recorded January 30, 1998 in the Office of the Recorder of Deeds in and for the County of Clearfield in Record Book 1904 page 180, granted and conveyed unto Michael Kent Straw and Debra Jo Straw.

UNDER AND SUBJECT to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

EXHIBIT A 91 NOTICE

DATE OF NOTICE: March 17, 2003

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traducion inmediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

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

Certified Article Number

7160 3901 9844 3519 2107

SENDERS RECORD

Certified Article Number

7160 3901 9844 3519 2091

SENDERS RECORD

Date: March 17, 2003

Homeowners Name: **DEBRA JO STRAW and MICHAEL KENT STRAW**

Property Address: **RR 2 Box 290 B, Curwensville, PA 16833**

Loan Account No.: **4431536912**

Original Lender: **ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK FSB**

Current Lender/Servicer: **BEAL BANK**

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

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

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: **RR 2 Box 290 B, Curwensville, PA 16833** IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payment from 06/01/2002 thru 3/17/2003
Payment due \$6,411.02
(b) Late charges due \$585.40
(c) Escrow Advances \$677.52
(d) BPO/Title/Asset \$110.00
(e) TOTAL AMOUNT REQUIRED AS OF THIS DATE \$7,783.94

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 7,783.94**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

BEAL BANK
6000 Legacy Drive
Suite 200E
Plano, TX 75024-3601

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements

HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Brian Gensler
Phone Number: 469-467-5848

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

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

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

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

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

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

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

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

**ATTORNEY
COPY**

BEAL BANK SSB
6000 Legacy Drive
Suite 200E
Plano, TX 75024-3601

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term No. 03-857-CD
**CIVIL ACTION: MORTGAGE
FORECLOSURE**

Plaintiff
vs.
DEBRA JO STRAW
MICHAEL KENT STRAW
Mortgagor(s) and Real Owner(s)

RR 2 Box 290 B
Curwensville, PA 16833

Defendant(s)

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

NOTICE

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A V I S O

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Deputy Prothonotary

Willie L. Chan

JUN 11 2003

Attest.

Willie L. Chan
Prothonotary/
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COMPLAINT IN MORTGAGE FORECLOSURE
ATTORNEY COPY

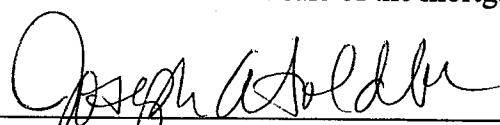
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Jas Braich
Beal Bank

#4431536912 - DEBRA JO STRAW and MICHAEL KENT STRAW

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File Number: P-1587PL

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traduccion inmediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

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

Certified Article Number

7160 3901 9844 3519 2107

SENDERS RECORD

Certified Article Number

7160 3901 9844 3519 2091

SENDERS RECORD

Date: March 17, 2003

Homeowners Name: **DEBRA JO STRAW and MICHAEL KENT STRAW**

Property Address: **RR 2 Box 290 B, Curwensville, PA 16833**

Loan Account No.: **4431536912**

Original Lender: **ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK FSB**

Current Lender/Servicer: **BEAL BANK**

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

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

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: **RR 2 Box 290 B, Curwensville, PA 16833** IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payment from 06/01/2002 thru 3/17/2003
Payment due \$6,411.02
(b) Late charges due \$585.40
(c) Escrow Advances \$677.52
(d) BPO/Title/Asset \$110.00
(e) TOTAL AMOUNT REQUIRED AS OF THIS DATE \$7,783.94

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 7,783.94**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

BEAL BANK
6000 Legacy Drive
Suite 200E
Plano, TX 75024-3601

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements

HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Brian Gensler
Phone Number: 469-467-5848

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

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

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

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

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

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