

03-946- CD
OPTION ONE MORTGAGE VS BERNADETTE E. BARRETT

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833
Defendant(s)

NO. 03-946-4D

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

FILED

JUN 27 2003

William A. Shaw
Prothonotary

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentear una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982**

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**LAW OFFICES OF MARK J. UDREN
/s/ Mark J. Udren, Esquire
1040 N. Kings Highway, Suite 500
Cherry Hill, NJ 08034
(856) 482-6900**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: **N/A**

Assignments of Record to: **N/A**

Recording Date: **N/A**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 503 Curry Run Road
MUNICIPALITY/TOWNSHIP/BOROUGH: Greenwood Township
COUNTY: Clearfield
DATE EXECUTED: 10/31/01
DATE RECORDED: 11/02/01 INSTRU: 200117713

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated

below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 5/21/03:

Principal of debt due	\$32,069.89
Unpaid Interest at 11.1%*	
from 2/01/03	
to 5/21/03	
(the per diem interest accruing on this debt is \$9.75 and that sum should be added each day after 5/21/03)	1,094.76
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance)	577.99
Late Charges (monthly late charge of \$18.57 should be added in accordance with the terms of the note each month after 5/21/03)	55.71
Other Fee	15.86
Attorneys Fees (anticipated and actual to 5% of principal)	<u>1,603.49</u>
TOTAL	\$35,947.70

*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee 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 in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date

appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$35,947.70 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE VILLAGE OF CURRY RUN, GREENWOOD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY AN ALLEY; ON THE EAST BY AN ALLEY; ON THE SOUTH BY A PUBLIC ROAD; AND ON THE WEST BY A PUBLIC ROAD LEADING UP CURRY RUN. CONTAINING ABOUT ONE-HALF ACRE, MORE OR LESS, AND HAVING THEREON ERECTED A TWO STORY FRAME DWELLING ABOUT 24 x 32 FEET, ALSO A FRAME STABLE 16 x 24, AND OTHER NECESSARY OUTBUILDINGS.

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

PA - Udran

May 05, 2003

cert

Bernadette E. Barrett
621 Schofield St
Curwensville, PA 16833-1439

7000-1530-0003-1876-6430
" " -6423

Homeowners Name: Bernadette E. Barrett

Property Address: 503 Curry Run Rd, Mahaffey PA 15757
Loan Account No.: 0005299896

PF: 1 SC F

EXHIBIT A

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

Original Lender: OPTION ONE

Current Lender/Servicer: Option One Mortgage Corporation

HOMEOWNER'S
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:

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

* 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 (33) DAYS. IF YOU DO

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

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.

OP171

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

Re: Loan No. 0005299896

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,
or you may contact HUD directly at 800-569-4287 or visit the HUD

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

website at www.hud.gov/offices/hsg/sfh/hcc/hccprof14.cfm. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default

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

PF: 1 SC F 2 SC B

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0005299896	05/05/03	OP171	016	JG2	Part 1 Pennsylvania NOI	06/17/03

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.

OP171

PF: 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 0P172 026 JG2 Part 2 Pennsylvania NOI

Re: Loan No. 0005299896

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).

PF: 1 SC F

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP172 026 JG2 Part 2 Pennsylvania NOI

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on
your property located at:
503 Curry Run Rd, Mahaffey PA 15757

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 payments: 2 MONTHS @ \$ 309.57
1 MONTHS @ \$ 357.72

\$ 976.86

(b) Previous late charges;

\$ 37.14

(c) Other charges; Escrow, Inspection,
NSF checks

\$ 10.51

(d) Other provisions of the mortgage obligation,

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP172 026 JG2 Part 2 Pennsylvania NOI

if any \$

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE \$ 1024.51

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

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 \$1024.51, PLUS ANY MORTGAGE PAYMENTS
AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.
Payments must be made either by cash, cashier's check, certified

check or money order made payable and send to:

PF: 1 SC F 2 SC B

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0005299896	05/05/03	OP172	026	JG2	Part 2 Pennsylvania NOI	06/17/03

Overnight Mail Address Western Union Quick Collect

3 Ada
Irvine, Ca. 92618

Pay to: Option One Mortgage Corporation
Code City: Option, Ca

You can cure any other default by taking the following action within thirty (30) days of the date of this letter. (Do not use if not

(applicable.)

OP172

PF: 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

Re: Loan No. 0005299896

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

PF: 1 SC F

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

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.

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

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

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

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 (7) SEVEN 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.

OP173

PF: 2 SC B

LOAN NO . DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

Contact Person: Jill Glatt
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.
Friday 8:00 a.m. to 5:00 p.m.

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 or X may not (CHECK ONE) 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:

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

Re: Loan No. 0005299896

HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 7515 Irvine Center Drive
Attn: Ed Turner
Address: Irvine, CA. 92618
Phone Number: 800-326-1500, Ext. 48004
Fax Number: 949-784-6033

PF: 1 SC F

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

* 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 CURED 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

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

ACTION BY THE LENDER.

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

OP174

PF: 2 SC B

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.


Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES

8/8/03 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

FILED
in 11:08 12A 12 95 00
Rec'd Shaws
JUN 27 2003
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

OPTION ONE MORTGAGE CORPORATION

VS.

BARRETT, BERNADETTE E.

Sheriff Docket # 14238

03-946-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 28, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BERNADETTE E. BARRETT, DEFENDANT AT 28 CURRY RUN ROAD, MAHAFFEY, PA. "HOUSE IS EMPTY".

NOW JULY 28, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO BERNADETTE E. BARRETT, DEFENDANT. ATTEMPTED NOT HOME.

Return Costs

Cost	Description
52.12	SHERIFF HAWKINS PAID BY: ATTY CK# 10878
20.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

20th 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 Maelys Harris
Chester A. Hawkins
Sheriff

FILED *frus*
07/29/03
JUL 29 2003

William A. Shaw
Prothonotary/Clerk of Courts

WE HEREBY CERTIFY THE
WITHIN TO BE TRUE AND
CORRECT COPY OF THE ORIGINAL

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833
Defendant(s)

NO. 03-946-4

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LAWYERS REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

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

JUN 27 2003

Attest.

William L. Ober
Prothonotary/
Clerk of Courts

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiene, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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**David S. Meholick
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**LAW OFFICES OF MARK J. UDREN
/s/ Mark J. Udren, Esquire
1040 N. Kings Highway, Suite 500
Cherry Hill, NJ 08034
(856) 482-6900**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: N/A

Assignments of Record to: N/A

Recording Date: N/A

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 503 Curry Run Road

MUNICIPALITY/TOWNSHIP/BOROUGH: Greenwood Township

COUNTY: Clearfield

DATE EXECUTED: 10/31/01

DATE RECORDED: 11/02/01 INSTRU: 200117713

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated

below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 5/21/03:

Principal of debt due	\$32,069.89
Unpaid Interest at 11.1%*	
from 2/01/03	
to 5/21/03	
(the per diem interest accruing on this debt is \$9.75 and that sum should be added each day after 5/21/03)	1,094.76
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/ (Balance)	577.99
Late Charges (monthly late charge of \$18.57 should be added in accordance with the terms of the note each month after 5/21/03)	55.71
Other Fee	15.86
Attorneys Fees (anticipated and actual to 5% of principal)	<u>1,603.49</u>
TOTAL	\$35,947.70

*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee 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 in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date

appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$35,947.70 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE VILLAGE OF CURRY RUN, GREENWOOD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY AN ALLEY; ON THE EAST BY AN ALLEY; ON THE SOUTH BY A PUBLIC ROAD; AND ON THE WEST BY A PUBLIC ROAD LEADING UP CURRY RUN. CONTAINING ABOUT ONE-HALF ACRE, MORE OR LESS, AND HAVING THEREON ERECTED A TWO STORY FRAME DWELLING ABOUT 24 x 32 FEET, ALSO A FRAME STABLE 16 x 24, AND OTHER NECESSARY OUTBUILDINGS.

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

PA - Udran

May 05, 2003

cert

Bernadette E. Barrett
621 Schofield St
Curwensville, PA 16833-1439

7000-1530-0003-1876-6430
" " -6423

Homeowners Name: Bernadette E. Barrett

Property Address: 503 Curry Run Rd, Mahaffey PA 15757
Loan Account No.: 0005299896

PF: 1 SC F

EXHIBIT A

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

Original Lender: OPTION ONE

Current Lender/Servicer: Option One Mortgage Corporation

HOMEOWNER'S
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:

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

* 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 (33) DAYS. IF YOU DO

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

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.

OP171

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

Re: Loan No. 0005299896

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,
or you may contact HUD directly at 800-569-4287 or visit the HUD

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

website at www.hud.gov/offices/hsg/sfh/hcc/hccprof14.cfm. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default

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

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

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.

OP171

PF: 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP172 026 JG2 Part 2 Pennsylvania NOI

Re: Loan No. 0005299896

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).

PF: 1 SC F

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP172 026 JG2 Part 2 Pennsylvania NOI

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on
your property located at:
503 Curry Run Rd, Mahaffey PA 15757

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 payments: 2 MONTHS @ \$ 309.57
1 MONTHS @ \$ 357.72

\$ 976.86

(b) Previous late charges;

\$ 37.14

(c) Other charges; Escrow, Inspection,
NSF checks

\$ 10.51

(d) Other provisions of the mortgage obligation,

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP172 026 JG2 Part 2 Pennsylvania NOI

if any \$

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE _____
_____ \$ 1024.51

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not
applicable):

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 \$1024.51, PLUS ANY MORTGAGE PAYMENTS
AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.
Payments must be made either by cash, cashier's check, certified

check or money order made payable and send to:

PF: 1 SC F 2 SC B

LOAN NO	DATE	LETTER	VER	REQ	DESCRIPTION	DATE
0005299896	05/05/03	OP172	026	JG2	Part 2 Pennsylvania NOI	06/17/03

Overnight Mail Address Western Union Quick Collect

3 Ada
Irvine, Ca. 92618 Pay to: Option One Mortgage Corporation
 Code City: Option, Ca

You can cure any other default by taking the following action within thirty (30) days of the date of this letter. (Do not use if not applicable.)

OP172

PF: 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

Re: Loan No. 0005299896

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

PF: 1 SC F

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

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.

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

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

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

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 (7) SEVEN 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.

OP173

PF: 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

Contact Person: Jill Glatt
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.
Friday 8:00 a.m. to 5:00 p.m.

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 or may not (CHECK ONE) 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:

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

Re: Loan No. 0005299896

HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 7515 Irvine Center Drive
Attn: Ed Turner
Address: Irvine, CA. 92618
Phone Number: 800-326-1500, Ext. 48004
Fax Number: 949-784-6033

PF: 1 SC F

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

* 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 CURED 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

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

ACTION BY THE LENDER.

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

OP174

PF: 2 SC B

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES

WE HEREBY CERTIFY THE
WITHIN TO BE TRUE AND
CORRECT COPY OF THE ORIGINAL.

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833
Defendant(s)

NO. D 3- 946-4

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

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

JUN 27 2003

Attest.

William L. Chen
Prothonotary/
Clerk of Courts

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentear una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641, ext. 5982

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**LAW OFFICES OF MARK J. UDREN
/s/ Mark J. Udren, Esquire
1040 N. Kings Highway, Suite 500
Cherry Hill, NJ 08034
(856) 482-6900**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: **N/A**

Assignments of Record to: **N/A**

Recording Date: **N/A**

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 503 Curry Run Road

MUNICIPALITY/TOWNSHIP/BOROUGH: Greenwood Township

COUNTY: Clearfield

DATE EXECUTED: 10/31/01

DATE RECORDED: 11/02/01 INSTRU: 200117713

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated

below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 5/21/03:

Principal of debt due	\$32,069.89
Unpaid Interest at 11.1%*	
from 2/01/03	
to 5/21/03	
(the per diem interest accruing on this debt is \$9.75 and that sum should be added each day after 5/21/03)	1,094.76
Title Report	250.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/ (Balance)	577.99
Late Charges (monthly late charge of \$18.57 should be added in accordance with the terms of the note each month after 5/21/03)	55.71
Other Fee	15.86
Attorneys Fees (anticipated and actual to 5% of principal)	<u>1,603.49</u>
TOTAL	\$35,947.70

*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee 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 in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date

appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$35,947.70 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE VILLAGE OF CURRY RUN, GREENWOOD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY AN ALLEY; ON THE EAST BY AN ALLEY; ON THE SOUTH BY A PUBLIC ROAD; AND ON THE WEST BY A PUBLIC ROAD LEADING UP CURRY RUN. CONTAINING ABOUT ONE-HALF ACRE, MORE OR LESS, AND HAVING THEREON ERECTED A TWO STORY FRAME DWELLING ABOUT 24 x 32 FEET, ALSO A FRAME STABLE 16 x 24, AND OTHER NECESSARY OUTBUILDINGS.

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

PA - Udran

May 05, 2003

cert

Bernadette E. Barrett

7000-1530-0003-1876-6430

621 Schofield St
Curwensville, PA 16833-1439

"

"-6423

Homeowners Name: Bernadette E. Barrett

Property Address: 503 Curry Run Rd, Mahaffey PA 15757
Loan Account No.: 0005299896

PF: 1 SC F

EXHIBIT A

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

Original Lender: OPTION ONE

Current Lender/Servicer: Option One Mortgage Corporation

HOMEOWNER'S
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:

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

* 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 (33) DAYS. IF YOU DO

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

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.

OP171

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

Re: Loan No. 0005299896

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, or you may contact HUD directly at 800-569-4287 or visit the HUD

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

website at www.hud.gov/offices/hsg/sfh/hcc/hccprof14.cfm. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default

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

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP171 016 JG2 Part 1 Pennsylvania NOI

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.

OP171

PF: 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP172 026 JG2 Part 2 Pennsylvania NOI

Re: Loan No. 0005299896

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).

PF: 1 SC F

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP172 026 JG2 Part 2 Pennsylvania NOI

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on
your property located at:
503 Curry Run Rd, Mahaffey PA 15757

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 payments: 2 MONTHS @ \$ 309.57
1 MONTHS @ \$ 357.72

\$ 976.86

(b) Previous late charges;

\$ 37.14

(c) Other charges; Escrow, Inspection,
NSF checks

\$ 10.51

(d) Other provisions of the mortgage obligation,

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP172 026 JG2 Part 2 Pennsylvania NOI

if any \$

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE \$ 1024.51

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not
applicable):

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 \$1024.51, PLUS ANY MORTGAGE PAYMENTS
AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.
Payments must be made either by cash, cashier's check, certified

check or money order made payable and send to:

PF: 1 SC F 2 SC B

LOAN NO
0005299896

DATE
05/05/03

LETTER
OP172

VER
026

REQ
JG2

DESCRIPTION
Part 2 Pennsylvania NOI

DATE 06/17/03

Overnight Mail Address

Western Union Quick Collect

3 Ada
Irvine, Ca. 92618

Pay to: Option One Mortgage Corporation
Code City: Option, Ca

You can cure any other default by taking the following action within
thirty (30) days of the date of this letter. (Do not use if not
(applicable.)

OP172

PF: 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

Re: Loan No. 0005299896

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

PF: 1 SC F

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

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.

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

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

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP173 012 JG2 Part 3 Pennsylvania NOI

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 (7) SEVEN 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.

OP173

PF: 2 SC B

LOAN NO. DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

Contact Person: Jill Glatt

Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.
Friday 8:00 a.m. to 5:00 p.m.

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 or X may not (CHECK ONE) 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:

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

Re: Loan No. 0005299896

HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 7515 Irvine Center Drive
Attn: Ed Turner
Address: Irvine, CA. 92618
Phone Number: 800-326-1500, Ext. 48004
Fax Number: 949-784-6033

PF: 1 SC F

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

* 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 CURED 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

PF: 1 SC F 2 SC B

LOAN NO DATE LETTER VER REQ DESCRIPTION DATE 06/17/03
0005299896 05/05/03 OP174 029 JG2 Part 4 Pennsylvania NOI

ACTION BY THE LENDER.

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

OP174

PF: 2 SC B

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Bernadette E. Barrett
Defendant(s)

NO. 03-946-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: August 6, 2003

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED
m 111488A pd7.00
1 reinstated Compl
AUG 08 2003 to shf

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

OPTION ONE MORTGAGE CORPORATION

VS.

BARRETT, BERNADETTE E.

Sheriff Docket # 14238

03-946-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW AUGUST 29, 2003 AT 2:13 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BERNADETTE E. BARRETT, DEFENDANT AT RESIDENCE 615 SCHOFIELD ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BERNADETTE E. BARRETT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

Return Costs

Cost	Description
39.96	SHERIFF HAWKINS PAID BY: ATTY CK# 13981
10.00	SURCHARGE PAID BY: ATTY CK# 13981

Sworn to Before Me This

18 Day Of Sept 2003
William A. Shaw

So Answers,


Chester A. Hawkins
Sheriff

FILED

O 3:14 PM

SEP 18 2003

William A. Shaw
Prothonotary

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038

Plaintiff

v.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 03-946-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE SHERIFF:

Issue Writ of Execution in the above matter:

Amount due

\$37,406.48

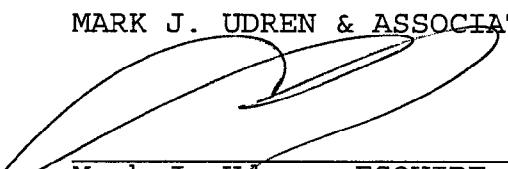
Interest From 10/11/03
to Date of Sale _____
Per diem @\$9.75

(Costs to be added)

\$

132.00 Prothonotary Costs

MARK J. UDREN & ASSOCIATES


Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED

OCT 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Plaintiff

v.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833

NO. 03-946-CD

Defendant(s)

C E R T I F I C A T E

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- An FHA insured mortgage
- Non-owner occupied
- Vacant
- Act 91 procedures have been fulfilled.
- Over 24 months delinquent.

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

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038

Plaintiff

V.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833

Defendant (s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

MORTGAGE FORECLOSURE

NO. 03-946-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Option One Mortgage Corporation, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 503 Curry Run Road, Mahaffey, PA 15757

Bernadette E. Barrett 615 Schofield St., Curwensville, PA 16833

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

Same As No. 1 Above

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

Name _____ Address _____

none

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

Name _____ Address _____

Plaintiff herein. See Caption above.

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 _____

Real Estate Tax Dept. 1 North Second Street, Suite 116,
Clearfield, PA 16830

Domestic Relations Section 1 North Second Street, Suite 116,
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 _____

Tenants/Occupants 503 Curry Run Road, Mahaffey, PA 15757

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

MARK J. UDREN & ASSOCIATES

DATED: October 10, 2003

Mark J. Udren, ESQ.
Attorney for Plaintiff

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038

Plaintiff

v.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 03-946-CD

CCP

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

503 Curry Run Road
Mahaffey, PA 15757
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$37,406.48

Interest From 10/11/03 _____
to Date of Sale _____
Per diem @\$9.75

(Costs to be added) \$ _____ 132.00 Prothonotary costs
By Will. H. May Prothonotary
Clerk

Date October 22, 2003

COURT OF COMMON PLEAS
NO. 03-946-CD

=====

Option One Mortgage Corporation
vs.
Bernadette E. Barrett

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 37,406.48

INTEREST \$
from 10/11/03 to
Date of Sale _____
Per diem @\$9.75

COSTS PAID:

PROTHY \$ 132.00

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY. \$

PREMISES TO BE SOLD:

503 Curry Run Road

Mahaffey, PA 15757

Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES
1040 NORTH KINGS HIGHWAY
SUITE 500
CHERRY HILL, NJ 08034
(856) 482-6900

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE VILLAGE OF CURRY RUN, GREENWOOD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY AN ALLEY; ON THE EAST BY AN ALLEY; ON THE SOUTH BY A PUBLIC ROAD; AND ON THE WEST BY A PUBLIC ROAD LEADING UP CURRY RUN. CONTAINING ABOUT ONE-HALF ACRE, MORE OR LESS, AND HAVING THEREON ERECTED A TWO STORY FRAME DWELLING ABOUT 24 x 32 FEET, ALSO A FRAME STABLE 16 x 24, AND OTHER NECESSARY OUTBUILDINGS.

BEING KNOWN AS 503 CURRY RUN ROAD, MAHAFFEY, PA 15757.

PROPERTY ID NO: 117-E12-000-00068

TITLE TO SAID PREMISES IS VESTED IN BERNADETTE E. BARRETT BY DEED FROM JODY JAMES BARRETT AND BERNADETTE E. BARRETT, HUSBAND AND WIFE DATED 12/16/97, RECORDED 2/17/98, IN DEED BOOK 1908, PAGE 39

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

Plaintiff

v.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833

NO. 03-946-CD

Defendant(s)

FILED

OCT 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$35,947.70
Interest Per Complaint	1,384.50
From 5/22/03 to 10/10/03	
Late charges per Complaint	74.28
From 5/22/03 to 10/10/03	
 TOTAL	 <u>\$37,406.48</u>

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

MARK J. UDREN & ASSOCIATES

Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: October 22, 2003

PRO PROTHY

William A. Shaw
BPA

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage Corporation
Plaintiff
v.

Bernadette E. Barrett
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 03-946-CD

TO: Bernadette E. Barrett
615 Schofield Street
Curwensville, PA 16833

DATE of Notice: September 29, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE

David S. Meholick
Court Administrator
Clearfield, PA 16830
814-765-2641, ext. 5982

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PRUEBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO IMMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE

David S. Meholick
Court Administrator
Clearfield, PA 16830
814-765-2641, ext. 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

/s/

Mark J. Udren, Esquire
1040 North Kings Highway, Suite 500
Cherry Hill, New Jersey 08034

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038

Plaintiff

v.
Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
MORTGAGE FORECLOSURE

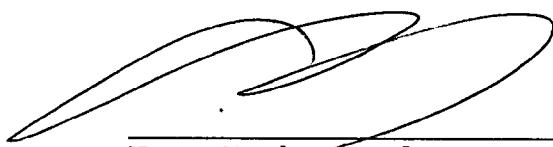
NO. 03-946-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF New Jersey :
: SS
COUNTY OF Camden :

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Bernadette E. Barrett
Age: Over 18
Residence: As captioned above
Employment: Unknown



Name: Mark J. Udren, Esquire
Title: Attorney for Plaintiff
Company: Mark J. Udren & Associates

Sworn to and subscribed
before me this 10th day
of October, 2003.

Cara Stears
Notary Public

CARA STEARS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/16/2008

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

CC

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

Plaintiff

MORTGAGE FORECLOSURE

v.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833

NO. 03-946-CD

Defendant(s)

TO: Bernadette E. Barrett
615 Schofield Street
Curwensville, PA 16833

NOTICE

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

Willithan 10/22/03

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-482-6900

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

Option One Mortgage Corporation
Plaintiff(s)

No.: 2003-00946-CD

Real Debt: \$37,406.48

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bernadette Barrett
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 22, 2003

Expires: October 22, 2008

Certified from the record this 22nd day of October, 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

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren
ATTY' I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833
Defendant(s)

NO. 03-946-CD

DEC 26 2003

W/21001
William A. S...

Prothonotary Clerk of Courts

NO CERT COPIES

AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praeclipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.
2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated: December 16, 2003

MARK J. UDREN & ASSOCIATES

BY:

Mark J. Udren, Esquire
Attorney for Plaintiff

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 03-946-CD

v.
Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833
Defendant(s)

DATE: December 4, 2003

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNER(S): Bernadette E. Barrett

PROPERTY: 503 Curry Run Road
Mahaffey, PA 15757

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on Friday, January 9, 2004, at 10:00am, in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830. 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 sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

12/1/03
12/1/03

Line	Article Number	Name of Addressee, Street, and Post Office Address	Law Offices Mark J. Udren & Assoc. 1040 N. Kings Highway, Suite 500 Cherry Hill, NJ 08034			Postage	Fee	Handling Charge (If Regis.)	Insured Value	Act. Value (If Regis.)	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	R.R. Def. Fee	Remarks
			<input type="checkbox"/> Registered	<input type="checkbox"/> Insured	<input type="checkbox"/> Return Receipt for Merchandise											
1	Barrett	Real Estate Tax Dept., 1 N. Second St., Ste 116 Clearfield, PA 16830														
2	03060365	Domestic Relations Section, 1 N. Second St., Ste 116 Clearfield, PA 16830														
3	Clearfield	Commonwealth of PA, Dept. of Revenue, Bureau of Compliance, Dept. 280946, Harrisburg, PA 17128-0946														
4	Jodie	Tenant/Occupants, 503 Curry Run Rd., Mahaffey, PA 15757														
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																

Total number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)	Check appropriate block for Registered Mail: With Postal Insurance Without postal insurance												Postmark and Date of Receipt		
4	4	Cherry Hill	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>												DEC 9 1993	9	1993
The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.															Affix stamp here if issued certificate of mailing or additional copies of this form		

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14823

OPTION ONE MORTGAGE

03-946-CD

VS.

BARRETT, BERNADETTE E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 19, 2003 A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS POSTED NOVEMBER 20, 2003 @ 11:15 A.M. O'CLOCK.

A SALE DATE OF JANUARY 9, 2004 WAS SET.

NOW, DECEMBER 2, 2003 SERVED BERNADETTE BARRETT, DEFENDANT, AT HER RESIDENCE 615 SCHOFIELD STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BERNADETTE BARRETT, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, DECEMBER 30, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SALE.

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 DEFENDANT. THE SALE WAS STAYED BY THE PLAINTIFF'S ATTORNEY.

SHERIFF HAWKINS \$184.44
SURCHARGE \$20.00
PAID BY THE ATTORNEY

642 FILED
10/3/17 8:11
JAN 10 2005

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14823

OPTION ONE MORTGAGE

03-946-CD

VS.

BARRETT, BERNADETTE E.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

10th Day Of January 2005

William A. Shaw

WILLIAM A. SHAW

Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
Joy Amthaea Butler-Aylenbaug

Chester A. Hawkins

Sheriff

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

Option One Mortgage
Corporation
P.O. Box 57038
Irvine, CA 92619-7038

Plaintiff

v.

Bernadette E. Barrett
621 Schofield Street
Curwensville, PA 16833

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 03-946-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

503 Curry Run Road
Mahaffey, PA 15757
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$37,406.48

Interest From 10/11/03
to Date of Sale _____
Per diem @\$9.75

(Costs to be added) \$ 132.00 Prothonotary costs
Will M. Blair
Prothonotary

Received October 22, 2003 @ 3:30PM By Chester A. Baumrains
By Christopher Butler - Clerk

Clerk

Date October 22, 2003

COURT OF COMMON PLEAS
NO. 03-946-CD

=====
Option One Mortgage Corporation
vs.
Bernadette E. Barrett

=====
WRIT OF EXECUTION
=====

REAL DEBT \$ 37,406.48

INTEREST \$
from 10/11/03 to
Date of Sale _____
Per diem @\$9.75

COSTS PAID:

PROTHY \$ 132.00

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY. \$

PREMISES TO BE SOLD:

503 Curry Run Road

Mahaffey, PA 15757

Mark J. Udren, ESQUIRE
MARK J. UDREN & ASSOCIATES
1040 NORTH KINGS HIGHWAY
SUITE 500
CHERRY HILL, NJ 08034
(856) 482-6900

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE VILLAGE OF CURRY RUN, GREENWOOD TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND PESCRIBED AS FOLLOWS, TO WIT:

ON THE NORTH BY AN ALLEY; ON THE EAST BY AN ALLEY; ON THE SOUTH BY A PUBLIC ROAD; AND ON THE WEST BY A PUBLIC ROAD LEADING UP CURRY RUN. CONTAINING ABOUT ONE-HALF ACRE, MORE OR LESS, AND HAVING THEREON ERECTED A TWO STORY FRAME DWELLING ABOUT 24 x 32 FEET, ALSO A FRAME STABLE 16 x 24, AND OTHER NECESSARY OUTBUILDINGS.

BEING KNOWN AS 503 CURRY RUN ROAD, MAHAFFEY, PA 15757.

PROPERTY ID NO: 117-E12-000-00068

TITLE TO SAID PREMISES IS VESTED IN BERNADETTE E. BARRETT BY DEED FROM JODY JAMES BARRETT AND BERNADETTE E. BARRETT, HUSBAND AND WIFE DATED 12/16/97, RECORDED 2/17/98, IN DEED BOOK 1908, PAGE 39

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BERNADETTE E. BARRETT

NO. 03-946-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 January 09, 2004, I exposed the within described real estate of Barrett, Bernadette E. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	4.50
LEVY	15.00
MILEAGE	16.50
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	9.00
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$184.44

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	37,406.48
INTEREST @ 9.7500	877.50
FROM 10/11/2003 TO 01/09/2004	
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	\$38,283.98

COSTS:

ADVERTISING	288.54
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	\$85.44 184.44
LEGAL JOURNAL COSTS	135.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$79.98
	\$80.98

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

CHESTER A. HAWKINS, Sheriff

LAW OFFICES
MARK J. UDREN & ASSOCIATES
1040 NORTH KINGS HIGHWAY
SUITE 500
CHERRY HILL, NEW JERSEY 08034
856 . 482 . 6900
FAX: 856 . 482 . 1199

MARK J. UDREN*
STUART WINNEG**
GAYL SPIVAK ORLOFF***
HEIDI R. SPIVAK***
CHRISTOPHER J. FOX***
CORINA CANIZ***
***ADMITTED NJ, PA, FL**
****ADMITTED PA**
*****ADMITTED NJ, PA**
TINA MARIE RICH
OFFICE ADMINISTRATOR

PENNSYLVANIA OFFICE
24 NORTH MERION AVENUE
SUITE 240
BRYN MAWR, PA 19010
215-568-9900
215-568-1141 FAX

FREDDIE MAC
PENNSYLVANIA
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

December 30, 2003

1-814-705-5915
 Sent via telefax #412-350-6275

Clearfield County Sheriff's Office
 Clearfield County Courthouse
 1 North Second Street
 Suite 116
 Clearfield, PA 16830
 ATTN: Cindy

Re: Option One Mortgage Corporation
 vs.
 Bernadette E. Barrett
 Clearfield County C.C.P. No. 03-946-CD
 Premises: 503 Curry Run Road, Mahaffey, PA 15757
 SS Date: January 9, 2004

Dear Cindy:

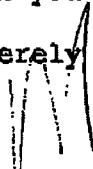
Please Stay the Sheriff's Sale scheduled for January 9, 2004.

Sale is Stayed for the following reason:

Due to Charge Off.

Thank you for your attention to this matter.

Sincerely yours,


 Mark J. Udren
 MARK J. UDREN & ASSOCIATES

/jlb