

03-985-CD
WACHOVIA BANK OF BE N.A. vs. DON M. LLOYD, etal

**Pluese, Ettin, Becker & Saltzman
A Division of
Katz, Ettin & Levine, P.C.**

Rob Saltzman, Esquire
Attorney Identification No.: 53957
905 North Kings Highway
Cherry Hill, NJ 08034
(856) 667-6440
Attorneys for Plaintiff

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION, f/k/a
FIRST UNION BANK OF DELAWARE

Plaintiff,

v.

DON M. LLOYD (MORTGAGOR AND
RECORD OWNER) AND SHERRY ANN
LLOYD

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

03-985-CD

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING THE 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, GOT TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PENNSYLVANIA LAWYER REFERRAL SERVICE
Pennsylvania Bar Association
PO Box 186
Harrisburg, PA 17108

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE (20) DIAS DE PLAZO A PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION O POR CUALQUIER QUEJA O ALVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO, SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

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

PENNSYLVANIA LAWYER REFERRAL SERVICE
Pennsylvania Bar Association
PO Box 186
Harrisburg, PA 17108

FILED

JUL 07 2003

William A. Shaw
Prothonotary

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is:

Wachovia Bank of Delaware, National Association, f/k/a First Union Bank of Delaware
1100 Corporate Center Drive,
Raleigh, North Carolina 27607

2. Plaintiff is, or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

Signet Bank
101 Gateway Parkway
Richmond, VA 23235

3. (a) Defendants, Don M. Lloyd (Mortgagor and Record Owner) and Sherry Ann Lloyd (Mortgagor) , are individuals whose last known address is PO Box 102, Irvona, PA 16656

(b) Defendants, Don M. Lloyd (Mortgagor and Record Owner) and Sherry Ann Lloyd (Mortgagor), holds an interest in the subject property as mortgagors and Don M. Lloyd holds an interest in the subject property as record owner.

(c) If any of the above named Defendants are deceased, this action shall proceed against the deceased Defendant's heirs, assigns, successors, administrators, personal representatives and/or executors through their estate whether the estate is probated.

4. (a) The residential mortgage being foreclosed encumbers property located at Box 102 Hill Street, Irvona, PA 16656, County of Clearfield.

(b) All documents evidencing the residential mortgage have been recorded in the Recorder of Deeds' Office in Clearfield County, Pennsylvania.

(c) On June 27, 1997, the defendant (s) / mortgagor(s) made, executed and delivered a mortgage (the "Mortgage") upon the premises hereinafter described to Signet Bank which mortgage is recorded in the Office of the Recorder of Clearfield County, on July 8, 1997, in Mortgage Book Volume 1855, Page 242. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

(d) The legal description for the property is attached hereto and incorporated herein as Exhibit "A" (Legal Description) .

(e) Pursuant to Pa. R.C.P. 1147 (1) and 1019(g) Plaintiff is not obliged to append copies of the above mentioned publicly recorded documents to this mortgage foreclosure action. These documents are, however, appended hereto and incorporated herein by reference as Exhibit "B", Mortgage.

(f) The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "C".

5. The mortgage is in default because the Defendants, Don M. Lloyd (Mortgagor and Record Owner) and Sherry Ann Lloyd (Mortgagor) , failed to timely tender the monthly payment of \$235.42 due January 2, 2003, and thereafter failed to make the monthly payments.

6. As authorized under the mortgage instrument, the loan obligation has been accelerated.

7. Plaintiff seeks entry of judgment *in rem* on the following sums:

(a) Principal balance of mortgage	\$10,406.84
due and owing	

(b)	Interest due and owing at the rate of 7.31% calculated from the default date above stated through July 1, 2003 Interest will continue to accrue at the per diem rate of \$19.49 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	\$419.62
(c)	Accrued Late Charges	\$117.70
(d)	Attorneys' fees	\$1,250.00
(e)	Corporate Advances	\$122.38
(f)	Title Search	\$300.00
(g)	Real Estate Taxes Paid By Plaintiff	\$1,304.22
TOTAL <i>IN REM</i> JUDGMENT SOUGHT BY PLAINTIFF		\$13,920.76

8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.

WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendants above named in the total amount of \$13,920.76 as stated at Paragraph 6, plus all additional interest and late charges accruing through date of judgment entry; and

-- Foreclosure of the mortgagor's (s') equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Pluese, Ettin, Becker & Saltzman

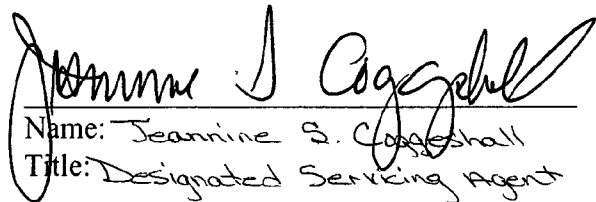
BY: 

Rob Saltzman, Esquire
Attorney for Plaintiff
Attorney I.D. No. 53957

VERIFICATION

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

Date: 7/1/03


Name: Jeannine S. Coggeshall
Title: Designated Servicing Agent

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, situate in the Borough of Irvona, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake in the Westerly line of Stone Street at corner of Lot No. 16, on the hereinafter mentioned Plan of Lots; thence along line of Lot No. 16, North 46 degrees 32 minutes West, 162 feet to a stake on Easterly line of Ferguson Street; thence along said line of Ferguson Street, South 43 degrees 28 minutes West 47 feet to stake at corner of Lot No. 18 on said plan; thence along line of Lot No. 18, South 46 degrees 32 minutes East, 162 feet to a stake on Westerly line of Stone Street; thence along said line of Stone Street North 43 degrees 28 minutes East, 47 feet to said corner of Lot No. 16 and place of beginning. Containing .175 acres and being known as Lot No. 16 on the Swanktown Plan of Lots of Irvona Borough, which said plan is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

UNDER AND SUBJECT to the same exceptions, reservations, restrictions and conditions as exists by virtue of prior recorded instruments, deeds or conveyances.

Being Parcel No. 011-H-17-678-4

Exhibit "A"

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Please return to Preparer:

Signet Bank, Equity Planning
101 Gateway Parkway 8th Floor
P. O. Box 25197
Richmond, VA 23285

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:55 A.M. 97
BY Lisa P. Storch
FEES \$5.00
Karen L. Storch, Recorder



Karen L. Storch
Recorder of Deeds

22531

Enter Above This Line For Recording Date

Parcel Identifier:

Record & Return To:
US Property & Appraisal, Inc.
P. O. Box 18489
Pittsburgh, PA 15242

MORTGAGE
(Pennsylvania)

THIS MORTGAGE is made as of June 27, 1997 between the Mortgagor, **DON MARVIN LLOYD and SHERRY ANN LLOYD, MARRIED**, whose address is **HILL ST IRVONA, PA 16646** (herein "Borrower"), and the Mortgagee, **SIGNET BANK**, a Virginia corporation organized and existing under the laws of the Commonwealth of Virginia, whose address is 101 Gateway Parkway, Richmond, VA 23285 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. Twenty Thousand Dollars and No/100ths (\$20,000.00), which indebtedness is evidenced by Borrower's note dated as of June 27, 1997 and any extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 07/02/2007.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with the interest thereon, the payments of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of **CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, HILL ST. IRVONA, PA 16646** (herein "Property Address"): SEE ATTACHED EXHIBIT A.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attach priority over this Mortgage and ground rent on the Property, if any, plus one-twelfth of yearly premium installment for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent (1) Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender or (2) Borrower is not in default of any provisions of this Security Instrument or the Note.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rent. Lender may

Exhibit 'B'

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not charge for so holding and applying the Funds, analyzing said accounts or verifying and compiling said statements and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future reasonable installment of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Applications of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and household payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning and other causes within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to void the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

6. **Preservation and Maintenance of the Property.** Leasehold; Condominium; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairments or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appointments, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirements for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amount disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable exams upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, losses or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released From Borrower By Lender Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or assign in order to time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Borrowers and Assigns Remains Joint and Several Liability Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and

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several. Any Borrower who signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, given and convey the Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law as it in Mortgage. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all fees to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be given a conformed copy of the Note and of this Mortgage at the time of execution or after execution hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

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

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

17. Acceleration Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenant to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying, among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage. Furthermore, by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of his right to reinstate after acceleration and the right to assert to the foreclosure proceedings the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all amounts of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstract and title reports.

18. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rights. Appointment of Receiver. Lender is Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (including those past due). All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only to those rents actually received.

20. Release. Upon payment of all sums due and owing Lender, Lender shall release this Mortgage. Borrower shall pay all costs of recording, if any.

21. Interest Rate. After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action or mortgage foreclosure shall be the rate stated in the Note.

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REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Don Marvin Lloyd (SEAL)
DON MARVIN LLOYD

Sherry Ann Lloyd (SEAL)
SHERRY ANN LLOYD

Certificate of Residence:

I HEREBY CERTIFY that the precise address of the within named Lender is 101 Lefebvre Hwy, Richmond, VA, 23225.

Jeremy Bush
Jeremy Bush, Clerk
Employee and Agent for SIGNET BANK

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Cambria

On this 24th day of June, 1997, before me, a Notary Public in and for said County and State personally appeared the individual(s) who executed the foregoing instrument: DON MARVIN LLOYD and SHERRY ANN LLOYD, who is personally known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

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

My commission expires: April 4, 1998

Martin L. Babach
Notary Public (SEAL)

Prepared by or under the supervision of Signet Banking Corporation Corporate Counsel Department
Signet Bank, Equity Plaza, 12000-0000
P. O. Box 85197
Richmond, VA 23225

(Space Below This Line for Lender and Recorder)

Notary Seal
Martin L. Babach, Notary Public
State of Pennsylvania
My Commission Expires April 4, 1998
Notary Public for Commonwealth of Pennsylvania

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U.S. PROPERTY & APPRAISAL SERVICES CORP.
P.O. BOX 10828, PITTSBURGH, PA 15232-0728

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Telephone Number
412-325-5414
FAX Number
412-325-5436

9705-05692
LOAN #: 03000324065

BOB MARTIN LLOYD
SHERYL ANN LLOYD

LEGAL DESCRIPTION"EXHIBIT A"

ALL THAT CERTAIN PROPERTY SITUATED IN TREVOS, BOSTON,
IN THE STATE OF PENNSYLVANIA AND THE COUNTY OF CLEARFIELD,
BEING DESCRIBED AS FOLLOWS: PARCEL 911-817-878-A,
AND BEING MORE FULLY DESCRIBED IN A DEED DATED 3/02/93 AND
RECORDED 3/28/93 AMONG THE LAND RECORDS OF THE COUNTY AND STATE
SET FORTH ABOVE IN DEED BOOK 1320 PAGES 101

Entered of Record *John* 8 1997 11:24 AM Karen L. Starch, Recorder



DF785

DON M LLOYD

HILL ST
IRVONA, PA 16656

March 7, 2003
0009709518

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

**HomeEq Servicing Corporation is a debt collector. HomeEq is attempting to collect a debt
and any information obtained will be used for that purpose.
SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES**

THIS NOTICE CONTINUES ON THE NEXT PAGE

Exhibit "C"

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

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

- **YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **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 the foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange for and attend a "face-to-face" meeting with one of the consumer counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice. It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

Your mortgage is in default for the reasons set forth later in this notice (see the 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/servicer, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION

Available funds for emergency mortgage assistance are very limited. Funds 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 Agency of its decision on your application.

THIS NOTICE CONTINUES ON THE NEXT PAGE

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATIONAL 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.

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

HILL ST IRVONA, PA 16656

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$762.06
c) Late Charges:	\$47.08
d) Recoverable Corporate Advances:	\$9.50
e) Other Charges and Advances:	\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	\$818.64

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$762.06 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P.O. Box 96012 Charlotte, NC 28296-0012

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer 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 opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender/servicer refers your case to its attorneys, but you cure the delinquency before the attorney begins legal proceedings against you, you will still be required to pay the reasonable attorneys' fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred even if they are over \$50.00. Any attorneys' fees will be added to the amount you owe the lender/servicer, 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 attorneys' fees.**

OTHER LENDER/SERVICER REMEDIES

The lender/servicer 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 charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer 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 Sheriff's sale could be held would be **approximately five (5) 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. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345 P.O. Box 13716 Sacramento, CA 95853
Telephone Number:	1-866-577-8834

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT;
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF;
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243



DF785

DON M LLOYD

PO BOX 102
IRVONA, PA 16656

March 7, 2003
0009709518

NBRC

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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**and any information obtained will be used for that purpose.
SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES**

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

- YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- 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 the foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange for and attend a "face-to-face" meeting with one of the consumer counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice. It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

Your mortgage is in default for the reasons set forth later in this notice (see the 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/servicer, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION

Available funds for emergency mortgage assistance are very limited. Funds 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 Agency of its decision on your application.

THIS NOTICE CONTINUES ON THE NEXT PAGE

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATIONAL 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.

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

HILL ST IRVONA, PA 16656

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$762.06
c) Late Charges:	\$47.08
d) Recoverable Corporate Advances:	\$9.50
e) Other Charges and Advances:	\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	\$818.64

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$762.06 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P.O. Box 96012 Charlotte, NC 28296-0012

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer 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 opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender/servicer refers your case to its attorneys, but you cure the delinquency before the attorney begins legal proceedings against you, you will still be required to pay the reasonable attorneys' fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred even if they are over \$50.00. Any attorneys' fees will be added to the amount you owe the lender/servicer, 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 attorneys' fees.

OTHER LENDER/SERVICER REMEDIES

The lender/servicer 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 charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer 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 Sheriff's sale could be held would be **approximately five (5) 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. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345 P.O. Box 13716 Sacramento, CA 95853
Telephone Number:	1-866-577-8834

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT;
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF;
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
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- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

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Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

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Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

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Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243



DF785

SHERRY A LLOYD

HILL ST
IRVONA, PA 16656

March 7, 2003
0009709518

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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and any information obtained will be used for that purpose.

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

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

- **YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

TEMPORARY STAY OF FORECLOSURE

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APPLICATION FOR MORTGAGE ASSISTANCE

Your mortgage is in default for the reasons set forth later in this notice (see the 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/servicer, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION

Available funds for emergency mortgage assistance are very limited. Funds 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 Agency of its decision on your application.

THIS NOTICE CONTINUES ON THE NEXT PAGE

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATIONAL 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.

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

HILL ST IRVONA, PA 16656

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$762.06
c) Late Charges:	\$47.08
d) Recoverable Corporate Advances:	\$9.50
e) Other Charges and Advances:	\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	\$818.64

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$762.06 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P.O. Box 96012 Charlotte, NC 28296-0012

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer 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 opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender/servicer refers your case to its attorneys, but you cure the delinquency before the attorney begins legal proceedings against you, you will still be required to pay the reasonable attorneys' fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred even if they are over \$50.00. Any attorneys' fees will be added to the amount you owe the lender/servicer, 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 attorneys' fees.**

OTHER LENDER/SERVICER REMEDIES

The lender/servicer 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 charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer 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 Sheriff's sale could be held would be **approximately five (5) 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. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345 P.O. Box 13716 Sacramento, CA 95853
Telephone Number:	1-866-577-8834

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT;
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF;
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243



DF785

SHERRY A LLOYD

PO BOX 102
IRVONA, PA 16656

March 7, 2003
0009709518

NBRC

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HomeEq Servicing Corporation is a debt collector. HomeEq is attempting to collect a debt

and any information obtained will be used for that purpose.

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

- **YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **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 the foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange for and attend a "face-to-face" meeting with one of the consumer counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice. It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

Your mortgage is in default for the reasons set forth later in this notice (see the 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/servicer, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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Available funds for emergency mortgage assistance are very limited. Funds 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 Agency of its decision on your application.

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Overnight
Attn: Cash Central NC 4726
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HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345 P.O. Box 13716 Sacramento, CA 95853
Telephone Number:	1-866-577-8834

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/servicer at any time.

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- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER/SERVICER; OR
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THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
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You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243

FILED

1015424 pl 85.00
JUL 07 2003 1cc to atty
3cc to Shiff

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

WACHOVIA BANK OF DELAWARE

VS.

LLOYD, DON M. & SHERRY ANN

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14272

03-985-CD

SHERIFF RETURNS

NOW JULY 11, 2003 AT 11:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DON M. LLOYD, DEFENDANT AT RR#1 BOX 14, LOCUST ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BOB WAGNER, BROTHER IN LAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW JULY 11, 2003 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHERRY ANN LLOYD, DEFENDANT AT RD#1 MAIN ST, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY ANN LLOYD A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW AUGUST 25, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TENANT/OCCUPANT AT HILL ST., BOX 102, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA. HOUSE IS EMPTY.

Return Costs

Cost	Description
49.16	SHERIFF HAWKINS PAID BY: ATTY CK# 60928
30.00	SURCHARGE PAID BY: ATTY CK# 60929

Sworn to Before Me This

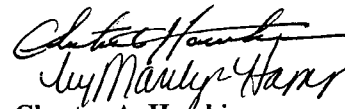
26th Day Of August 2003


WILLIAM A. SHAW

Prothonotary


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

So Answers,


Chester A. Hawkins

Sheriff

FILED

013:3081
AUG 26 2003 

William A. Shaw
Prothonotary/Clerk of Courts

Pluese, Ettin, Becker & Saltzman
A Division of
Katz, Ettin & Levine, P.C.

Rob Saltzman, Esquire
Attorney Identification No.: 53957
905 North Kings Highway
Cherry Hill, NJ 08034
(856) 667-6440
Attorneys for Plaintiff

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION, f/k/a
FIRST UNION BANK OF DELAWARE

Plaintiff,

v.

DON M. LLOYD (MORTGAGOR AND
RECORD OWNER) AND SHERRY ANN
LLOYD

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

03-985-40

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING THE 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, GOT TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PENNSYLVANIA LAWYER REFERRAL SERVICE
Pennsylvania Bar Association
PO Box 186
Harrisburg, PA 17108

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE (20) DIAS DE PLAZO A PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION O POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO, SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

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

PENNSYLVANIA LAWYER REFERRAL SERVICE
Pennsylvania Bar Association
PO Box 186
Harrisburg, PA 17108

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

JUL 07 2003

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is:

Wachovia Bank of Delaware, National Association, f/k/a First Union Bank of Delaware
1100 Corporate Center Drive,
Raleigh, North Carolina 27607

2. Plaintiff is, or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

Signet Bank
101 Gateway Parkway
Richmond, VA 23235

3. (a) Defendants, Don M. Lloyd (Mortgagor and Record Owner) and Sherry Ann Lloyd (Mortgagor), are individuals whose last known address is PO Box 102, Irvona, PA 16656

(b) Defendants, Don M. Lloyd (Mortgagor and Record Owner) and Sherry Ann Lloyd (Mortgagor), holds an interest in the subject property as mortgagors and Don M. Lloyd holds an interest in the subject property as record owner.

(c) If any of the above named Defendants are deceased, this action shall proceed against the deceased Defendant's heirs, assigns, successors, administrators, personal representatives and/or executors through their estate whether the estate is probated.

4. (a) The residential mortgage being foreclosed encumbers property located at Box 102 Hill Street, Irvona, PA 16656, County of Clearfield.

(b) All documents evidencing the residential mortgage have been recorded in the Recorder of Deeds' Office in Clearfield County, Pennsylvania.

(c) On June 27, 1997, the defendant (s) / mortgagor(s) made, executed and delivered a mortgage (the "Mortgage") upon the premises hereinafter described to Signet Bank which mortgage is recorded in the Office of the Recorder of Clearfield County, on July 8, 1997, in Mortgage Book Volume 1855, Page 242. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

(d) The legal description for the property is attached hereto and incorporated herein as Exhibit "A" (Legal Description) .

(e) Pursuant to Pa. R.C.P. 1147 (1) and 1019(g) Plaintiff is not obliged to append copies of the above mentioned publicly recorded documents to this mortgage foreclosure action. These documents are, however, appended hereto and incorporated herein by reference as Exhibit "B", Mortgage.

(f) The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "C".

5. The mortgage is in default because the Defendants, Don M. Lloyd (Mortgagor and Record Owner) and Sherry Ann Lloyd (Mortgagor) , failed to timely tender the monthly payment of \$235.42 due January 2, 2003, and thereafter failed to make the monthly payments.

6. As authorized under the mortgage instrument, the loan obligation has been accelerated.

7. Plaintiff seeks entry of judgment *in rem* on the following sums:

(a) Principal balance of mortgage	\$10,406.84
due and owing	

(b)	Interest due and owing at the rate of 7.31% calculated from the default date above stated through July 1, 2003 Interest will continue to accrue at the per diem rate of \$19.49 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	\$419.62
(c)	Accrued Late Charges	\$117.70
(d)	Attorneys' fees	\$1,250.00
(e)	Corporate Advances	\$122.38
(f)	Title Search	\$300.00
(g)	Real Estate Taxes Paid By Plaintiff	\$1,304.22
TOTAL <i>IN REM</i> JUDGMENT SOUGHT BY PLAINTIFF		\$13,920.76

8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.

WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendants above named in the total amount of \$13,920.76 as stated at Paragraph 6, plus all additional interest and late charges accruing through date of judgment entry; and

-- Foreclosure of the mortgagor's (s') equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Pluese, Ettin, Becker & Saltzman

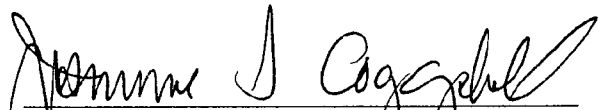
BY: 

Rob Saltzman, Esquire
Attorney for Plaintiff
Attorney I.D. No. 53957

VERIFICATION

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

Date: 7/1/03


Name: Jeannine S. Coggeshall
Title: Designated Serving Agent

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, situate in the Borough of Irvona, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake in the Westerly line of Stone Street at corner of Lot No. 16, on the hereinafter mentioned Plan of Lots; thence along line of Lot No. 16, North 46 degrees 32 minutes West, 162 feet to a stake on Easterly line of Ferguson Street; thence along said line of Ferguson Street, South 43 degrees 28 minutes West 47 feet to stake at corner of Lot No. 18 on said plan; thence along line of Lot No. 18, South 46 degrees 32 minutes East, 162 feet to a stake on Westerly line of Stone Street; thence along said line of Stone Street North 43 degrees 28 minutes East, 47 feet to said corner of Lot No. 16 and place of beginning. Containing .175 acres and being known as Lot No. 16 on the Swanktown Plan of Lots of Irvona Borough, which said plan is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

UNDER AND SUBJECT to the same exceptions, reservations, restrictions and conditions as exists by virtue of prior recorded instruments, deeds or conveyances.

Being Parcel No. 011-H-17-678-4

Exhibit "A"

Jun 12 2003 11:46AM 3655019

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Please return to Preparer.

Signet Bank, Equity Finance
101 Gateway Parkway 8th Floor
P. O. Box 85197
Richmond, VA 23289

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

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:55 A.M. 6/12/03
BY [Signature]
FEES [Amount]
Karen L. Sturck, Recorder



[Signature]
Karen L. Sturck
Recorder of Deeds

22531

Enter Above This Line For Recording Date

Personal Identifier:

Record & Return To:
US Property & Appraisal Svc.
P. O. Box 18489
Pittsburgh, PA 15242

MORTGAGE
(Pennsylvania)

THIS MORTGAGE is made as of June 27, 1997 between the Mortgagee, **DON MARVIN LLOYD and SHERRY ANN LLOYD, MARRIED**, whose address is **HILL ST IRVONA, PA 16656** (herein "Borrower"), and the Mortgagee, **SIGNET BANK**, a Virginia corporation organized and existing under the laws of the Commonwealth of Virginia, whose address is 101 Gateway Parkway, Richmond, VA 23285 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. Twenty Thousand Dollars and No/100ths (\$20,000.00), which indebtedness is evidenced by Borrower's note dated as of June 27, 1997 and any extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 07/02/2007.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with the interest thereon, the payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of **CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, HILL ST. IRVONA, PA 16656** (herein "Property Address"): SEE ATTACHED EXHIBIT A.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may arise in priority over this Mortgage and ground rent on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all on reasonable estimated initial and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent (1) Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender or (2) Borrower is not in default of any provisions of this Security Instrument or the Note.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rent. Lender may

Exhibit "B"

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not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said statements and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future reasonable installment of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Applications of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 3 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgages, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and household payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing on the Property insured against loss by fire, lightning and other causes within the term "extended coverage," and with other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

6. Preservation and Maintenance of the Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairments or deterioration of the Property and shall comply with the provisions of any laws if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and residential documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appointments, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirements for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amount disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amount shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Releasee; Forfeiture or By Lender Not a Waiver. Satisfaction of the time for payment or modification or acceleration of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify enforcement of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall have to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and

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several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey the Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, increase, or make any other accommodations with regard to the terms of this Mortgage or the Note without the Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law as applied herein.

14. Borrower's Copy. Borrower shall be given a confirmed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement when Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or damages which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

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

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

17. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenant to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying, among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Redeem. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenant or agreement of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rights; Appointment of Receiver. Lender is Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those then due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only to those rents actually received.

20. Release. Upon payment of all sums due and owing Lender, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

21. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action or mortgage foreclosure shall be the rate stated in the Note.

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No. 6369 P. 12 12

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REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Don Marvin Lloyd (SEAL)
DON MARVIN LLOYD

Sherry Ann Lloyd (SEAL)
SHERRY ANN LLOYD

Certificate of Residence:

I HEREBY CERTIFY that the present address of the within named Lender is 101 Gateway Place, Richmond, VA, 23231.

Jeremy Bush
Jeremy Bush, Owner
Employee and Agent for SIGNET BANK

COMMONWEALTH OF PENNSYLVANIA COUNTY OF Cambria

On this 24th day of June 1997 before me, a Notary Public in and for said County and State personally appeared the individual(s) who executed the foregoing instrument DON MARVIN LLOYD and SHERRY ANN LLOYD, who is personally known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

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

My commission expires: April 4, 1998

Martin L. Babish
Notary Public (SEAL)

Prepared by us under the supervision of Signet Banking Corporation Corporate Control Department
Signet Bank, Equity Plaza, 12000-0000
P. O. Box 23197
Richmond, VA 23225

(Space Below This Line for Lender and Recorder)

Notary Seal
Martin L. Babish, Jr., Notary Public
My Commission Expires August 4, 1998
Notary, Pennsylvania Department of Public Safety

Jun:12. 2003 11:49AM

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No.6369

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U.S. PROPERTY & APPRAISAL SERVICES CORP.
P.O. BOX 1888, PITTSBURGH, PA 15242-0788

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Telephone Number
412-420-6111
FAX Number
412-420-6111

9705-05692
LOAN #: 03000324065

DON MARVIN LLOYD
SHERRY ANN LLOYD

LEGAL DESCRIPTION"EXHIBIT A"

ALL THAT CERTAIN PROPERTY SITUATED IN IRVONA BOROUGH,
IN THE STATE OF PENNSYLVANIA AND THE COUNTY OF CLEARFIELD,
BEING DESCRIBED AS FOLLOWS: PARCEL #11-817-872-9
AND BEING MORE FULLY DESCRIBED IN A DEED DATED 3/02/93 AND
RECORDED 3/26/93 AMONG THE LAST RECORDS OF THE COUNTY AND STATE
SET FORTH ABOVE IN DEED BOOK 1320 PAGES 301

Entered of Record *Jan 8 1997* *11-248* Karen L. Storch, Recorder



DF785

DON M LLOYD

HILL ST
IRVONA, PA 16656

March 7, 2003
0009709518

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HomeEq Servicing Corporation is a debt collector. HomeEq is attempting to collect a debt
and any information obtained will be used for that purpose.
SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE

Exhibit "C"

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

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

- YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- 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 the foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange for and attend a "face-to-face" meeting with one of the consumer counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice. It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

Your mortgage is in default for the reasons set forth later in this notice (see the 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/servicer, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION

Available funds for emergency mortgage assistance are very limited. Funds 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 Agency of its decision on your application.

THIS NOTICE CONTINUES ON THE NEXT PAGE

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATIONAL 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.

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

HILL ST IRVONA, PA 16656

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$762.06
c) Late Charges:	\$47.08
d) Recoverable Corporate Advances:	\$9.50
e) Other Charges and Advances:	\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	\$818.64

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$762.06 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P.O. Box 96012 Charlotte, NC 28296-0012

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer 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 opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender/servicer refers your case to its attorneys, but you cure the delinquency before the attorney begins legal proceedings against you, you will still be required to pay the reasonable attorneys' fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred even if they are over \$50.00. Any attorneys' fees will be added to the amount you owe the lender/servicer, 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 attorneys' fees.

OTHER LENDER/SERVICER REMEDIES

The lender/servicer 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 charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer 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 Sheriff's sale could be held would be **approximately five (5) 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. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345 P.O. Box 13716 Sacramento, CA 95853
Telephone Number:	1-866-577-8834

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT;
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF;
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243



DF785

DON M LLOYD

PO BOX 102
IRVONA, PA 16656

March 7, 2003
0009709518

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HomeEq Servicing Corporation is a debt collector. HomeEq is attempting to collect a debt

and any information obtained will be used for that purpose.

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

- YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- 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 the foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange for and attend a "face-to-face" meeting with one of the consumer counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice. It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

Your mortgage is in default for the reasons set forth later in this notice (see the 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/servicer, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION

Available funds for emergency mortgage assistance are very limited. Funds 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 Agency of its decision on your application.

THIS NOTICE CONTINUES ON THE NEXT PAGE

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATIONAL 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.

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

HILL ST IRVONA, PA 16656

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$762.06
c) Late Charges:	\$47.08
d) Recoverable Corporate Advances:	\$9.50
e) Other Charges and Advances:	\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	\$818.64

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$762.06 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P.O. Box 96012 Charlotte, NC 28296-0012

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer 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 opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender/servicer refers your case to its attorneys, but you cure the delinquency before the attorney begins legal proceedings against you, you will still be required to pay the reasonable attorneys' fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred even if they are over \$50.00. Any attorneys' fees will be added to the amount you owe the lender/servicer, 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 attorneys' fees.

OTHER LENDER/SERVICER REMEDIES

The lender/servicer 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 charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer 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 Sheriff's sale could be held would be **approximately five (5) 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. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer
Address

HomEq Servicing Corporation
Attn: Account Research, Mail Code CA3345
P.O. Box 13716
Sacramento, CA 95853
1-866-577-8834

Telephone Number:

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT;
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF;
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243



DF785

SHERRY A LLOYD

HILL ST
IRVONA, PA 16656

March 7, 2003
0009709518

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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TEMPORARY STAY OF FORECLOSURE

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

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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.

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f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	\$818.64

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$762.06 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P.O. Box 96012 Charlotte, NC 28296-0012

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

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IF THE MORTGAGE IS FORECLOSED UPON

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EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) 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. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345 P.O. Box 13716 Sacramento, CA 95853
Telephone Number:	1-866-577-8834

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT;
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF;
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243



DF785

SHERRY A LLOYD

PO BOX 102
IRVONA, PA 16656

March 7, 2003
0009709518

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HomeEq Servicing Corporation is a debt collector. HomeEq is attempting to collect a debt

**and any information obtained will be used for that purpose.
SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES**

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

- YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- 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 the foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange for and attend a "face-to-face" meeting with one of the consumer counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice. It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

Your mortgage is in default for the reasons set forth later in this notice (see the 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/servicer, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION

Available funds for emergency mortgage assistance are very limited. Funds 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 Agency of its decision on your application.

THIS NOTICE CONTINUES ON THE NEXT PAGE

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATIONAL 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.

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

HILL ST IRVONA, PA 16656

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$762.06
c) Late Charges:	\$47.08
d) Recoverable Corporate Advances:	\$9.50
e) Other Charges and Advances:	\$50.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	\$818.64

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$762.06 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P.O. Box 96012 Charlotte, NC 28296-0012

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer 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 opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender/servicer refers your case to its attorneys, but you cure the delinquency before the attorney begins legal proceedings against you, you will still be required to pay the reasonable attorneys' fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred even if they are over \$50.00. Any attorneys' fees will be added to the amount you owe the lender/servicer, 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 attorneys' fees.

OTHER LENDER/SERVICER REMEDIES

The lender/servicer 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 charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer 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 Sheriff's sale could be held would be **approximately five (5) 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. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345 P.O. Box 13716 Sacramento, CA 95853
Telephone Number:	1-866-577-8834

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT;
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF;
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS;
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

~~Nebraska~~

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
230 E. MARKET STREET
CLEARFIELD, PA 16830

WILLIAM SHAW, PROTHONOTARY

TO: DON M. LLOYD
RR#1 BOX 14, LOCUST ST.
COALPORT, PA 16627

SHERRY ANN LLOYD
RD# 1 MAIN STREET
COAL PORT, PA 16627

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION F/K/A FIRST
UNION NATIONAL BANK OF
DELAWARE

Plaintiff,

v.

DON M. LLOYD (Mortgagor and Record
Owner) and SHERRY ANN LLOYD
(Mortgagor)

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 03-985-CD

NOTICE PURSUANT TO RULE 236

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-captioned proceeding as indicated below.

William Shaw, Prothonotary

[XX] Judgment entered by Default

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

Rob Saltzman, Esquire, Attorney ID #53957
PLUESE, BECKER & SALTZMAN, LLC
905 North Kings Highway
Cherry Hill, NJ 08034
856/667-6440
Attorneys for Plaintiff

FILED

*m 2:09 pm 11/01/03
at 11:01 am 11/01/03
Notified 200 to Def
Sent 1 cc to clerk*
NOV 01 2003

William A. Shaw
Prothonotary

Pluese, Becker & Saltzman, LLC

Attorneys At Law
905 North Kings Highway
Cherry Hill, NJ 08034
Rob Saltzman, Esquire
Attorney ID NO.: 53957
856/667-6440
Attorney for Plaintiff
78077

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION F/K/A FIRST
UNION NATIONAL BANK OF
DELAWARE

Plaintiff,

v.

DON M. LLOYD (Mortgagor and Record
Owner) and SHERRY ANN LLOYD
(Mortgagor)

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 03-985-CD

**PRAECIPE TO ENTER JUDGMENT
AND
ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter Default Judgment in favor of Plaintiff, Wachovia Bank of Delaware, National Association f/k/a First Union National Bank of Delaware, and against Defendant(s), Don M. Lloyd and Sherry Ann Lloyd, for failure to file an Answer to Plaintiff's Civil Action in Mortgage Foreclosure within twenty (20) days from service thereof.

Service was made on the Defendant(s) by, Sheriff of Clearfield County as follows:

Don M. Lloyd, served July 11, 2003
Sherry Ann Lloyd, served July 11, 2003

WACHOVIA BANK OF DELAWARE

VS.

LLOYD, DON M. & SHERRY ANN

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

14272

03-985-CD

COPY

SHERIFF RETURNS

NOW JULY 11, 2003 AT 11:15 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DON M. LLOYD, DEFENDANT AT RR#1 BOX 14, LOCUST ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BOB WAGNER, BROTHER IN LAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF. SERVED BY: DAVIS/MORGILLO

NOW JULY 11, 2003 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHERRY ANN LLOYD, DEFENDANT AT RD#1 MAIN ST, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY ANN LLOYD A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: DAVIS/MORGILLO

zip code
16627

NOW AUGUST 25, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TENANT/OCCUPANT AT HILL ST., BOX 102, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA. HOUSE IS EMPTY.

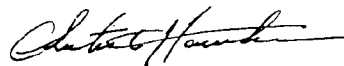
Return Costs

Cost	Description
49.16	SHERIFF HAWKINS PAID BY: ATTY CK# 60928
30.00	SURCHARGE PAID BY: ATTY CK# 60929

Sworn to Before Me This

____ Day Of _____ 2003

So Answers,



Chester A. Hawkins
Sheriff

Assess Damages as follows:

Total Demand in Complaint	\$13,920.76
---------------------------	-------------

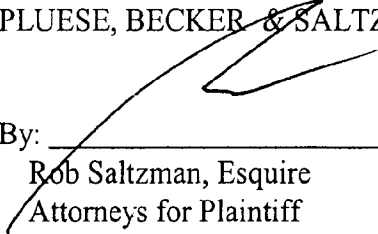
Interest due and owing at the rate of \$1.90 per diem from July 8, 2003 to

October 24, 2003	\$205.20
------------------	----------

TOTAL JUDGMENT TO BE ENTERED

\$14,125.96

PLUESE, BECKER & SALTZMAN, LLC

By: 
Rob Saltzman, Esquire
Attorneys for Plaintiff

Pluese, Becker & Saltzman, LLC

Attorneys At Law
905 North Kings Highway
Cherry Hill, NJ 08034
Rob Saltzman, Esquire
Attorney ID NO.: 53957
856/667-6440
Attorney for Plaintiff
78077

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION F/K/A FIRST
UNION NATIONAL BANK OF
DELAWARE

Plaintiff,

v.

DON M. LLOYD (Mortgagor and Record
Owner) and SHERRY ANN LLOYD
(Mortgagor)

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.: 03-985-CD

CERTIFICATION OF ADDRESSES

I, Peter J. Bodine, Paralegal, of the Law Firm of Pluese, Becker & Saltzman, LLC, Attorney for Plaintiff, Wachovia Bank of Delaware, National Association f/k/a First Union Bank of Delaware, hereby certify that the Plaintiff's correct address is 1100 Corporate Center Drive, Raleigh, NC 27607, and the last known address of each Defendant is as below.

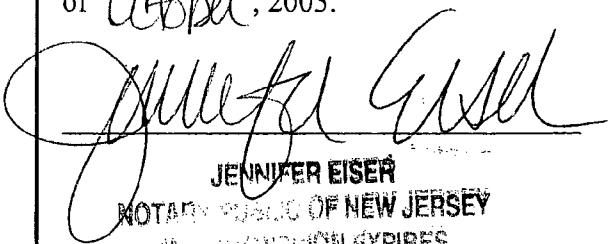
Don M. Lloyd, RR 1, Box 14 Locust Street, Coalport, PA 16627
Sherry Ann Lloyd, RD 1 Main Street, Coalport, PA 16627

I certify that the foregoing information is true and correct to the best of my knowledge, information and belief.

Sworn to and Subscribed before
me this 27 day
of October, 2003.

PLUESE, BECKER & SALTZMAN, LLC

By: Peter J. Bodine
Peter J. Bodine, Paralegal


JENNIFER EISER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
12/31/2004

Pluese, Becker & Saltzman, LLC

Attorneys At Law
905 North Kings Highway
Cherry Hill, NJ 08034
856/667-6440
Rob Saltzman, Esquire
Attorney ID No.: 53957
Attorney for Plaintiff
78077

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION F/K/A FIRST
UNION NATIONAL BANK OF
DELAWARE

Plaintiff,

v.

DON M. LLOYD (Mortgagor and Record
Owner) and SHERRY ANN LLOYD
(Mortgagor)

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 03-985-CD

**AFFIDAVIT
OF
NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA

S.S.


COUNTY OF CLEARFIELD:

I, Rob Saltzman, Esquire, being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained either by or on behalf of the Plaintiff herein named and that such investigations and/or records indicate that the above-named Defendant(s) is/are not in the Military or Naval Service of the United States of America or its Allies as defined by 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:

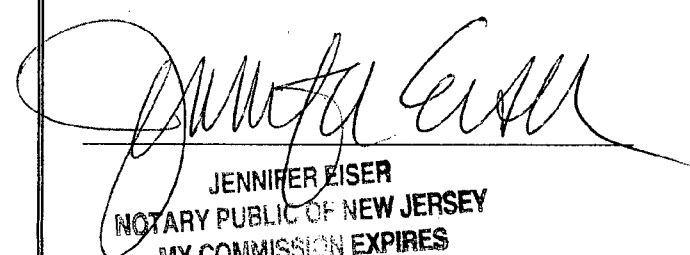
Defendant: Don M. Lloyd
Age: Over 18
Residence: RR 1, Box 14 Locust Street, Coalport, PA 16627
Employment: Unknown

Defendant: Sherry Ann Lloyd
Age: Over 18
Residence: RD 1 Main Street, Coalport, PA 16627
Employment: Unknown

PLUESE, BECKER & SALTZMAN, LLC

By: 
Rob Saltzman, Esquire
Attorney ID No.: 53957

Sworn to and subscribed before me
this 27 day of October, 2003.


JENNIFER EISER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
2/10/2004

Pluese, Becker & Saltzman, LLC

Attorneys At Law

905 N. Kings Highway

Cherry Hill, NJ 08034

856/667-6440

Rob Saltzman, Esquire

Attorney ID No.: 53957

Attorneys for Plaintiff

78077

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION F/K/A FIRST
UNION BANK OF DELAWARE

Plaintiff,

v.

DON M. LLOYD (Mortgagor and Record
Owner) and SHERRY ANN LLOYD
(Mortgagor)

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.: 03-985-CD


**CERTIFICATION
OF
MAILING**

I, Peter J. Bodine, Paralegal, of the Law Firm of Pluese, , Becker & Saltzman, LLC, Attorneys for Plaintiff, hereby certify that I forwarded to the following Defendant(s) on the date(s) listed, by regular mail, a copy of the Notice of Intention to take Default Judgment, Rule 237.1:

Don M. Lloyd, RR 1, Box 14 Locust Street, Coalport, PA 16227

Sherry Ann Lloyd, RD 1 Main Street, Coalport, PA 16627

PLUESE, BECKER & SALTZMAN, LLC

By: 
Peter J. Bodine, Paralegal

Pluese, Becker & Saltzman
The Mortgage Foreclosure Division of
Katz, Ettin & Levine
Rob Saltzman, Esquire
Attorney Identification No.: 53957
905 N. Kings Highway
Cherry Hill, NJ 08034
(856) 667-6440
Attorney for Plaintiff
78077

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION f/k/a FIRST
UNION BANK OF DELAWARE
Plaintiff,

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Court No. 03-985-CD

v.

DON M. LLOYD (Mortgagor and Record
Owner) and SHERRY ANN LLOYD
(Mortgagor)

Defendant(s).

NOTICE OF INTENTION TO TAKE DEFAULT UNDER Pa. R.C.P. 237.1

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 asserted against you. Unless you act within ten (10) days from the date of this Notice as set forth below, a Judgment may be entered against you without a hearing and you may lose your property or other important rights and may be liable for money damages. You should take this Notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

CLEARFIELD COUNTY BAR ASSOCIATION
Pennsylvania Lawyer Referral Service
PO Box 186
Harrisburg, PA 17108
800-692-7375

NOTIFICACION IMPORTANTE

Usted está en incumplimiento de su obligación legal de presentar, ya sea personalmente o por medio de su abogado, una declaración por escrito y por no haber presentado por escrito sus defensas a los cargos que se han presentado en su contra. Si usted no toma acción dentro de diez (10) días de la fecha de esta Notificación, se registrará una sentencia en su contra sin audiencia y usted podrá perder su propiedad u otros derechos importantes y podrá ser responsable por daños monetarios. Usted debe llevar esta Noticia a un abogado enseguida. Si no tiene abogado o no tiene dinero suficiente para tal servicio, vaya en persona o llame por teléfono a la oficina cuyo número se encuentra abajo para conseguir asistencia legal.

CLEARFIELD COUNTY BAR ASSOCIATION

Pennsylvania Lawyer Referral Service

PO Box 186

Harrisburg, PA 17108

800-692-7375

Date of Notice: October 9, 2003

PERSONS SERVED:

Don M. Lloyd

RR1, Box 14 Locust Street

Coalport, PA 16627

Sherry Ann Lloyd

RD 1, Main Street

Coalport, PA 16627

PLUESE, BECKER & SALTZMAN

By: 

Rob Saltzman, Esquire
Attorneys for Plaintiff

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

Wachovia Bank of Delaware, National
Association
Plaintiff(s)

No.: 2003-00985-CD

Real Debt: \$14,125.96

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Don M. Lloyd
Sherry Ann Lloyd
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 3, 2003

Expires: November 3, 2008

Certified from the record this 3rd day of November, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK OF DELAWARE
NATIONAL ASSOCIATION F/K/A
FIRST UNION NATIONAL BANK OF
DELAWARE

CIVIL ACTION

NO: 03-985-CD

Plaintiff

v.

DON M. LLOYD (Mortgagor and Real Owner)
SHERRY ANN LLOYD (Mortgagor)

Defendants

FILED

APR 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

**PRAECIPE FOR WRIT OF EXECUTION IN
MORTGAGE FORECLOSURE**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

1. Directed to the Sheriff of Clearfield County:
2. Against the Defendants in the above-captioned matter
3. And index this writ against the Defendants as follows:

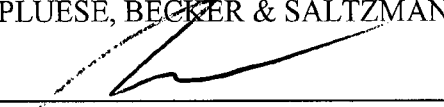
DON M. LLOYD (Mortgagor and Real Owner)
SHERRY ANN LLOYD (Mortgagor)

4. Real Property involved: P O BOX 102 HILL STREET
IRVONA, PA 16656

Amount Due 14,125.96
Interest through 10/29/03 363.48
(Cost to be added)

Respectively submitted, *125.00 Prothonotary costs*

PLUESE, BECKER & SALTZMAN


Rob Saltzman, Esquire

FILED

Atty pd. 20.00

m/11:21:30
APR 08 2004

1cc & 60 w/its w/prop descr.

E to Shff

William A. Shaw
Prothonotary/Clerk of Courts

PLUESE, BECKER & SALTZMAN, LLC

Attorneys At Law

Rob Saltzman, Esquire / I.D. No. 53957

20000 Horizon Way, Suite 900

Mount Laurel, New Jersey 08054

(856) 813-1700

Attorney for Plaintiff

73205

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION F/K/A
FIRST UNION NATIONAL BANK OF
DELAWARE

Plaintiff,

v.

DON M. LLOYD

(MORTGAGOR AND Record Owner)

SHERRY ANN LLOYD

(MORTGAGOR)

Defendant(s).

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 03-985-CD

AFFIDAVIT UNDER Pa R.C.P. RULE 3129

Wachovia Bank of Delaware et al., Plaintiff in the above captioned mortgage foreclosure action, sets forth as of the date the praecipe for the Writ of Execution was filed, the following information concerning the real property located at P O Box 102 Hill St Borough of Irvona, Clearfield County, Pennsylvania, was true and correct to the best of its knowledge, information and belief.

1. Name and address of each Owner and/or Reputed Owner:

Don M. Lloyd

RR 1 Box 14 Locust ST

Coalport, PA 16627

Sherry Ann Lloyd

RD 1 Main Street

Coalport, PA 16627

2. Name and address of each Defendant named in the judgment:

Don M. Lloyd
RR1 Box 14 Locust Street
Coalport, Pa 16627

Sherry Ann Lloyd
RD 1 Main Street
Coalport, PA 16627

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

Domestic Relations
230 E. Market Street
Clearfield, PA 16830

The County of Clearfield
P O BOX 549
Clearfield, Pa 16830

Sapp Brother
P O Box 1290
Clearfield, PA 16830

Tax Collector
P O Box 142
Irvona, Pa 16656

Beccaria, Coalport & Irvona Borough
Municipal Authority
P O Box 388
Irvona, PA 16656

The Count of Clearfield
P O Box 429
Clearafield, PA 16830

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

Wachovia Bank of Delaware et al
(Plaintiff within)
1100 Corporate Center Drive
Raleigh, NC 27607

Citifinancial Incorporated
RD 4 Box 35B
Tyrone, PA 16686

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

None.

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

None

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

Tenant/Occupant
P O Box 102 Hill Street
Irvona, PA 16656

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

Date:

7/7/04

PLUESE, BECKER & SALTZMAN, LLC

BY: _____

Rob Saltzman, Esquire
Attorney I.D. No. 53957

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

COPY

Wachovia Bank of Delaware, National Association,
First Union National Bank of Delaware

Vs.

NO.: 2003-00985-CD

Don M. Lloyd and
Sherry Ann Lloyd

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION, f/k/a First Union National Bank of Delaware, Plaintiff(s) from DON M. LLOYD and SHERRY ANN LLOYD, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$14,125.96
INTEREST through 10/29/03: \$363.48
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 04/08/2004

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

William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Rob Saltzman, Esq.
20000 Horizon Way, Ste. 900
Mount Laurel, NJ 08054
(856) 813-1700

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, situate in the Borough of Irvona, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake in the Westerly line of Stone Street at corner of Lot No. 16, on the hereinafter mentioned Plan of Lots; thence along line of Lot No. 16, North 46 degrees 32 minutes West, 162 feet to a stake on Easterly line of Ferguson Street; thence along said line of Ferguson Street, South 43 degrees 28 minutes West 47 feet to stake at corner of Lot No. 18 on said plan; thence along line of Lot No. 18, South 46 degrees 32 minutes East, 162 feet to a stake on Westerly line of Stone Street; thence along said line of Stone Street North 43 degrees 28 minutes East, 47 feet to said corner of Lot No. 16 and place of beginning. Containing .175 acres and being known as Lot No. 16 on the Swanktown Plan of Lots of Irvona Borough, which said plan is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

UNDER AND SUBJECT to the same exceptions, reservations, restrictions and conditions as exists by virtue of prior recorded instruments, deeds or conveyances.

Being Parcel No. 011-H-17-678-4

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN: BEING the same premises which Don Marvin Lloyd and Sherry Ann Lloyd by Deed dated October 17, 2001 and recorded October 30, 2001 in Instrument #200117430 granted and conveyed unto Don Marvin Lloyd, in fee.

FILED

JUL 14 2004

William A. Shaw
Prothonotary/Clerk of Courts

PLUESE, BECKER & SALTZMAN, LLC

Attorneys At Law

Rob Saltzman, Esquire / I.D. No. 53957

20000 Horizon Way Suite 900

Mt Laurel, New Jersey 08054

(856) 813-1700

Attorney for Plaintiff

WACHOVIA BANK OF DELAWARE
NATIONAL ASSOCIATION F/K/A
FIRST UNION NATION BANK OF
DELAWARE

Plaintiff,

v.

DON M. LLOYD
SHERRY ANN LLOYD
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Docket 03-985-CD

AFFIDAVIT PURSUANT TO Pa R.C.P. 3129.2

Joseph Giuliano, of full age, being duly sworn, deposes and states the following:

1. I am a Legal Assistant with the firm of Pluese, Becker & Saltzman, LLC, local counsel to the Plaintiff in the above-referenced mortgage foreclosure action. I make this Certification predicated upon personal knowledge, matters of record and documents maintained in our firm's file.

2. Diligent efforts have been made to identify all persons/entities holding mortgages, judgments, liens, or other interest in the subject premises of the foreclosure proceeding.

The efforts made include, but are not limited to a review of the Court dockets and those interests or encumbrances disclosed by the records of the Recorder of Deeds Office in the County wherein the subject property is located. Due to circumstances beyond Plaintiff's control, such land records are accurate and report liens or interests recorded through the applicable "cover" or "board" date only, and it is not possible to ascertain the identity of any subordinate lienors whose interests have been recorded after the said cover date.

3. All persons/entities holding mortgages, judgments, liens or other interest in the subject premises, and as limited by the circumstances hereinbefore described, have been provided Notice(s) of Sheriff's Sale. See Exhibit "A", Notice of Sheriff's Sale.

4. The Notice(s) of Sheriff's Sale herein was (were) duly served upon the recipients in accordance with Pennsylvania Rule of Civil Procedure 3129 and/or pursuant to an Order for Alternate Service by posting the subject property and as otherwise stated in the annexed Affidavit of Service. See Proof(s) of Mailing and/or Order and/or Affidavit(s) of Service annexed, collectively marked Exhibit "B."

I hereby declare that the foregoing statements are true and correct to the best of my knowledge, information and belief. I am aware that if the foregoing statements are willfully false, I am subject to punishment.

Respectfully Submitted,

Pluese, Becker & Saltzman, LLC

By: Joseph Giuliano
Joseph Giuliano

Date: July 8, 2004

Sworn to and Subscribed before
me this 12th day
of July, 2004

Alice M. Bores
Notary Public

ALICE M. BORES
NOTARY PUBLIC OF NEW JERSEY
ID# 2314484
MY COMMISSION EXPIRES MAY 5, 2009

EXHIBIT “A”

PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

20000 HORIZON WAY

SUITE 900

MT. LAUREL, NEW JERSEY 08054-4318

(856) 813-1700

FACSIMILE: (856) 813-1720

ROB SALTZMAN ♦

RSaltzman@pbbslaw.org

SANFORD J. BECKER

SBecker@pbbslaw.org

ROBERT T. PLUESE

RPluese@pbbslaw.org

ROBERT F. THOMAS ♦

RThomas@pbbslaw.org

PENNSYLVANIA OFFICE:

425 COMMERCE DRIVE, SUITE 100

FORT WASHINGTON, PA. 19034

(215) 546-3205

OF COUNSEL:

The Law Offices of Barbara A. Fein, P.C. ♦

♦ PA and NJ Bars

Please reply to:
Mt. Laurel, New Jersey

Our File #78077

May 19, 2004

NOTICE OF CLEARFIELD COUNTY SHERIFF'S SALE

To: All Interested Parties, identified in the Annexed Affidavit

Re: Wachovia Bank of Delaware et al v. Don M. Lloyd & Sherry Ann Lloyd
[Property Owners]

Docket No.03-985D

Property: P O Box 102 Hill Street Irvona, Pa 16656

Please be advised that the above-referenced property (and any improvements thereon) is scheduled to be sold by the Clearfield County Sheriff's Department on July 02, 2004 at 10:00 AM., at the Clearfield County Sheriff's Office, Courthouse, 230 E. Market Street Clearfield, PA. This sale is scheduled pursuant to a Final Judgment in Mortgage Foreclosure entered in the amount of \$14,125.96 in the Court of Common Pleas for Clearfield County.

Our records indicate that you may have an interest in or judgment encumbering the mortgaged property which may be extinguished (removed) by the sale. You may wish to attend the sale or otherwise act to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after the sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule. You may call the Clearfield County Sheriff's Department at 814-765-2631 for the date on which the distribution schedule will be posted.

Sincerely,

PLUESE, BECKER & SALTZMAN

BY:

ROB SALTZMAN

Rob Saltzman, Esquire
Attorney for Plaintiff

EXHIBIT "B"

Name and Address of Sender

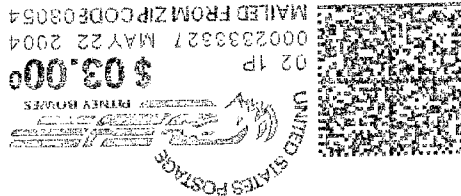
PLEUSE, BECKER & SALTZMAN
2000 HORIZON WAY SUITE 900
MT LAUREL, NEW JERSEY 08054

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional
copies of this bill)
Postmark and
Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. 11-040 78077	Don M. Lloyd RR 1 Box 14 Locust ST Coalport, PA 16627											
2.	Sherry Ann Lloyd RD 1 Main Street Coalport, PA 16627											
3.	Domestic Relations 230 E. Market Street Clearfield, PA 16830											
4.	The County of Clearfield P O BOX 549 Clearfield, Pa 16830											
5.	Sapp Brothers P.O. Box 1260 Clearfield, PA 16830											
6.	Tax Collector P O Box 142 Irvona, Pa 16656											
7.	Beccaria, Coalport & Irvona Borough Municipal Authority P O Box 388 Irvona, PA 16656											
8.	The County of Clearfield P O Box 429 PA 16830 CLEARFIELD											
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		See Privacy Act Statement on Reverse								



Name and Address of Sender

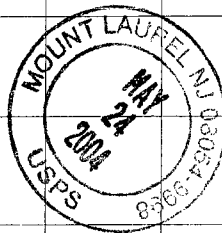
PLEUSE, BECKER & SALTZMAN
2000 HORIZON WAY SUITE 900
MT LAUREL, NEW JERSEY 08054

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional
copies of this bill)
Postmark and
Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. 22040 78077	Citifinancial Incorporated RD 4 Box 355 Tyrone, PA 16686										
2.	Tenant/Occupant P O Box 102 Hill Street Irvington, PA 16656										
3.											
4.											
5.											
6.											
7.											
8.											



Total Number of Pieces Listed by Sender

Postmaster, Per (Name of receiving employee)

Total Number of Pieces Received at Post Office

See Privacy Act Statement on Reverse

FILED ¹⁰ ac
m/a: 33 ~~20~~
JUL 14 2004
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15673
NO: 03-985-CD

PLAINTIFF: WACHOVIA BANK OF DELEWARE, NATIONAL ASSOICATION, FIRST UNION NATIONAL BANK OF DE
vs.
DEFENDANT: LLOYD, DON M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/08/2004

LEVY TAKEN 06/16/2004 @ 2:22 PM

POSTED 06/16/2004 @ 2:22 PM

SALE HELD 10/01/2004

SOLD TO WACHOVIA BANK OF DELAWARE NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL
BANK OF DELAWARE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 01/20/2004

DATE DEED FILED 01/20/2005

FILED

64 01:56 PM
JAN 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

07/16/2004 @ 2:10 PM SERVED DON M. LLOYD

CAMBRIA COUNTY SERVED DON M. LLOYD, DEFENDANT, BY HANDING TO SAM LLOYD, BRTOHER/ADULT IN
CHARGE AT 279 EXECUTIVE DR. FALLENTIMBER PA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE
LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

06/17/2004 @ 10:50 AM SERVED SHERRY ANN LLOYD

SERVED SHERRY ANN LLOYD, DEFENDANT, AT HER RESIDENCE RD #1, MAIN STREET, COALPORT,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY ANN LLOYD

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE
LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

@ SERVED TENANT/OCCUPANT

HOUSE EMPTY NOT SERVED

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE
LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15673
NO: 03-985-CD

PLAINTIFF: WACHOVIA BANK OF DELEWARE, NATIONAL ASSOICATION, FIRST UNION NATIONAL BANK OF DE
vs.
DEFENDANT: LLOYD, DON M.

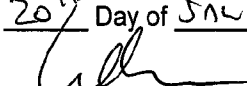
WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN



SHERIFF HAWKINS \$271.43

SURCHARGE \$60.00 PAID BY ATTORNEY

Sworn to Before Me This

20th Day of JAN 2005


So Answers,



Chester A. Hawkins
Sheriff

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

Wachovia Bank of Delaware, National Association,
First Union National Bank of Delaware

Vs.

NO.: 2003-00985-CD

Don M. Lloyd and
Sherry Ann Lloyd

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION, f/k/a First Union National Bank of Delaware, Plaintiff(s) from DON M. LLOYD and SHERRY ANN LLOYD, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

See Attached Description

- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

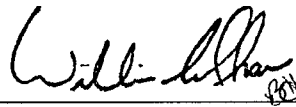
Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$14,125.96
INTEREST through 10/29/03: \$363.48
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 04/08/2004

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



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 8th day
of April A.D. 2004
At 3:00 A.M./P.M.

Charles A. Hankins
Sheriff by Cynthia Bitter-Coughenough

Requesting Party: Rob Saltzman, Esq.
20000 Horizon Way, Ste. 900
Mount Laurel, NJ 08054
(856) 813-1700

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, situate in the Borough of Irvona, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake in the Westerly line of Stone Street at corner of Lot No. 16, on the hereinafter mentioned Plan of Lots; thence along line of Lot No. 16, North 46 degrees 32 minutes West, 162 feet to a stake on Easterly line of Ferguson Street; thence along said line of Ferguson Street, South 43 degrees 28 minutes West 47 feet to stake at corner of Lot No. 18 on said plan; thence along line of Lot No. 18, South 46 degrees 32 minutes East, 162 feet to a stake on Westerly line of Stone Street; thence along said line of Stone Street North 43 degrees 28 minutes East, 47 feet to said corner of Lot No. 16 and place of beginning. Containing .175 acres and being known as Lot No. 16 on the Swanktown Plan of Lots of Irvona Borough, which said plan is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

UNDER AND SUBJECT to the same exceptions, reservations, restrictions and conditions as exists by virtue of prior recorded instruments, deeds or conveyances.

Being Parcel No. 011-H-17-678-4

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN: BEING the same premises which Don Marvin Lloyd and Sherry Ann Lloyd by Deed dated October 17, 2001 and recorded October 30, 2001 in Instrument #200117430 granted and conveyed unto Don Marvin Lloyd, in fee.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DON M. LLOYD NO. 03-985-CD

NOW, January 20, 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 October 01, 2004, I exposed the within described real estate of Lloyd, Don M. to public venue or outcry at which time and place I sold the same to WACHOVIA BANK OF DELAWARE NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	21.00
LEVY	15.00
MILEAGE	20.25
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT \$1.00	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	25.00
CONTINUED SALES	
MISCELLANEOUS	

TOTAL SHERIFF COSTS \$271.43

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00

TOTAL DEED COSTS \$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	14,125.96
INTEREST @ %	0.00
FROM TO 10/01/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	363.48
MISCELLANEOUS	

TOTAL DEBT AND INTEREST \$14,549.44

COSTS:

ADVERTISING	378.84
TAXES - COLLECTOR	
TAXES - TAX CLAIM	436.99
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	271.43
LEGAL JOURNAL COSTS	189.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS \$1,575.26

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

PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

ROB SALTZMAN ♦
RSaltzman@pbslaw.org**SANFORD J. BECKER**
SBecker@pbslaw.org**ROBERT T. PLUESE**
RPluese@pbslaw.org**ROBERT F. THOMAS ♦**
RThomas@pbslaw.org20000 HORIZON WAY
SUITE 900
MT. LAUREL, NEW JERSEY 08054-4318
(856) 813-1700
FACSIMILE: (856) 813-1720PENNSYLVANIA OFFICE:
425 COMMERCE DRIVE, SUITE 100
FORT WASHINGTON, PA. 19034
(215) 546-3205**OF COUNSEL:**Katz, Ettin & Levine, P.C.
The Law Offices of Barbara A. Fein, P.C. ♦

♦ PA and NJ Bars

Please reply to:
Mt. Laurel, New Jersey**TELECOPIER TRANSMITTAL SHEET**

DATE: August 3, 2004
TO: Cindy
COMPANY: Clearfield County Sheriff's Office
FAX NO.: 1-814-765-5915
FROM: Joseph Giuliano, Legal Assistant to Rob Saltzman
SENDER'S FAX NO.: 1-856-813-1720

RE: Wachovia Bank et al vs. Don M. Lloyd and Sherry Ann Lloyd
Property: P.O. Box 102 Hill Street, Irvona, PA 16656
Docket #: 03-985-CD

NUMBER OF PAGES INCLUDING COVER SHEET: 1

Dear Cindy:**Please postpone the above referenced sale to the October 1, 2004 sale date.****If you are in need of any further information, please feel free to contact me at (856) 813-1700 ext. 241.****CONFIDENTIALITY NOTE**

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CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

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

ROBERT SNYDER
CHIEF DEPUTY
CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WACHOVIA BANK OF DELAWARE, NATIONAL
ASSOCIATION, FIRST UNION NATIONAL BANK OF
DELAWARE

vs

DON M. LLOYD AND SHERRY ANN LLOYD

TERM & NO. 03-985-CD

DOCUMENTS TO BE SERVED:

NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY:

ASAP

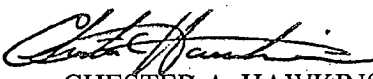
MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE

SERVE: DON M. LLOYD

ADDRESS: ROBERT & CHRISTINE WAGNER RESIDENCE, 279 EXECUTIVE DRIVE, FALLEN TIMBER,
PA 16639

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD
COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CAMBRIA COUNTY
PENNSYLVANIA to execute this writ. This Deputation being made at the request and risk of the Plaintiff this
29TH Day of JUNE 2004.

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

CASE # PLAINTIFF
90180-04 WACHOVIA BANK 03-985
DATE 7/16/04

DEFENDANT
LLOYD, DON

AT 14:10 HRS. SERVED THE NOTICE OF SALE, WRIT OF EXECUTION,
AND SHERIFF LEVY SHEET UPON DON LLOYD BY HANDING A TRUE
AND ATTESTED COPIES THEREOF TO SAM LLOYD, BROTHER OF DON
LLOYD, HE BEING THE PERSON IN CHARGE AT 279 EXECUTIVE DR.
FALLENTIMBER, PA. AND MAKING CONTENTS THEREOF KNOWN TO HIM.
MY COSTS PAID BY ATTORNEY FOR PLAINTIFF.

.
SHERIFF COSTS 48.75
PROTHONOTARY 3.00
TOTAL COSTS 51.75
.

SO ANSWERS,

Bob Kolar

BOB KOLAR, SHERIFF

.
SWORN AND SUBSCRIBED TO BEFORE ME THIS 21ST DAY OF JULY, 04.

. PROTHONOTARY *Patty Berkebile*

7/21/04

**BOB KOLAR, SHERIFF
CAMBRIA COUNTY
PENNSYLVANIA**

NJ 08034-0000

[illegible]