

03-1125-CD

NATIONAL CITY MORTGAGE CO. vs. ROBIN M. LUMADUE

GOLDBECK McCAFFERTY & MCKEEVER

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

03-1125-LD

NATIONAL CITY MORTGAGE COMPANY
PO Box 1820
Dayton, OH 45401-1820

Plaintiff

vs.

ROBIN M. LUMADUE A/K/A ROBIN M. ANTES
Mortagor(s) and Real Owner(s)

RR 1 Box 646
Mahaffey, PA 15757

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
**CIVIL ACTION: MORTGAGE
FORECLOSURE**

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

NOTICE

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

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

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

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

A V I S O

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

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEMENTE.

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

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Clearfield, PA 16830
814-765-9646

FILED

AUG 04 2003

William A. Shaw
Prothonotary

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is NATIONAL CITY MORTGAGE COMPANY, PO Box 1820, Dayton, OH 45401-1820.
2. The name(s) and address(es) of the Defendant(s) is/are ROBIN M. LUMADUE A/K/A ROBIN M. ANTES, 556 Lumber City Highway, Mahaffey, PA 15757, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On June 29, 1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NATIONAL CITY BANK OF PENNSYLVANIA, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book 1945 Page 299. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to:

NATIONAL CITY MORTGAGE COMPANY by Assignment of Mortgage dated June 29, 1998 as Book 1945 Page 307; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$57,664.72
Interest from 02/01/2003	\$2,101.41
through 07/31/2003 at 7.2500%	
Per Diem interest rate at \$11.61	
Attorney's Fee at 5.0% of Principal Balance	\$2,883.24
Late Charges from 03/01/2003 to 07/31/2003	\$113.94
Monthly late charge amount at \$22.79	
Costs of suit and Title Search	\$900.00

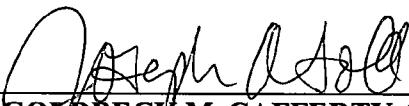
Advances for Taxes	\$63,663.31
Pro Rata PMI	+\$292.14
NSF Charges	+\$57.90
Recordation Fees	+\$42.79
Monthly Escrow amount \$107.51	+\$28.50

	\$64,084.64

7. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale reasonable Attorney's Fees will be charged based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s).

attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$64,084.64, together with interest at the rate of \$11.61, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

GOLDBECK McCAFFERTY & McKEEVER

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

VERIFICATION

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

Date: 7-31-03

Laura Cauper

NATIONAL CITY MORTGAGE COMPANY
Laura Cauper Authorized Signer

ALL that certain piece or parcel of land situate in Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on right-of-way of PA Route 969, southern side of highway approximately 68 feet from its centerline and on line of U.S. Government Property to the West; thence from said iron pin South 1 degree 15 minutes West 40.00 feet to an iron pin; thence still by U. S. Government South 88 degrees 00 minutes West 50.00 feet to an iron pin on East side of earthen road approximately 21.0 feet from its centerline; thence along U. S. Government and right-of-way East of earthen road used as access by said U.S. Government South 1 degrees 15 minutes West 295.00 feet to an iron pin on line now or formerly of Benjamin Lingle; thence by same North 88 degrees 00 minutes East 50.00 feet to an iron pin; thence still by Benjamin Lingle South 85 degrees 45 minutes East 245.00 feet to an iron pin; thence still by Benjamin Lingle North 1 degree 15 minutes 295.00 feet to an iron pin on right-of-way of Railroad Sidings said iron pin being also approximately 96.0 feet from centerline of PA Route 969; thence along Railroad Sidings and approximately parallel to PA Route 969, North 85 degrees 45 minutes West 215.00 feet to an iron pin; thence still by Railroad Siding area North 1 degree 15 minutes East 40.00 feet to an iron pin on right-of-way on Southern side of PA Route 969; thence by said south right-of-way north 85 degrees 45 minutes West 30.00 feet to place of beginning. Containing 2.0225 acres by coordinate calculation.

ALSO GRANTING and CONVEYING to the Grantees herein, their heirs, executors and assigns, a perpetual right-of-way over the following described premises:

BEGINNING at the Northeast corner of Tract No. 517, heretofore condemned or taken by the United States of America for project known as Curwensville Reservoir, on line of Route No. 969; thence along line of Route 969 in an easterly direction thirty (30) feet to a pin; thence in a southerly direction and being parallel to the eastern line of Tract No. 517, a distance of forty (40) feet, more or less, to line of land purchased by Enlo Johnston and Kathleen Johnston from Charles Wesley Gearhart by deed dated May 4,

1963; thence along line of said land in a westerly direction, thirty (30) feet to the southeast corner of Tract No. 517, as aforesaid; thence along eastern line of Tract No. 157, forty (40) feet, more or less, to a point on the line of Route No. 969 and place of beginning.

This right-of-way is subject, nevertheless, to the condition that no coal or clay shall be hauled or transported over the same from the premises of Enlo Johnston and Kathleen Johnston, or any other premises not owned or occupied by H. S. Ale or the Good Clay and Coal Company, and this restriction is hereby accepted by the Grantees as to the use of said right-of-way for themselves, their heirs and assigns.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 117-E11-34.3.

BEING the same premises conveyed to the Mortgagor herein by deed of Randall K. Brewer and Dawn Ranea Brewer dated June 25, 1998 and to be recorded herewith.

National City Mortgage

National City Mortgage Co.
3232 Newmark Drive • Miamisburg, Ohio 45342
Telephone (937) 910-1200

Mailing Address:
P.O. Box 1820
Dayton, Ohio 45401-1820

May 29, 2003

Robin M Lumadue
Rr 1 Box 646
Mahaffey PA 15757

EXHIBIT A

Loan No. 902317-0

Current Servicer: National City Mortgage

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

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

Rr 1 Box 646
Mahaffey PA 15757

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)
3/1/2003 - 5/1/2003
and the following amount(s) are now past due:

Monthly Payments	1,689.63
Late Charges	68.37
Non-Sufficient Funds	42.79
Less Suspense Balance	.00-
Total Due	1,800.79

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

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30) days
HOW TO CURE THE DEFAULT

of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$ 1,800.79, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

National City Mortgage
Attn: Customer Counseling Department
3232 Newmark Dr.
Miamisburg, OH 45342

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

National City[®]

Mortgage

National City Mortgage Co.
3232 Newmark Drive • Miamisburg, Ohio 45342
Telephone (937) 910-1200

Mailing Address:
P.O. Box 1820
Dayton, Ohio 45401-1820

May 29, 2003

Robin M Lumadue
556 Lumber City Hwy
Mahaffey PA 15757

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National City Mortgage
Attn: Customer Counseling Department
3232 Newmark Dr.
Miamisburg, OH 45342

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

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 MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.
The name, address and phone number of Consumer Credit Counseling Agencies serving your County are included with 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.

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

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

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

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

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

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

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

AGENCY ACTION – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

- The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.) **IF YOU DO NOT CURE THE DEFAULT (see page 1)** – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgage property.

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

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

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

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

HOW TO CONTACT THE LENDER: Name of Lender: National City Mortgage

Address: 3232 Newmark Dr. Miamisburg OH 45342

Phone Number: 1-800-523-8654 **Fax Number:** (937) 910-4057

Contact Person: COLLECTIONS DEPT.

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 furnishing and other belongings could be started by the lender at any time.~~

ASSUMPTION OF MORTGAGE – You may or may not be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied. For additional information please contact the Collection Dept.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY MORTGAGE COMPANY

VS.

LUMADUE, ROBIN M. a/k/a ROBIN M. ANTES

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14389

03-1125-CD

SHERIFF RETURNS

NOW SEPTEMBER 2, 2003 AT 10:33 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBIN M. LUMADUE a/k/a ROBIN M. ANTES, DEFENDANT AT RESIDENCE, RR#1 BOX 646, MAHAFFEY a/k/a 556 LUMBER CITY HIGHWAY, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBIN M LUMADUE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING.

Return Costs

Cost	Description
34.21	SHERIFF HAWKINS PAID BY: ATT CK# 181417
10.00	SURCHARGE PAID BY: ATTY CK# 181418

Sworn to Before Me This

19 Day Of Sept. 2003

CJH

So Answers,

*Chester A. Hawkins
My Manly Name*

Chester A. Hawkins

Sheriff

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

FILED
SEP 19 2003
6/4/03
William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER
BY: JOSEPH A. GOLDBECK, JR.
ATTORNEY I.D. #16132
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ATTORNEY FOR PLAINTIFF

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

COPY

03-1125-4

NATIONAL CITY MORTGAGE COMPANY
PO Box 1820
Dayton, OH 45401-1820

Plaintiff

vs.

ROBIN M. LUMADUE A/K/A ROBIN M. ANTES
Mortgagor(s) and Real Owner(s)

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OF Clearfield COUNTY

CIVIL ACTION - LAW

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

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Aviso

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

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

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

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

AUG 04 2003

Attest.

William L. Chan
Prothonotary/
Clerk of Courts

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

1. Plaintiff is NATIONAL CITY MORTGAGE COMPANY, PO Box 1820, Dayton, OH 45401-1820.
2. The name(s) and address(es) of the Defendant(s) is/are ROBIN M. LUMADUE A/K/A ROBIN M. ANTES, 556 Lumber City Highway, Mahaffey, PA 15757, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On June 29, 1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NATIONAL CITY BANK OF PENNSYLVANIA, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book 1945 Page 299. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to:

NATIONAL CITY MORTGAGE COMPANY by Assignment of Mortgage dated June 29, 1998 as Book 1945 Page 307; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

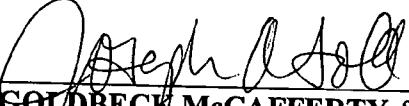
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$57,664.72
Interest from 02/01/2003	\$2,101.41
through 07/31/2003 at 7.2500%	
Per Diem interest rate at \$11.61	
Attorney's Fee at 5.0% of Principal Balance	\$2,883.24
Late Charges from 03/01/2003 to 07/31/2003	\$113.94
Monthly late charge amount at \$22.79	
Costs of suit and Title Search	\$900.00
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Advances for Taxes	\$63,663.31
Pro Rata PMI	+\$292.14
NSF Charges	+\$57.90
Recordation Fees	+\$42.79
Monthly Escrow amount \$107.51	+\$28.50
	<hr/>
	\$64,084.64

7. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale reasonable Attorney's Fees will be charged based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s)

attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$64,084.64, together with interest at the rate of \$11.61, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

GOLDBECK McCAFFERTY & McKEEVER

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

VERIFICATION

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

Date: 7-31-03

Laura Cauper
NATIONAL CITY MORTGAGE COMPANY
Laura Cauper Authorized Signer

ALL that certain piece or parcel of land situate in Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on right-of-way of PA Route 969, southern side of highway approximately 68 feet from its centerline and on line of U.S. Government Property to the West; thence from said iron pin South 1 degree 15 minutes West 40.00 feet to an iron pin; thence still by U. S. Government South 88 degrees 00 minutes West 50.00 feet to an iron pin on East side of earthen road approximately 21.0 feet from its centerline; thence along U. S. Government and right-of-way East of earthen road used as access by said U.S. Government South 1 degrees 15 minutes West 295.00 feet to an iron pin on line now or formerly of Benjamin Lingle; thence by same North 88 degrees 00 minutes East 50.00 feet to an iron pin; thence still by Benjamin Lingle South 85 degrees 45 minutes East 245.00 feet to an iron pin; thence still by Benjamin Lingle North 1 degree 15 minutes 295.00 feet to an iron pin on right-of-way of Railroad Sidings said iron pin being also approximately 96.0 feet from centerline of PA Route 969; thence along Railroad Sidings and approximately parallel to PA Route 969, North 85 degrees 45 minutes West 215.00 feet to an iron pin; thence still by Railroad Siding area North 1 degree 15 minutes East 40.00 feet to an iron pin on right-of-way on Southern side of PA Route 969; thence by said south right-of-way north 85 degrees 45 minutes West 30.00 feet to place of beginning. Containing 2.0225 acres by coordinate calculation.

ALSO GRANTING and CONVEYING to the Grantees herein, their heirs, executors and assigns, a perpetual right-of-way over the following described premises:

BEGINNING at the Northeast corner of Tract No. 517, heretofore condemned or taken by the United States of America for project known as Curwensville Reservoir, on line of Route No. 969; thence along line of Route 969 in an easterly direction thirty (30) feet to a pin; thence in a southerly direction and being parallel to the eastern line of Tract No. 517, a distance of forty (40) feet, more or less, to line of land purchased by Enlo Johnston and Kathleen Johnston from Charles Wesley Gearhart by deed dated May 4,

1963; thence along line of said land in a westerly direction, thirty (30) feet to the southeast corner of Tract No. 517, as aforesaid; thence along eastern line of Tract No. 157, forty (40) feet, more or less, to a point on the line of Route No. 969 and place of beginning.

This right-of-way is subject, nevertheless, to the condition that no coal or clay shall be hauled or transported over the same from the premises of Enlo Johnston and Kathleen Johnston, or any other premises not owned or occupied by H. S. Ale or the Good Clay and Coal Company, and this restriction is hereby accepted by the Grantees as to the use of said right-of-way for themselves, their heirs and assigns.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 117-E11-34.3.

BEING the same premises conveyed to the Mortgagor herein by deed of Randall K. Brewer and Dawn Ranea Brewer dated June 25, 1998 and to be recorded herewith.

National City Mortgage

National City Mortgage Co.
3232 Newmark Drive • Miamisburg, Ohio 45342
Telephone (937) 910-1200

Mailing Address:
P.O. Box 1820
Dayton, Ohio 45401-1820

May 29, 2003

Robin M Lumadue
Rr 1 Box 646
Mahaffey PA 15757

EXHIBIT A

Loan No. 902317-0

Current Servicer: National City Mortgage

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

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

Rr 1 Box 646
Mahaffey PA 15757

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s) 3/1/2003 - 5/1/2003
and the following amount(s) are now past due:

Monthly Payments	1,689.63
Late Charges	68.37
Non-Sufficient Funds	42.79
Less Suspense Balance	.00-
Total Due	1,800.79

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

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30) days
HOW TO CURE THE DEFAULT

of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,800.79, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

National City Mortgage
Attn: Customer Counseling Department
3232 Newmark Dr.
Miamisburg, OH 45342

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

National City[®]

Mortgage

National City Mortgage Co.
3232 Newmark Drive • Miamisburg, Ohio 45342
Telephone (937) 910-1200

Mailing Address:
P.O. Box 1820
Dayton, Ohio 45401-1820

May 29, 2003

Robin M Lumadue
556 Lumber City Hwy
Mahaffey PA 15757

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National City Mortgage
Attn: Customer Counseling Department
3232 Newmark Dr.
Miamisburg, OH 45342

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

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 MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.
The name, address and phone number of Consumer Credit Counseling Agencies serving your County are included with 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.

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

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

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

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

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

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

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

AGENCY ACTION – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.) **IF YOU DO NOT CURE THE DEFAULT (see page 1)** – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgage property.

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

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

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

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

HOW TO CONTACT THE LENDER: Name of Lender: National City Mortgage

Address: 3232 Newmark Dr. Miamisburg OH 45342

Phone Number: 1-800-523-8654 Fax Number: (937) 910-4057

Contact Person: COLLECTIONS DEPT.

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 furnishing and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE – You may or may not be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied. For additional information please contact the Collection Dept.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

GOLDBECK McCAFFERTY & MCKEEVER

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

COPY

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

03-1125-CJ

NATIONAL CITY MORTGAGE COMPANY
PO Box 1820
Dayton, OH 45401-1820

Plaintiff

vs.

ROBIN M. LUMADUE A/K/A ROBIN M. ANTES
Mortgagor(s) and Real Owner(s)

RR 1 Box 646
Mahaffey, PA 15757

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
**CIVIL ACTION: MORTGAGE
FORECLOSURE**

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

NOTICE

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

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

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

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

Aviso

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

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

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

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

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

AUG 04 2003

Attest.

William L. Lohr
Prothonotary
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

I HEREBY CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY

OF THE ORIGINAL FILED

PO Box 1820, Dayton, OH 45401-1820.

1. Plaintiff is NATIONAL CITY MORTGAGE COMPANY, PO Box 1820, Dayton, OH 45401-1820.
2. The name(s) and address(es) of the Defendant(s) is/are ROBIN M. LUMADUE A/K/A ROBIN M. ANTES, 556 Lumber City Highway, Mahaffey, PA 15757, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On June 29, 1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to NATIONAL CITY BANK OF PENNSYLVANIA, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book 1945 Page 299. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to:

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4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due March 01, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

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through 07/31/2003 at 7.2500%	
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attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

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By: 

GOLDBECK McCAFFERTY & McKEEVER

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

VERIFICATION

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

Date: 7-31-03

Laura Cauper
NATIONAL CITY MORTGAGE COMPANY
Laura Cauper Authorized Signer

ALL that certain piece or parcel of land situate in Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on right-of-way of PA Route 969, southern side of highway approximately 68 feet from its centerline and on line of U.S. Government Property to the West; thence from said iron pin South 1 degree 15 minutes West 40.00 feet to an iron pin; thence still by U. S. Government South 88 degrees 00 minutes West 50.00 feet to an iron pin on East side of earthen road approximately 21.0 feet from its centerline; thence along U. S. Government and right-of-way East of earthen road used as access by said U.S. Government South 1 degrees 15 minutes West 295.00 feet to an iron pin on line now or formerly of Benjamin Lingle; thence by same North 88 degrees 00 minutes East 50.00 feet to an iron pin; thence still by Benjamin Lingle South 85 degrees 45 minutes East 245.00 feet to an iron pin; thence still by Benjamin Lingle North 1 degree 15 minutes 295.00 feet to an iron pin on right-of-way of Railroad Sidings said iron pin being also approximately 96.0 feet from centerline of PA Route 969; thence along Railroad Sidings and approximately parallel to PA Route 969, North 85 degrees 45 minutes West 215.00 feet to an iron pin; thence still by Railroad Siding area North 1 degree 15 minutes East 40.00 feet to an iron pin on right-of-way on Southern side of PA Route 969; thence by said south right-of-way north 85 degrees 45 minutes West 30.00 feet to place of beginning. Containing 2.0225 acres by coordinate calculation.

ALSO GRANTING and CONVEYING to the Grantees herein, their heirs, executors and assigns, a perpetual right-of-way over the following described premises:

BEGINNING at the Northeast corner of Tract No. 517, heretofore condemned or taken by the United States of America for project known as Curwensville Reservoir, on line of Route No. 969; thence along line of Route 969 in an easterly direction thirty (30) feet to a pin; thence in a southerly direction and being parallel to the eastern line of Tract No. 517, a distance of forty (40) feet, more or less, to line of land purchased by Enlo Johnston and Kathleen Johnston from Charles Wesley Gearhart by deed dated May 4,

1963; thence along line of said land in a westerly direction, thirty (30) feet to the southeast corner of Tract No. 517, as aforesaid; thence along eastern line of Tract No. 157, forty (40) feet, more or less, to a point on the line of Route No. 969 and place of beginning.

This right-of-way is subject, nevertheless, to the condition that no coal or clay shall be hauled or transported over the same from the premises of Enlo Johnston and Kathleen Johnston, or any other premises not owned or occupied by H. S. Ale or the Good Clay and Coal Company, and this restriction is hereby accepted by the Grantees as to the use of said right-of-way for themselves, their heirs and assigns.

BEING identified in the Clearfield County Mapping and Assessment Office as Map No. 117-E11-34.3.

BEING the same premises conveyed to the Mortgagor herein by deed of Randall K. Brewer and Dawn Ranea Brewer dated June 25, 1998 and to be recorded herewith.

May 29, 2003

Robin M Lumadue
Rr 1 Box 646
Mahaffey PA 15757

EXHIBIT A

Loan No. 902317-0

Current Servicer: National City Mortgage

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

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

Rr 1 Box 646
Mahaffey PA 15757

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s) 3/1/2003 - 5/1/2003 and the following amount(s) are now past due:

Monthly Payments	1,689.63
Late Charges	68.37
Non-Sufficient Funds	42.79
Less Suspense Balance	.00-
Total Due	1,800.79

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

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30) days

HOW TO CURE THE DEFAULT of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,800.79, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

National City Mortgage
Attn: Customer Counseling Department
3232 Newmark Dr.
Miamisburg, OH 45342

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

National City[®] Mortgage

National City Mortgage Co.
3232 Newmark Drive • Miamisburg, Ohio 45342
Telephone (937) 910-1200

May 29, 2003

Robin M Lumadue
556 Lumber City Hwy
Mahaffey PA 15757

Loan No. 902317-0
Current Servicer: National City Mortgage

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

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

Rr 1 Box 646
Mahaffey PA 15757

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)
3/1/2003 - 5/1/2003
and the following amount(s) are now past due:

Monthly Payments	1,689.63
Corporate Fees	.00
Late Charges	68.37
Non-Sufficient Funds	42.79
Other Fees	.00
Less Suspense Balance	.00-
Total Due	1,800.79

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

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30) days
HOW TO CURE THE DEFAULT

of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$ 1,800.79, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

National City Mortgage
Attn: Customer Counseling Department
3232 Newmark Dr.
Miamisburg, OH 45342

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

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 MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.
The name, address and phone number of Consumer Credit Counseling Agencies serving your County are included with 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.

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

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

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

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

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

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

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

AGENCY ACTION – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.) **IF YOU DO NOT CURE THE DEFAULT (see page 1)** – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgage property.

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

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

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

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

HOW TO CONTACT THE LENDER: Name of Lender: National City Mortgage

Address: 3232 Newmark Dr. Miamisburg OH 45342

Phone Number: 1-800-523-8654 Fax Number: (937) 910-4057

Contact Person: COLLECTIONS DEPT.

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

ASSUMPTION OF MORTGAGE – You may or may not be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied. For additional information please contact the Collection Dept.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

GOLDBECK McCAFFERTY & MCKEEVER

BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322
Attorney for Plaintiff

NATIONAL CITY MORTGAGE COMPANY
PO Box 1820
Dayton, OH 45401-1820

Plaintiff
vs.

ROBIN M. LUMADUE A/K/A ROBIN M. ANTES
(**Mortgagor(s) and Record owner(s)**)
RR 1 Box 646
Mahaffey, PA 15757

IN THE COURT OF COMMON PLEAS

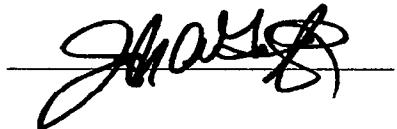
of Clearfield County

No. 03-1125-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of
your costs only.



JOSEPH A. GOLDBECK, JR., ESQUIRE

FILED

OCT 16 2003

William A. Shaw
Prothonotary

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

CIVIL DIVISION

National City Mortgage Co.

Vs. **No. 2003-01125-CD**
Robin M. Lumadue

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 16, 2003, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$129.21 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of October A.D. 2003.

William A. Shaw, Prothonotary