

03-1355-CR.  
JP MORGAN CHASE BANK vs. JOHN W. LEE, et al.

## **DEPUTATION**

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

**PAGE** 20649

**TERM & NO.** 03-1565-CD

JP MORGAN CHASE BANK, AS TRUSTEE FOR EQUITY ONE, ABS, INC. MORTGAGE PASS-THROUGH CERTIFICATES  
SERIES 2003-3

VS.

JOHN W. LEAMER AND JODI L. LEAMER

**DOCUMENTS TO BE SERVED:**  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

**SERVE BY: ASAP**

**MAKE REFUND PAYABLE TO  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** JODI L. LEAMER

**ADDRESS:** 20 PARIDISE ROAD  
SYKESVILLE, PA 18565

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 JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, September 24, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

## **DEPUTATION**

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

**PAGE** 20649

**TERM & NO.** 03-1565-CD

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**SERVE BY: ASAP**

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**SERVE:** JOHN W. LEAMER

**ADDRESS:** 20 PARADISE ROAD  
SYKESVILLE, PA 18565

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 JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, September 24, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 03-1565 C.D.

Personally appeared before me, Bill Dombrowski, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on September 28, 2007 at 11:00 o'clock A.M. served the Notice of Sale, Writ of Execution and Copy of Levy upon JOHN W. LEAMER and JODI L. LEAMER, Defendants, at the address of 20 Paradise Road, Borough of Sykesville, County of Jefferson, State of Pennsylvania, by handing to Susan Burnside, housekeeper and adult person in charge at time of service, two true copies of the Notice, Writ and Levy and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	48.25	Paid
Prothys:	2.00	
Total Costs:	50.25	
REFUNDED:	\$ 74.75	

So Answers,

Sworn and subscribed 4th  
to before me this 4th  
day of Oct 2007  
By Thomas A. Demko  
Prothonotary & Clerk Clerks  
My Commission Expires the  
1st Monday, January 2010

Bill Dombrowski Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

## MILSTEAD &amp; ASSOCIATES, LLC

## FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Cindy- Real Estate Dept	Greg Wilkins
COMPANY:	DATE:
Clearfield County Sheriff's Office	11/1/2007
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
1-814-765-5915	1
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
	1.01900
RE:	YOUR REFERENCE NUMBER:
Leamer, John	Case #03-1565-CD

URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE RECYCLE

## NOTES/COMMENTS:

Please postpone the sale scheduled for 11/2/07 for the above referenced matter. My client needs additional time to furnish bidding instructions. Please re-schedule the sale for 12/7/07.

Thank you for your attention to this matter.

  
Gregory Wilkins

## MILSTEAD &amp; ASSOCIATES, LLC

## FACSIMILE TRANSMITTAL SHEET

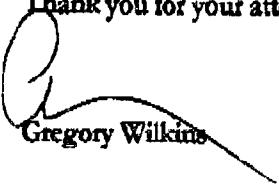
TO:	FROM:
<b>Cindy- Real Estate Dept.</b>	<b>Greg Wilkins</b>
COMPANY:	DATE:
<b>Clearfield County Sheriff's Office</b>	<b>12/6/2007</b>
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
<b>1-814-765-5915</b>	<b>1</b>
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
	<b>1.01900</b>
RE:	YOUR REFERENCE NUMBER:
<b>Leamer, John</b>	<b>Case #03-1565-CD</b>

URGENT      FOR REVIEW       PLEASE COMMENT       PLEASE RECYCLE

## NOTES/COMMENTS:

Please stay the sale scheduled for 12/7/07 for the above referenced matter. My client has charged off the loan; no funds were received in consideration for the stay.

Thank you for your attention to this matter.

  
Gregory Wilkins

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220 LAKE DRIVE EAST, SUITE 301, CHERRY HILL, NJ 08002

PHONE: (856)482-1400

FAX: (856) 482-9190

{00209202}

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOHN W. LEAMER NO. 03-1565-CD

NOW, January 26, 2008, 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 , I exposed the within described real estate of John W. Leamer And Jodi L. Leamer to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00	DEBT-AMOUNT DUE	45,763.76
SERVICE		INTEREST @ 7.5200	0.00
MILEAGE		FROM TO	
LEVY	15.00		
MILEAGE	18.43	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	6.15	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID/SETTLEMENT AMOUNT		<b>TOTAL DEBT AND INTEREST</b>	<b>\$45,803.76</b>
RETURNS/DEPUTIZE	9.00		
COPIES	15.00		
	5.00		
BILLING/PHONE/FAX	5.00	<b>COSTS:</b>	
CONTINUED SALES	20.00		
MISCELLANEOUS		ADVERTISING	1,084.80
<b>TOTAL SHERIFF COSTS</b>	<b>\$203.58</b>	TAXES - COLLECTOR	
		TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	200.00
		ACKNOWLEDGEMENT	
		DEED COSTS	0.00
		SHERIFF COSTS	203.58
		LEGAL JOURNAL COSTS	126.00
		PROTHONOTARY	145.00
		MORTGAGE SEARCH	80.00
		MUNICIPAL LIEN	
<b>DEED COSTS:</b>			
ACKNOWLEDGEMENT		<b>TOTAL COSTS</b>	<b>\$1,839.38</b>
REGISTER & RECORDER			
TRANSFER TAX 2%	0.00		
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>		

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

JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3

Plaintiff

Vs.

John W. Leamer  
Jodi L. Leamer

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WRIT OF EXECUTION  
(Mortgage Foreclosure)

NO.: 03-1565-CD

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183 AND Rule 3257

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801  
(see legal description attached)

AMOUNT DUE	\$45,763.76
INTEREST	
From 1/6/04 to Date of	\$
Sale at \$7.52 per diem	
<b>Prothonotary costs</b>	<b>145.00</b>
TOTAL DUE:	\$
Plus costs per endorsement	
hereon	

Dated: 8/20/07

*Willie B. Breyer*  
Prothonotary

By: \_\_\_\_\_ Deputy  
(SEAL)

{00186304}

Received this writ this 20<sup>th</sup> day  
of August A.D. 2007  
At 8:00 A.M./P.M.

*Chester G. Hawley*  
Sheriff *by Cynthia Butler - Deppenbarg*

ALL OF THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE WESTERN BOUNDARY OF AN ALLEY SEVENTY (70) FEET SOUTH OF THE INTERSECTION OF THE WESTERN BOUNDARY OF SAID ALLEY WITH THE SOUTHERN BOUNDARY OF EAST PARK AVENUE; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN BOUNDARY OF SAID ALLEY EIGHTY (80) FEET TO THE NORTHERN BOUNDARY OF AN ALLEY RUNNING PARALLEL WITH EAST PARK AVENUE; THENCE IN A WESTERLY DIRECTION ALONG SAID ALLEY, FIFTY (50) FEET TO THE LINE OF LOT NO. 68 AS PER LONG'S ADDITION TO DUBOIS; THENCE IN A NORtherly DIRECTION EIGHTY (80) FEET ALONG THE SAID LOT NO. 68 TO A POINT SEVENTY (70) FEET FORM THE SOUTHERN BOUNDARY OF EAST PARK AVENUE; THENCE IN AN EASTERLY DIRECTON ALONG A LINE PARALLEL WITH AND AT ALL POINT SEVENTY (70) FEET DISTANCE FROM THE LINE OF EAST PARK AVENUE FIFTY (50) FEET TO THE PLACE OF BEGINNING.

HAVING THEREON ERECTED A TWO-STORY BRICK DWELLING HOUSE NUMBERED AND KNOWN AS 116 1/2 EAST PARK AVENUE AND A TWO-STORY FRAME DWELLING HOUSE KNOWN AND NUMBERED AS 116 3/4 EAST PARK AVENUE, SITUATE IN THE SECOND WARD OF THE CITY OF DUBOIS, PENNSYLVANIA.

BEING A PART OF LOT NO. 67 AS PER J.E. LONG'S ADDITION TO THE CITY OF DUBOIS, RECORDED SEPTEMBER 14, 1891, IN DEED BOOK 66, PAGE 289 AND ASSESSED AS CLEARFIELD COUNTY  
ASSESSMENT NO. 7-2-4-1006-A.

Being known as 116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801  
Tax Parcel Number: 702-4-1006A

SEIZED, taken in execution to be sold as the property of John W. Leamer and Jodi L. Leamer, at the suit of JP Morgan Chase Bank, as Trustee for Equity One, ABS, Inc. Mortgage Pass-Through Certificates Series 2003-3.  
Judgment No. 03-1565-CD.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20649

NO: 03-1565-CD

PLAINTIFF: JP MORGAN CHASE BANK, AS TRUSTEE FOR EQUITY ONE, ABS, INC. MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2003-3

vs.

DEFENDANT: JOHN W. LEAMER AND JODI L. LEAMER

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 8/20/2007

LEVY TAKEN 9/4/2007 @ 2:29 PM

POSTED 9/14/2007 @ 2:29 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/28/2008

DATE DEED FILED NOT SOLD

FILED  
09/16/07  
JAN 28 2008  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

9/28/2007 @ 11:00 AM SERVED JOHN W. LEAMER

BILL DOMBROWSKI, DEPUTY FOR JEFFERSON COUNTY SERVED JOHN W. LEAMER, DEFENDANT, AT HIS RESIDENCE 20 PARADISE ROAD, SYKESVILLE, JEFFERSON COUNTY, PENNSYLVANIA BY HANDING TO SUSAN BURNSIDE, HOUSEKEEPER/ADULT AT RESIDENCE

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

9/28/2007 @ 11:00 AM SERVED JODI L. LEAMER

BILL DOMBROWSKI, DEPUTY FOR JEFFERSON COUNTY, SERVERD JODI L. LEAMER, DEFENDANT, AT HER RESIDENCE 20 PARADISE ROAD, SYKESVILLE, JEFFERSON COUNTY, PENNSYLVANIA BY HANDING TO SUSAN BURNSIDE, HOUSEKEEPER/ADULT AT RESIDENCE

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

@ SERVED

NOW, NOVEMBER 1, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 2, 2007 TO DECEMBER 7, 2007, TO ALLOW THE CLIENT ADDITIONAL TIME TO FURNISH BIDDING INSTRUCTIONS.

@ SERVED

NOW, DECEMBER 6, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR DECEMBER 7, 2007; THE PLAINTIFF CHARGED OFF THE LOAN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20649  
NO. 03-1565-CD

PLAINTIFF: JP MORGAN CHASE BANK, AS TRUSTEE FOR EQUITY ONE, ABS, INC. MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2003-3

VS.

DEFENDANT: JOHN W. LEAMER AND JODI L. LEAMER

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$203.58

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

MILSTEAD & ASSOCIATES, LLC  
BY: Chrisovalante P. Fliakos, Esquire  
ID No. 94620  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorney for Plaintiff

**JP Morgan Chase Bank, as trustee for Equity  
One, ABS, Inc. Mortgage Pass-Through  
Certificates, Series 2003-3,**

Plaintiff,

Vs.

**John W. Leamer**

and

**Jodie L. Leamer,**

**Defendants.**

COMMONWEALTH OF PENNSYLVANIA

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

**NO.: 03-1565-CD**

**AFFIDAVIT PURSUANT TO  
Pa.R.C.P. 3129.2**

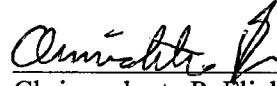
SS:

COUNTY OF CLEARFIELD

I, Chrisovalante P. Fliakos, Esquire, being duly sworn according to law upon my oath, depose and say,

1. On October 1, 2007, a copy of the Notice of Sheriff's Sale of Real Property was served on the defendant by certified mail, returned receipt requested. Copies of the signed certified cards are attached hereto and made a part hereof as Exhibit "A".

2. On September 19, 2007, a notice of Sheriff's Sale was served upon lien holders of record and interested parties by ordinary mail. A copy of the certificate of mailing is attached hereto and made a part hereof as Exhibit "B".

  
Chrisovalante P. Fliakos, Esquire  
Attorney ID No. 94620  
Milstead and Associates, LLC

Dated: November 1, 2007

{00202096}

**FILED** NOCC  
M 12:53 PM  
NOV 19 2007  
W  
William A. Shaw  
Prothonotary/Clerk of Courts

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 <b>7160 3901 9845 1588 2768</b>		A. Received by (Please Print Clearly)	B. Date of Delivery
		<b>JOHN W. LEAMER</b>	<b>10-1-07</b>
		C. Signature	
		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
		D. Is delivery address different from item 1? If YES, enter delivery address below:	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>3. Service Type CERTIFIED MAIL</b> <b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes			
<b>1. Article Addressed to:</b>  Jodi L. Leamer 20 Paradise Road Sykesville, PA 18565			
<b>Reference Information</b>  1.01900  GW			

PS Form 3811, January 2005 **10-1-07** Domestic Return Receipt

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 <b>7160 3901 9845 1588 2751</b>		A. Received by (Please Print Clearly)	B. Date of Delivery
		<b>JOHN W. LEAMER</b>	<b>10-1-07</b>
		C. Signature	
		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
		D. Is delivery address different from item 1? If YES, enter delivery address below:	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>3. Service Type CERTIFIED MAIL</b> <b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes			
<b>1. Article Addressed to:</b>  John W. Leamer 20 Paradise Road Sykesville, PA 18565			
<b>Reference Information</b>  1.01900  GW			

PS Form 3811, January 2005 Domestic Return Receipt

**NAME AND ADDRESS OF SENDER**  
**MILSTEAD & ASSOCIATES, LLC**  
**Woodland Falls Corporate Park**  
**220 Lake Drive East, Suite 301**  
**Cherry Hill, NJ 08002**

<b>INDICATE TYPE OF MAIL</b>			<b>CHECK APPROPRIATE BLOCK FOR</b>						<b>POSTMARK AND DATE OF RECEIPT</b>					
<b>Line</b>	<b>Number of Article</b>	<b>Name of Addressee, Street, and Post-Office Address</b>	<b>Postage</b>	<b>Fee</b>	<b>Handling Charge</b>	<b>Act. Value (If Regis.)</b>	<b>Insured Value</b>	<b>Due Sender If C.O.D.</b>	<b>R.R. Fee</b>	<b>S.D. Fee</b>	<b>S.H. Fee</b>	<b>Rest. Del. Fee</b>	<b>Remarks</b>	
1		Tenant/Occupant 116 1/2 E. Park Avenue Dubois, PA 15801												
2		Tenant/Occupant 116 3/4 E. Park Avenue Dubois, PA 15801												
3		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105												
4		Department of Domestic Relations Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830												
5		Willa C. Reasinger RD 1 Box 188 Rockton, PA 15856												
6														
7														
<b>Total Number of Pieces Listed by Sender</b>			<b>POSTMASTER, PER (Name of receiving employee)</b>						<div style="text-align: center;">        </div>					
5			<p><i>Five</i></p> <p><i>6/2007</i></p>						<p>THE FULL DECLARATION OF VALUE IS REQUIRED ON ALL INTERNATIONAL REGISTERED MAIL. THE MAXIMUM INDEMNITY PAYABLE FOR NONNEGOTIABLE DOCUMENTS UNDER EXPRESS MAIL DOCUMENT RECONSTRUCTION INSURANCE IS \$50,000 PER PIECE SUBJECT TO A LIMIT OF \$50,000 PER OCCURRENCE. THE MAXIMUM INDEMNITY PAYABLE ON EXPRESS MAIL MERCHANDISE INSURANCE IS \$500. THE MAXIMUM INDEMNITY PAYABLE IS \$25,000 FOR REGISTERED MAIL, \$500 FOR COD AND \$500 FOR INSURED MAIL. SPECIAL HANDLING CHARGES APPLY ONLY TO THIRD- AND FOURTH-CLASS PARCELS. SPECIAL DELIVERY SERVICE ALSO INCLUDES SPECIAL HANDLING SERVICE.</p>					

03-1-01900

FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL

**PRAECIPE FOR WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183**

**JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**  
**Plaintiff**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO.: 03-1565-CD

**Vs.**

**John W. Leamer  
Jodi L. Leamer  
Defendant(s)**

To the Prothonotary:

Issue Writ of Execution in the above matter:

AMOUNT DUE	\$45,763.76
INTEREST	
From 1/6/04 to Date of	\$
Sale at \$7.52 per diem	
(Costs to be added)	
<b>Prothonotary costs</b>	<b>\$ 145.00</b>
TOTAL DUE:	\$

Date: August 16, 2007

*Chrisovalante F.*  
Chrisovalante P. Fliakos, Esquire  
Attorney for Plaintiff  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorney ID No.: 94620

Note: Please furnish description of Property.

{00186304}

**FILED** Atty pd. 20.00  
12/27/07 recd Lewins w/ prop. desc.  
AUG 20 2007 to Sheriff (6K)  
William A. Shaw  
Prothonotary/Clerk of Courts

ALL OF THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE WESTERN BOUNDARY OF AN ALLEY SEVENTY (70) FEET SOUTH OF THE INTERSECTION OF THE WESTERN BOUNDARY OF SAID ALLEY WITH THE SOUTHERN BOUNDARY OF EAST PARK AVENUE; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN BOUNDARY OF SAID ALLEY EIGHTY (80) FEET TO THE NORTHERN BOUNDARY OF AN ALLEY RUNNING PARALLEL WITH EAST PARK AVENUE; THENCE IN A WESTERLY DIRECTION ALONG SAID ALLEY, FIFTY (50) FEET TO THE LINE OF LOT NO. 68 AS PER LONG'S ADDITION TO DUBOIS; THENCE IN A NORtherLY DIRECTION EIGHTY (80) FEET ALONG THE SAID LOT NO. 68 TO A POINT SEVENTY (70) FEET FORM THE SOUTHERN BOUNDARY OF EAST PARK AVENUE; THENCE IN AN EASTERLY DIRECTON ALONG A LINE PARALLEL WITH AND AT ALL POINT SEVENTY (70) FEET DISTANCE FROM THE LINE OF EAST PARK AVENUE FIFTY (50) FEET TO THE PLACE OF BEGINNING.

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BEING A PART OF LOT NO. 67 AS PER J.E. LONG'S ADDITION TO THE CITY OF DUBOIS, RECORDED SEPTEMBER 14, 1891, IN DEED BOOK 66, PAGE 289 AND ASSESSED AS CLEARFIELD COUNTY

ASSESSMENT NO. 7-2-4-1006-A.

**Being known as 116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801  
Tax Parcel Number: 702-4-1006A**

SEIZED, taken in execution to be sold as the property of John W. Leamer and Jodi L. Leamer, at the suit of JP Morgan Chase Bank, as Trustee for Equity One, ABS, Inc. Mortgage Pass-Through Certificates Series 2003-3.  
Judgment No. 03-1565-CD.

**MILSTEAD & ASSOCIATES, LLC**

By: Chrisovalante P. Fliakos, Esquire  
Attorney ID# 94620  
Woodland Falls Corporate Park  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorney for Plaintiff

---

**JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**

**Plaintiff**

**vs.**

**John W. Leamer**

**Jodi L. Leamer**

**Defendant(s)**

**: COURT OF COMMON PLEAS**

**: CLEARFIELD COUNTY**

**:**

**: No.: 03-1565-CD**

**:**

**: AFFIDAVIT PURSUANT**

**: TO RULE 3129.1**

**:**

**:**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

**JP Morgan Chase Bank, as Trustee for Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**, Plaintiff in the above entitled cause of action, sets forth as  
of the date the praecipe for writ of execution was filed the following information concerning the  
real property located at 116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801:

1. Name and address of Owners(s) or Reputed Owner(s):

John W. Leamer  
20 Paradise Road  
Sykesville, PA 18565

Jodi L. Leamer  
20 Paradise Road  
Sykesville, PA 18565

2. Name and address of Defendant(s) in the Judgment:

Same as above

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

Willa C. Reasinger  
RD 1 Box 188  
Rockton, PA 15856  
{00186304}

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

JP Morgan Chase Bank, as Trustee for Equity  
One, ABS, Inc. Mortgage Pass-Through  
Certificates Series 2003-3  
(Plaintiff herein)  
121 Woodcrest Road  
Cherry Hill, NJ 08003

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

None Known

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

None Known

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

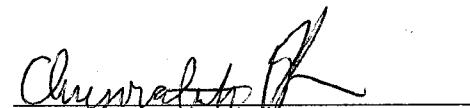
Tenant/Occupant  
116 1/2 E. Park Avenue  
Dubois, PA 15801

Department of Domestic Relations  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

Tenant/Occupant  
116 3/4 E. Park Avenue  
Dubois, PA 15801

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

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

  
\_\_\_\_\_  
Chrisovalante P. Fliakos, Esquire  
Attorney for Plaintiff

Date: August 16, 2007

**MILSTEAD & ASSOCIATES, LLC**

By: Chrisovalante P. Fliakos, Esquire  
Attorney ID# 94620  
Woodland Falls Corporate Park  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorney for Plaintiff

---

**JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**

**Plaintiff**

**vs.**

**John W. Leamer  
Jodi L. Leamer**

**Defendant(s)**

---

**: COURT OF COMMON PLEAS**

**: CLEARFIELD COUNTY**

**:**

**: No.: 03-1565-CD**

**:**

**:**

**: CERTIFICATION**

**:**

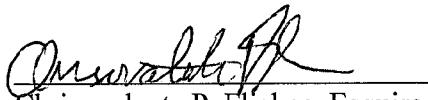
**:**

**CERTIFICATION**

Chrisovalante P. Fliakos, Esquire, hereby verifies that she is attorney for the Plaintiff in the above captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

( ) An FHA Mortgage  
( ) Non-owner occupied  
( ) Vacant  
(X) Act 91 Procedures have been fulfilled

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

  
\_\_\_\_\_  
Chrisovalante P. Fliakos, Esquire  
Attorney for Plaintiff

Date: August 16, 2007

JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3

Plaintiff

Vs.

John W. Leamer  
Jodi L. Leamer

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WRIT OF EXECUTION  
(Mortgage Foreclosure)

NO.: 03-1565-CD

COPY

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183 AND Rule 3257

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

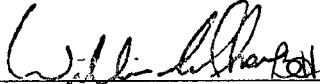
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801  
(see legal description attached)

AMOUNT DUE	\$45,763.76
INTEREST	
From 1/6/04 to Date of	\$
Sale at \$7.52 per diem	
Prothonotary costs	145.00
TOTAL DUE:	\$
Plus costs per endorsement	
hereon	

Dated: 8/20/07

  
\_\_\_\_\_  
Prothonotary

(SEAL)

By: \_\_\_\_\_  
Deputy

ALL OF THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE WESTERN BOUNDARY OF AN ALLEY SEVENTY (70) FEET SOUTH OF THE INTERSECTION OF THE WESTERN BOUNDARY OF SAID ALLEY WITH THE SOUTHERN BOUNDARY OF EAST PARK AVENUE; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN BOUNDARY OF SAID ALLEY EIGHTY (80) FEET TO THE NORTHERN BOUNDARY OF AN ALLEY RUNNING PARALLEL WITH EAST PARK AVENUE; THENCE IN A WESTERLY DIRECTION ALONG SAID ALLEY, FIFTY (50) FEET TO THE LINE OF LOT NO. 68 AS PER LONG'S ADDITION TO DUBOIS; THENCE IN A NORTHERLY DIRECTION EIGHTY (80) FEET ALONG THE SAID LOT NO. 68 TO A POINT SEVENTY (70) FEET FORM THE SOUTHERN BOUNDARY OF EAST PARK AVENUE; THENCE IN AN EASTERLY DIRECTON ALONG A LINE PARALLEL WITH AND AT ALL POINT SEVENTY (70) FEET DISTANCE FROM THE LINE OF EAST PARK AVENUE FIFTY (50) FEET TO THE PLACE OF BEGINNING.

HAVING THEREON ERECTED A TWO-STORY BRICK DWELLING HOUSE NUMBERED AND KNOWN AS 116 1/2 EAST PARK AVENUE AND A TWO-STORY FRAME DWELLING HOUSE KNOWN AND NUMBERED AS 116 3/4 EAST PARK AVENUE, SITUATE IN THE SECOND WARD OF THE CITY OF DUBOIS, PENNSYLVANIA.

BEING A PART OF LOT NO. 67 AS PER J.E. LONG'S ADDITION TO THE CITY OF DUBOIS, RECORDED SEPTEMBER 14, 1891, IN DEED BOOK 66, PAGE 289 AND ASSESSED AS CLEARFIELD COUNTY ASSESSMENT NO. 7.2-4-1006-A.

**Being known as 116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801  
Tax Parcel Number: 702-4-1006A**

SEIZED, taken in execution to be sold as the property of John W. Leamer and Jodi L. Leamer, at the suit of JP Morgan Chase Bank, as Trustee for Equity One, ABS, Inc. Mortgage Pass-Through Certificates Series 2003-3.  
Judgment No. 03-1565-CD.

MILSTEAD & ASSOCIATES, LLC  
BY: Chrisovalante P. Fliakos, Esquire  
ID No. 94620  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400

Attorney for Plaintiff

**JP Morgan Chase Bank, as trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates, Series 2003-3,**

Plaintiff,  
Vs.

John W. Leamer,  
and  
Jodie L. Leamer,

**Defendant(s).**

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

No.: 03-1565-CD

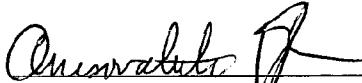
**Entry of Appearance**

**ENTRY OF APPEARANCE**

**TO THE PROTHONOTARY:**

Kindly enter my appearance on behalf of the Plaintiff, **JP Morgan Chase Bank, as trustee for Equity One, ABS, Inc. Mortgage Pass-Through Certificates, Series 2003-3**, in the above captioned matter.

MILSTEAD & ASSOCIATES, LLC

  
Chrisovalante P. Fliakos, Esquire  
Attorney ID No. 94620

FILED *No cc*  
*m12/22/07*  
AUG 20 2007 *6K*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15418

NO: 03-1565-CD

PLAINTIFF: JP MORGAN CHASE BANK, AS TRUSTEE FOR EQUITY ONE, ABS, INC. MORTGAGE  
vs.

DEFENDANT: JOHN W. LEAMER AND JODI L. LEAMER

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 02/26/2004

LEVY TAKEN 04/16/2004 @ 11:30 AM

POSTED 04/16/2004 @ 11:30 AM

SALE HELD 06/04/2004

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/07/2005

DATE DEED FILED **NOT SOLD**

**FILED**  
6K 02/11/05 BOL  
FEB 07 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

04/23/2004 @ 9:00 AM SERVED JOHN W. LEAMER

ELK COUNTY SERVED JOHN LEAMER, DEFENDANT AT THE RESIDENCE 20 PARADISE ROAD,  
SYKESVILLE, JEFFERSON COUNTY, PENNSYLVANIA, BY SERVING SUSAN BURNSIDE ADULT IN CHARGE.

04/23/2004 @ 9:00 AM SERVED JODI L. LEAMER

ELK COUNTY SERVED JODI L. LEAMER, DEFENDANT, AT THE RESIDENCE 20 PARADISE ROAD, SYKESVILLE,  
JEFFERSON COUNTY, PENNSYLVANIA BY SERVING SUSAN BURNSIDE ADULT IN CHARGE..

@ SERVED

NOW, JUNE 1, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHEIFF  
SALE.DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, FEBRUARY 7, 2004 RETURN THE WRIT AS NO SALE HELD THE PLAINTIFF'S ATTORNEY STAYED THE  
SALE. TIME EXPIRED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15418  
NO: 03-1565-CD

PLAINTIFF: JP MORGAN CHASE BANK, AS TRUSTEE FOR EQUITY ONE, ABS, INC. MORTGAGE  
vs.

DEFENDANT: JOHN W. LEAMER AND JODI L. LEAMER

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$193.06

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
by Cynthia Bitter-Asperdag  
Chester A. Hawkins  
Sheriff

**PRAECIPE FOR WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183**

**JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**

**Plaintiff**

**Vs.**

**John W. Leamer**

**Jodi L. Leamer**

**Defendant(s)**

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

**NO.: 03-1565-CD**

To the Prothonotary:

Issue Writ of Execution in the above matter:

AMOUNT DUE	\$45,763.76
INTEREST	
From 1/6/04 to Date of	\$
Sale at \$7.52 per diem	
(Costs to be added)	\$
TOTAL DUE:	\$

*Corina M. Connors*  
125.00 Prothonotary Costs

Date: February 20, 2004

Corina M. Connors, Esquire  
Attorney for Plaintiff  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorney ID No.: 83509

Note: Please furnish description of Property.

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

**FEB 26 2004**

Attest.

*W. A. H.*  
Prothonotary/  
Clerk of Courts

ALL OF THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE WESTERN BOUNDARY OF AN ALLEY SEVENTY (70) FEET SOUTH OF THE INTERSECTION OF THE WESTERN BOUNDARY OF SAID ALLEY WITH THE SOUTHERN BOUNDARY OF EAST PARK AVENUE; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN BOUNDARY OF SAID ALLEY EIGHTY (80) FEET TO THE NORTHERN BOUNDARY OF AN ALLEY RUNNING PARALLEL WITH EAST PARK AVENUE; THENCE IN A WESTERLY DIRECTION ALONG SAID ALLEY, FIFTY (50) FEET TO THE LINE OF LOT NO. 68 AS PER LONG'S ADDITION TO DUBOIS; THENCE IN A NORTHERLY DIRECTION EIGHTY (80) FEET ALONG THE SAID LOT NO. 68 TO A POINT SEVENTY (70) FEET FORM THE SOUTHERN BOUNDARY OF EAST PARK AVENUE; THENCE IN AN EASTERLY DIRECTON ALONG A LINE PARALLEL WITH AND AT ALL POINT SEVENTY (70) FEET DISTANCE FROM THE LINE OF EAST PARK AVENUE FIFTY (50) FEET TO THE PLACE OF BEGINNING.

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Being known as 116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801  
Tax Parcel Number: 702-4-1006A

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOHN W. LEAMER

NO. 03-1565-CD

NOW, February 05, 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 June 04, 2004, I exposed the within described real estate of John W. Leamer And Jodi L. Leamer to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	14.25
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.81
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$193.06</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	45,763.76
INTEREST @ 7.5200	1,128.00
FROM 01/06/2004 TO 06/04/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	40.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$46,931.76</b>
<b>COSTS:</b>	
ADVERTISING	260.70
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	193.06
LEGAL JOURNAL COSTS	108.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	40.00
<b>TOTAL COSTS</b>	<b>\$826.76</b>

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

No. 03-1565-CD

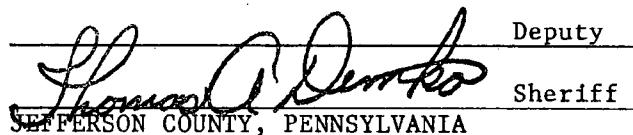
Personally appeared before me, Terry Fedigan, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on April 23, 2004 at 9:00 o'clock A.M. served the Notice of Sheriff's Sale of Real Property Pursuant to PA. R.C.P. 3129, Writ of Execution, Bill of Costs for Writ of Execution, and Sheriff's Levy upon JOHN W. LEAMER and JODI L. LEAMER, Defendants, at 20 Paradise Road, Borough of Sykesville, County of Jefferson, State of Pennsylvania by handing to Susan Burnside, baby-sitter and adult person in charge at time of service, two true copies of the Notice, Writ, Bill and Levy and by making known to her the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 37.64 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 39.64
Refunded:	\$ 85.36

Sworn and subscribed  
to before me this 26th  
day of April 2004  
By Terry A. Demko

My Commission Expires The  
First Monday January 2006

So Answers,

  
Deputy  
Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

## MILSTEAD &amp; ASSOCIATES, LLC

## FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
<b>Cindy- Real Estate Dept.</b>	<b>Greg Wilkins</b>
COMPANY:	DATE:
<b>Clearfield County Sheriff's Office</b>	<b>6/1/2004</b>
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
<b>1-814-765-5915</b>	<b>3</b>
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
	<b>02-5-01076</b>
RE:	YOUR REFERENCE NUMBER:
<b>Leamer, John</b>	<b>Case #03-1565-CD</b>

URGENT      FOR REVIEW       PLEASE COMMENT       PLEASE RECYCLE

## NOTES/COMMENTS:

Please stay the sale scheduled for 6/4/04 for the above referenced matter. The mortgagor has filed a chapter 13 BK on 5/27/04 at 04-11389. Kindly return any unused portion of the sheriff's deposit.

Thank you for your attention to this matter.

  
Gregory Wilkins

**MILSTEAD & ASSOCIATES, LLC**

By: Corina M. Connors, Esquire

Attorney ID# 83509

Woodland Falls Corporate Park

220 Lake Drive East, Suite 301

Cherry Hill, NJ 08002

(856) 482-1400

Attorney for Plaintiff

---

**JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**

**Plaintiff**

**: COURT OF COMMON PLEAS**

**: CLEARFIELD COUNTY**

**:**

**:**

**: No.: 03-1565-CD**

**:**

**: Vs. : AFFIDAVIT PURSUANT TO**

**: Pa.R.C.P. 3129.2**

**:**

**John W. Leamer**

**Jodi L. Leamer**

**Defendants**

---

STATE OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD )

I, Corina M. Connors, Esquire, of full age, being duly sworn according to law, upon my oath, depose and say,

1. On April 23, 2004, a copy of the Notice of Sheriff's Sale of Real Property was served upon the defendants, John W. Leamer and Jodi L. Leamer, by the Sheriff's Office of Jefferson County.

2. On April 20, 2004, a notice of Sheriff's Sale was served upon lien holders of record and interested parties by ordinary mail. A copy of the certificate of mailing is attached hereto and made a part hereof as Exhibit "A".

  
**MILSTEAD & ASSOCIATES, LLC**

Corina M. Connors, Esquire  
Attorney ID No. 83509

**FILED**

**MAY 19 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

NAME AND ADDRESS OF SENDER  
 MILSTEAD & ASSOCIATES, LLC  
 Woodland Falls Corporate Park  
 220 Lake Drive East, Suite 301  
 Cherry Hill, NJ 08002

INDICATE TYPE OF MAIL			METHOD OF PAYMENT			ROUTINE MAIL			REGISTERED MAIL			C.O.D. MAIL		
Line No.	Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge	Act. Value	Insured Value	Due Date if C.O.D.	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Del. Fee	Remarks	
1		Willia C. Realinger RD 1 Box 188 Rockton, PA 15856	2004 NY-7	11:03	0.00									
2		Department of Domestic Relations Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830	1000 NY-7	11:03	0.00									
3		Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105	1000 NY-7	11:03	0.00									
4		Occupant 116 1/2 & 1/2 E. Park Avenue Dubois, PA 15801	1000 NY-7	11:03	0.00									
5			1000 NY-7	11:03	0.00									
6			1000 NY-7	11:03	0.00									
7			1000 NY-7	11:03	0.00									
8			1000 NY-7	11:03	0.00									
9			1000 NY-7	11:03	0.00									
10			1000 NY-7	11:03	0.00									
11			1000 NY-7	11:03	0.00									
12			1000 NY-7	11:03	0.00									
13			1000 NY-7	11:03	0.00									
Total Number of Pieces Listed by Sender			POSTMASTER, PER (Name of receiving employee)			<p>250 U.S. POSTAGE P 0542950 PITNEY BOWES</p> <p>1000 NY-7</p> <p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for non-negotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for Registered Mail, \$500 for COD and \$500 for Insured Mail. Special handling charges apply only to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.</p>								

PS FORM 3877

03-19100

FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL

**JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**

**Plaintiff**

**Vs.**

**John W. Leamer  
Jodi L. Leamer**

**Defendant(s)**

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

**WRIT OF EXECUTION  
(Mortgage Foreclosure)**

NO.: 03-1565-CD

**COPY**

**WRIT OF EXECUTION (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183 AND Rule 3257**

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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(see legal description attached)

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From 1/6/04 to Date of	\$
Sale at \$7.52 per diem	

TOTAL DUE:	\$
Plus costs per endorsement	
hereon	

Dated: 2/26/04

Prothonotary

(SEAL)

By: \_\_\_\_\_

Deputy

ALL OF THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

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**Being known as 116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801  
Tax Parcel Number: 702-4-1006A**

**PRAECIPE FOR WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183**

**JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**

**Plaintiff**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO.: 03-1565-CD

**Vs.**

**John W. Leamer**

**Jodi L. Leamer**

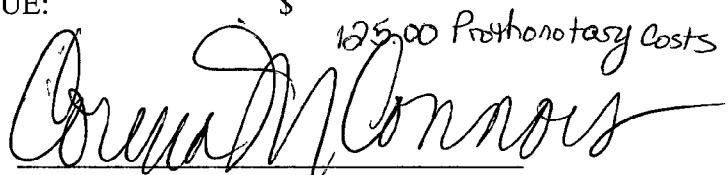
**Defendant(s)**

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From 1/6/04 to Date of	\$
Sale at \$7.52 per diem	
(Costs to be added)	\$

TOTAL DUE: \$



125.00 Prothonotary Costs

Corina M. Connors, Esquire  
Attorney for Plaintiff  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorney ID No.: 83509

**FILED**

Note: Please furnish description of Property.

**FEB 26 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

ALL OF THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE WESTERN BOUNDARY OF AN ALLEY SEVENTY (70) FEET SOUTH OF THE INTERSECTION OF THE WESTERN BOUNDARY OF SAID ALLEY WITH THE SOUTHERN BOUNDARY OF EAST PARK AVENUE; THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN BOUNDARY OF SAID ALLEY EIGHTY (80) FEET TO THE NORTHERN BOUNDARY OF AN ALLEY RUNNING PARALLEL WITH EAST PARK AVENUE; THENCE IN A WESTERLY DIRECTION ALONG SAID ALLEY, FIFTY (50) FEET TO THE LINE OF LOT NO. 68 AS PER LONG'S ADDITION TO DUBOIS; THENCE IN A NORtherly DIRECTION EIGHTY (80) FEET ALONG THE SAID LOT NO. 68 TO A POINT SEVENTY (70) FEET FORM THE SOUTHERN BOUNDARY OF EAST PARK AVENUE; THENCE IN AN EASTERLY DIRECTON ALONG A LINE PARALLEL WITH AND AT ALL POINT SEVENTY (70) FEET DISTANCE FROM THE LINE OF EAST PARK AVENUE FIFTY (50) FEET TO THE PLACE OF BEGINNING.

HAVING THEREON ERECTED A TWO-STORY BRICK DWELLING HOUSE NUMBERED AND KNOWN AS 116 1/2 EAST PARK AVENUE AND A TWO-STORY FRAME DWELLING HOUSE KNOWN AND NUMBERED AS 116 3/4 EAST PARK AVENUE, SITUATE IN THE SECOND WARD OF THE CITY OF DUBOIS, PENNSYLVANIA.

BEING A PART OF LOT NO. 67 AS PER J.E. LONG'S ADDITION TO THE CITY OF DUBOIS, RECORDED SEPTEMBER 14, 1891, IN DEED BOOK 66, PAGE 289 AND ASSESSED AS CLEARFIELD COUNTY ASSESSMENT NO. 7.2-4-1006-A.

Being known as 116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801  
Tax Parcel Number: 702-4-1006A

**FILED** 1cc &  
m/1/4/04 C. Wonts w/ prop desc. to Sheriff  
FEB 26 2004 ~~EX-1~~  
William A. Shaw  
Prothonotary/Clerk of Courts  
Amy Pd. 20.00

**MILSTEAD & ASSOCIATES, LLC**

By: Corina M. Connors, Esquire

Attorney ID# 83509

Woodland Falls Corporate Park

220 Lake Drive East, Suite 301

Cherry Hill, NJ 08002

(856) 482-1400

Attorney for Plaintiff

---

**JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**

**Plaintiff**

**: COURT OF COMMON PLEAS**

**: CLEARFIELD COUNTY**

**:**

**: No.: 03-1565-CD**

**:**

**: AFFIDAVIT PURSUANT**

**: TO RULE 3129.1**

**:**

**John W. Leamer**

**:**

**Jodi L. Leamer**

**:**

**Defendant(s)**

**:**

---

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

**JP Morgan Chase Bank, as Trustee for Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**, Plaintiff in the above entitled cause of action, sets forth as  
of the date the praecipe for writ of execution was filed the following information concerning the  
real property located at 116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801:

1. Name and address of Owners(s) or Reputed Owner(s):

John W. Leamer  
20 Paradise Road  
Sykesville, PA 18565

Jodi L. Leamer  
20 Paradise Road  
Sykesville, PA 18565

2. Name and address of Defendant(s) in the Judgment:

Same as above

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

Willa C. Reasinger  
RD 1 Box 188  
Rockton, PA 15856

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

JP Morgan Chase Bank, as Trustee for Equity  
One, ABS, Inc. Mortgage Pass-Through  
Certificates Series 2003-3  
(Plaintiff herein)  
301 Lippincott Drive  
Marlton, NJ 08053

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

None Known

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

None Known

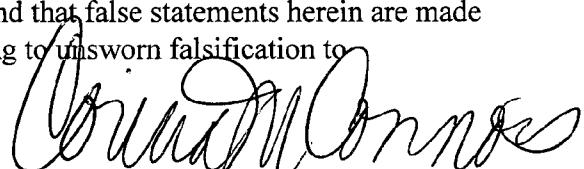
7. Name and address of every person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Tenant/Occupant  
116 1/2 & 116 3/4 E. Park Avenue  
Dubois, PA 15801

Department of Domestic Relations  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

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

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



Corina M. Connors, Esquire  
Attorney for Plaintiff

Date: February 20, 2004

**MILSTEAD & ASSOCIATES, LLC**

By: Corina M. Connors, Esquire

Attorney ID# 83509

Woodland Falls Corporate Park

220 Lake Drive East, Suite 301

Cherry Hill, NJ 08002

(856) 482-1400

Attorney for Plaintiff

---

**JP Morgan Chase Bank, as Trustee for  
Equity One, ABS, Inc. Mortgage Pass-  
Through Certificates Series 2003-3**

**Plaintiff**

**vs.**

**John W. Leamer**

**Jodi L. Leamer**

**: COURT OF COMMON PLEAS**

**: CLEARFIELD COUNTY**

**:**

**: No.: 03-1565-CD**

**:**

**:**

**: CERTIFICATION**

**:**

**:**

**Defendant(s)**

---

**CERTIFICATION**

Corina M. Connors, Esquire, hereby verifies that she is attorney for the Plaintiff in the above captioned matter, and that the premises are not subject to the provisions of Act 91 because it is:

( ) An FHA Mortgage

( ) Non-owner occupied

( ) Vacant

(X) Act 91 Procedures have been fulfilled

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



Corina M. Connors, Esquire  
Attorney for Plaintiff

Date: February 20, 2004

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

Prothonotary

TO: John W. Leamer  
Jodi L. Leamer

---

<b>Equity One, Inc.</b>	:	<b>COURT OF COMMON PLEAS</b>
	:	<b>CLEARFIELD COUNTY</b>
<b>Plaintiff</b>	:	
	:	
<b>vs.</b>	:	<b>No.: 03-1565-CD</b>
	:	
<b>John W. Leamer and</b>	:	
<b>Jodi L. Leamer</b>	:	
<b>Defendant(s)</b>	:	<b><u>NOTICE PURSUANT TO RULE 236</u></b>

---

NOTICE

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

Prothonotary

MORTGAGE FORECLOSURE JUDGMENT BY DEFAULT

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

CORINA M. CANIZ, ESQUIRE #83509  
MILSTEAD & ASSOCIATES, LLC  
856/482-1400

**FILED**

JAN 08 2004

William A. Shaw  
Prothonotary

**Notice Pursuant To Fair Debt Collection Practices Act**  
This is an attempt to collect a debt and any information obtained will be used for that purpose.

MILSTEAD & ASSOCIATES, LLC  
BY: **CORINA M. CANIZ, ESQUIRE**  
Attorney ID# 83509  
Woodland Falls Corporate Park  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorneys for Plaintiff

---

<b>Equity One, Inc.</b>	:	<b>COURT OF COMMON PLEAS</b>
	:	<b>CLEARFIELD COUNTY</b>
<b>Plaintiff</b>	:	
	:	
<b>vs.</b>	:	<b>No.: 03-1565-CD</b>
	:	
<b>John W. Leamer and</b>	:	
<b>Jodi L. Leamer</b>	:	
<b>Defendant(s)</b>	:	<b><u>PRAECIPE TO ENTER DEFAULT</u></b>
		<b><u>JUDGMENT</u></b>

---

TO THE PROTHONOTARY

Kindly enter Default Judgment in favor of Plaintiff, Equity One, Inc. and against the defendant(s), John and Jodi Leamer, for failure to Answer the Complaint in Civil Action - Mortgage Foreclosure.

Service was made on the Defendant(s), John and Jodi Leamer via the Sheriff of Jefferson County on October 22, 2003.

Assess damages as follows:

Total debt as of 10/15/03 \$ 44,883.14

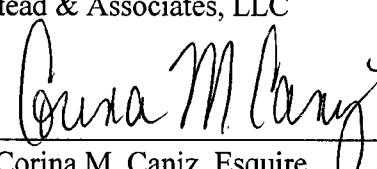
Interest from 10/15/03 to 1/5/04 847.06

Late charges since 10/15/03 33.56

---

TOTAL AMOUNT OF JUDGMENT \$ 45,763.76

Milstead & Associates, LLC

BY: 

Corina M. Caniz, Esquire

#83509

MILSTEAD & ASSOCIATES, LLC  
BY: **CORINA M. CANIZ, ESQUIRE**  
Attorney ID# 83509  
Woodland Falls Corporate Park  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorneys for Plaintiff

<b>Equity One, Inc.</b>	:	<b>COURT OF COMMON PLEAS</b>
	:	<b>CLEARFIELD COUNTY</b>
<b>Plaintiff</b>	:	
	:	
<b>vs.</b>	:	<b>No.: 03-1565-CD</b>
	:	
<b>John W. Leamer and</b>	:	
<b>Jodi L. Leamer</b>	:	
<b>Defendant(s)</b>	:	<b>AFFIDAVIT OF ADDRESSES</b>

---

## STATE OF NEW JERSEY

---

ss

## COUNTY OF CAMDEN

I, Corina M. Caniz, Esquire, being duly sworn according to law, upon my oath, depose and say:

1. I certify that the Plaintiff's address is 301 Lippincott Drive, Marlton, NJ 08053.
2. I certify that the Defendant(s), John and Jodi Leamer's address is 20 Paradise Road, Sykesville, PA 15865.
3. I certify that the foregoing information is true and correct to the best of my knowledge, information and belief.

Sworn and Subscribed to  
before me this 5<sup>th</sup> day  
of January 2004.

LISA ANN THOMAS  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 1/9/2007

## Milstead & Associates, LLC

  
Corina M. Caniz, Esquire # 83509

MILSTEAD & ASSOCIATES, LLC  
BY: **CORINA M. CANIZ, ESQUIRE**  
Attorney ID# 83509  
Woodland Falls Corporate Park  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorneys for Plaintiff

---

<b>Equity One, Inc.</b>	:	<b>COURT OF COMMON PLEAS</b>
	:	<b>CLEARFIELD COUNTY</b>
<b>Plaintiff</b>	:	
	:	
<b>vs.</b>	:	<b>No.: 03-1565-CD</b>
	:	
<b>John W. Leamer and</b>	:	
<b>Jodi L. Leamer</b>	:	
<b>Defendant(s)</b>	:	<b><u>AFFIDAVIT OF NON-</u></b>
	:	<b><u>MILITARY SERVICE</u></b>

---

STATE OF NEW JERSEY

SS

COUNTY OF CAMDEN

I, Corina M. Caniz, Esquire, Attorney at Law, being duly sworn according to law, upon my oath, depose and say:

1. That the Defendants are not in the Military, Naval or Air Services of the United States or any other Country within the provision of the Soldiers' and Sailors' Civil Relief Action of Congress, as amended; and
2. That the Defendant is at least 21 years of age and reside at 20 Paradise Road, Sykesville, PA 15865.

The affiant has ascertained the foregoing information by personal inquiry and knowledge and makes this Affidavit with the authority.

Sworn and Subscribed to  
before me this 5th day  
of January 2004.  
Lisa Ann Thomas

LISA ANN THOMAS  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 1/9/2007



Milstead & Associates, LLC

Corina M. Caniz  
Corina M. Caniz, Esquire #83509

MILSTEAD & ASSOCIATES, LLC  
BY: **CORINA M. CANIZ, ESQUIRE**  
Attorney ID# 83509  
Woodland Falls Corporate Park  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorneys for Plaintiff

---

<b>Equity One, Inc.</b>	<b>:</b>	<b>COURT OF COMMON PLEAS</b>
	<b>:</b>	<b>CLEARFIELD COUNTY</b>
<b>Plaintiff</b>	<b>:</b>	
	<b>:</b>	
<b>vs.</b>	<b>:</b>	<b>No.: 03-1565-CD</b>
	<b>:</b>	
<b>John W. Leamer and</b>	<b>:</b>	
<b>Jodi L. Leamer</b>	<b>:</b>	
<b>Defendant(s)</b>	<b>:</b>	<b><u>AFFIDAVIT OF SERVICE</u></b>

---

STATE OF NEW JERSEY

SS

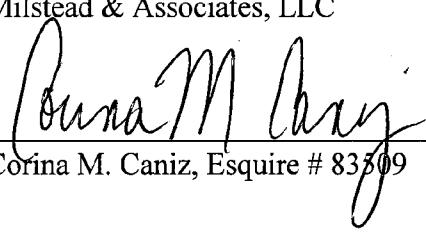
COUNTY OF CAMDEN

I, Corina M. Caniz, Esquire, Attorney at Law, being duly sworn according to law, upon my oath, depose and say:

1. I am a member of the firm of Milstead & Associates, LLC, attorneys for Plaintiff in the above entitled cause of action.
2. Notice, Rule 237.1 was forwarded to the Defendant(s), place of residence by regular mail on November 21, 2003 and has not been returned to this office, so it can be assumed that same has been delivered to Defendants.

Sworn and Subscribed to  
before me this 5<sup>th</sup> day  
of January 2004.

Milstead & Associates, LLC

  
Corina M. Caniz, Esquire # 83509

LISA ANN THOMAS  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 1/9/2007

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Prothonotary

TO: John W. Leamer  
Jodi L. Leamer

November 21, 2003

---

EQUITY ONE, INC.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff

vs.

No.: 03-1565-CD

JOHN W. LEAMER AND  
JODI L. LEAMER

Defendant(s)

---

NOTICE, RULE 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 claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights.

You should take this paper to your lawyer at once. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

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

**Notice Pursuant To Fair Debt Collection Practices Act**  
This is an attempt to collect a debt and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

NOV-21-2003 10:57:17



Military Status Report  
Pursuant to the Soldiers' and Sailors' Civil Relief Act of 1940

Last Name	First	Middle	Begin Date	Active Duty Status	Service/Agency
LEAMER	JOHN				

Currently not on Active Military Duty, based on the Social Security Number and last name provided.

Upon searching the information data banks of the Department of Defense Manpower Data Center, the above is the current status of the Defendant(s), per the Information provided, as to all branches of the Military.

Kenneth C. Scheflen, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

**If you have information that makes you feel that the DMDC response is not correct, please send an e-mail to [sscra.helpdesk@osd.pentagon.mil](mailto:sscra.helpdesk@osd.pentagon.mil). For personal privacy reasons, SSNs are not available on this printed results page. Requesters submitting a SSN only receive verification that the SSN they submitted is a match or non-match.**

Department of Defense Manpower Data Center

NOV-21-2003 10:58:42



## Military Status Report

Pursuant to the Soldiers' and Sailors' Civil Relief Act of 1940

Last Name	First	Middle	Begin Date	Active Duty Status	Service/Agency
LEAMER	JODIE				

Currently not on Active Military Duty, based on the Social Security Number and last name provided.

Upon searching the information data banks of the Department of Defense Manpower Data Center, the above is the current status of the Defendant(s), per the Information provided, as to all branches of the Military.

A handwritten signature in black ink, appearing to read "Kenneth C. Scheflen".

Kenneth C. Scheflen, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

**If you have information that makes you feel that the DMDC response is not correct, please send an e-mail to [sscra.helpdesk@osd.pentagon.mil](mailto:sscra.helpdesk@osd.pentagon.mil). For personal privacy reasons, SSNs are not available on this printed results page. Requesters submitting a SSN only receive verification that the SSN they submitted is a match or non-match.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

JP MORGAN CHASE BANK

VS.

LEAMER, JOHN W. & JODI L.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14684

03-1565-CD

COPIED

10/19/00

SHERIFF RETURNS

NOW OCTOBER 21, 2003 AT 10:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT AT 116 1/2 & 166 3/4 E. PARK AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MELISSA JOHNS, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

NOW OCTOBER 20, 2003, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN W. LEAMER and JODI L. LEAMER, DEFENDANTS.

NOW OCTOBER 22, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN W. LEAMER and JODI L. LEAMER, DEFENDANTS BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON JODI L. LEAMER.

---

Return Costs

Cost	Description
55.00	SHERIFF HAWKINS PAID BY: ATTY
30.00	SURCHARGE PAID BY: ATTY.
41.50	JEFFERSON COUNTY SHFF. PAID BY: ATTY.

---

Sworn to Before Me This

So Answers,

\_\_\_\_ Day Of \_\_\_\_\_ 2003



Chester A. Hawkins  
Sheriff

FILED  
2004  
M. J. M. REC'D. OFFICE OF CLERK, CIRCUIT COURT

JAN 08 2004

William A. Shaw  
Prothonotary

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

JP Morgan Chase Bank  
Plaintiff(s)

No.: 2003-01565-CD

Real Debt: \$45,763.76

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John W. Leamer  
Jodi L. Leamer  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 8, 2004

Expires: January 8, 2009

Certified from the record this 8th day of January, 2004



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**

**JP MORGAN CHASE BANK**

**VS.**

**LEAMER, JOHN W. & JODI L.**

**Sheriff Docket #** 14684

**03-1565-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW OCTOBER 21, 2003 AT 10:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT AT 116 1/2 & 166 3/4 E. PARK AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MELISSA JOHNS, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

NOW OCTOBER 20, 2003, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN W. LEAMER and JODI L. LEAMER, DEFENDANTS.

NOW OCTOBER 22, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN W. LEAMER and JODI L. LEAMER, DEFENDANTS BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON JODI L. LEAMER.

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>55.00</b>	<b>SHERIFF HAWKINS PAID BY: ATTY</b>
<b>30.00</b>	<b>SURCHARGE PAID BY: ATTY.</b>
<b>41.50</b>	<b>JEFFERSON COUNTY SHFF. PAID BY: ATTY.</b>

---

**Sworn to Before Me This**

5<sup>th</sup> Day Of Nov. 2003

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

**So Answers,**

  
Chester A. Hawkins  
Sheriff

**FILED**

NOV 05 2003

  
William A. Shaw  
Prothonotary/Clerk of Courts

No. 03-1565-CD

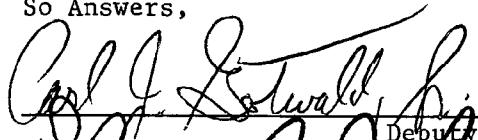
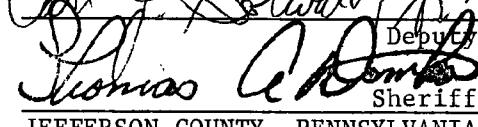
Personally appeared before me, Carl J. Gotwald, Sr., Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on October 22, 2003 at 9:00 o'clock A.M. served the Notice and Complaint in Mortgage Foreclosure upon JOHN W. LEAMER and JODI L. LEAMER, Defendants, at their residence, 20 Paradise Road, Borough of Sykesville, County of Jefferson, State of Pennsylvania, by handing to Jodi, personally, two true copies of the Notice and Complaint, and by making known to her the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 39.50 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 41.50
Refunded:	\$ 83.50

Sworn and subscribed  
to before me this 27<sup>th</sup>  
day of October 2003  
By Carly A. Demko

My Commission Expires The  
First Monday January 2006

So Answers,

  
Carl J. Gotwald, Sr.  
Deputy Sheriff  
  
Thomas A. Demko  
Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

**MILSTEAD & ASSOCIATES, LLC**

By: Corina M. Caniz, Esquire

Attorney ID# 83509

Woodland Falls Corporate Park

220 Lake Drive East, Suite 301

Cherry Hill, NJ 08002

(856) 482-1400

Attorneys for Plaintiff

---

**JP MORGAN CHASE BANK , as Trustee for  
Equity One ABS, Inc. Mortgage Pass-Through  
Certificates Series 2003-3** :  
**301 Lippincott Drive** :  
**Marlton, NJ 08053** :

**Plaintiff** :

**vs.** :

**JOHN W. LEAMER** :

**20 Paridise Road** :

**Sykesville, PA 15865** :

**and** :

**JODI L. LEAMER** :

**20 Paridise Road** :

**Sykesville, PA 15865** :

**Defendant(s)** :

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
TRIAL DIVISION**

**No.: 03-1565-CJ**

**CIVIL ACTION  
MORTGAGE FORECLOSURE**

**FILED**

OCT 17 2003

William A. Shaw  
Prothonotary

## **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 in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(ph) 814-765-2641, ext 5982

\*\*\*\*\*  
**NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT**  
\*\*\*\*\*

1. This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within 30 days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the Judgment against you, and a copy of such verification or judgement will be mailed to you by our offices.

**MILSTEAD & ASSOCIATES, LLC**

By: Corina M. Caniz, Esquire

Attorney ID# 83509

Woodland Falls Corporate Park

220 Lake Drive East, Suite 301

Cherry Hill, NJ 08002

(856) 482-1400

Attorneys for Plaintiff

---

<b>JP MORGAN CHASE BANK , as Trustee for</b>	<b>:</b>	
<b>Equity One ABS, Inc. Mortgage Pass-Through</b>	<b>:</b>	
<b>Certificates Series 2003-3</b>	<b>:</b>	
<b>301 Lippincott Drive</b>	<b>:</b>	
<b>Marlton, NJ 08053</b>	<b>:</b>	
 <b>Plaintiff</b>	 <b>:</b>	 <b>COURT OF COMMON PLEAS</b>
		<b>CLEARFIELD COUNTY</b>
		<b>TRIAL DIVISION</b>
 <b>vs.</b>	 <b>:</b>	 <b>No.:</b>
 <b>JOHN W. LEAMER</b>	 <b>:</b>	 <b>CIVIL ACTION</b>
<b>20 Paradise Road</b>	<b>:</b>	<b><u>MORTGAGE FORECLOSURE</u></b>
<b>Sykesville, PA 15865</b>	<b>:</b>	
<b>and</b>	<b>:</b>	
 <b>JODI L. LEAMER</b>	 <b>:</b>	
<b>20 Paradise Road</b>	<b>:</b>	
<b>Sykesville, PA 15865</b>	<b>:</b>	
 <b>Defendant(s)</b>	 <b>:</b>	

---

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, JP Morgan Chase Bank, as Trustee for Equity One, ABS, Inc. Mortgage Pass Through Certificates Series 2003-3, is a mortgage company, having an office and place of business at 301 Lippincott Drive, Marlton, New Jersey 08053.

2. Defendants, John W. Leamer and Jodi L. Leamer are the real owners of the premises hereinafter described.

3. The residence of the Defendants is 20 Paradise Road, Sykesville, PA 15865.

4. On March 20, 2003, Defendants, John W. Leamer and Jodi L. Leamer, executed and delivered to Equity One, Inc. d/b/a Popular Financial Services a note (the "Note") and mortgage (the "Mortgage"), a true and correct copy of the Note and Mortgage are attached as Exhibit "A". The Mortgage was recorded on March 26, 2003 in the Department of Records in and for the County of Clearfield at Instrument #200304725 Page I. A Power of Attorney for JPMorgan Chase Bank as Trustee for Equity One, ABS, Inc., Mortgage Pass-Through Certificate Series 2003-3 is being recorded in said county of property.

5. The said Note and Mortgage were in the principal amount of \$40,800.00, with an interest rate of 9.25% thereon, payable as to the principal and interest with monthly installments of \$335.65 commencing April 20, 2003. Said Note and Mortgage are incorporated herein by reference.

6. The Mortgage covers the following real estate (the "Mortgaged Premises"):

116 1/2 & 116 3/4 E. Park Avenue, Dubois, PA 15801.

7. The mortgage is in default because payments of principal and interest due May 20, 2003, and monthly thereafter are due and have not been paid, whereby the whole balance of principal and all interest due thereon have become due and payable forthwith together with late charges, escrow deficit (if any) and costs of collection including title search fees and reasonable attorney's fees.

8. The following amounts are due on the Mortgage and Note:

Balance of Principal	\$40,762.07
----------------------	-------------

Accrued but Unpaid Interest from 4/20/03 through 10/15/03 @ 9.25%	
---	--

per annum (\$10.33 per diem)	\$ 1,849.07
------------------------------	-------------

Title Search Fees	\$ 150.00
Reasonable Attorney's Fees	\$ 2,038.10
Accrued Late Charges from 4/20/03 through 10/15/03 @ \$16.78	
Per month	\$ 83.90
TOTAL as of 10/15/2003	\$44,883.14

Plus, the following amounts accrued after 10/15/2003:

Interest at the Rate of 9.25% per annum (\$10.33 per diem);

Late Charges of \$16.78 per month

9. Plaintiff has complied fully with Act No. 91 (35 P.S. §1680.401(c) of the 1983 Session of the General Assembly ("Act 91") of the Commonwealth of Pennsylvania, by mailing to the Defendants at 20 Paradise Road, Sykesville, PA 15865 and 116 ½ & 116 3/4 E. Park Avenue, Dubois, PA 15801 on July 18, 2003, the notice pursuant to § 403-C of Act 91, and the applicable time periods therein have expired. A-True and correct copy of such notice is attached hereto as Exhibit "B" and made apart hereof.

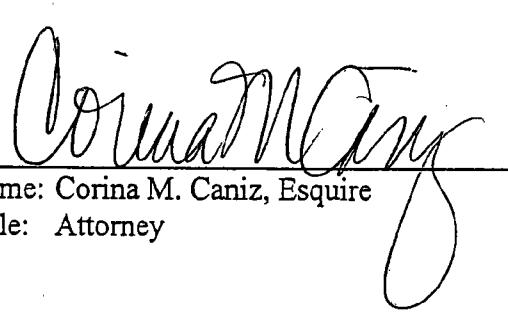
WHEREFORE, Plaintiff demands judgment against the Defendants for foreclosure and sale of the mortgaged premises in the amount due as set forth in paragraph 8, namely, **\$44,883.14**, plus the following amounts accruing after 10/15/2003, to the date of judgment: (a) interest of \$10.33 per day; (b) late charges of \$16.78 per month; plus interest at the legal rate allowed on judgments after the date of judgment, additional attorney's fees (if any) hereafter incurred, and costs of suit.

MILSTEAD & ASSOCIATES, LLC

  
\_\_\_\_\_  
Corina M. Caniz  
Attorney for Plaintiff

## VERIFICATION

I, Corina M. Caniz, hereby certify that I am an Attorney for Plaintiff and am authorized to make this verification on Plaintiff's behalf. I verify that the facts and statements set forth in the forgoing Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Name: Corina M. Caniz, Esquire

Title: Attorney

**NOTE****ORIGINAL**

MIN 1000466-0000364190-0

March 20, 2003  
[Date]Marlton  
[City]New Jersey  
[State]116 1/2 & 116 3/4 E PARK AVE., DUBOIS, PA 15801  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 40,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Equity One, Inc., dba Popular Financial Services

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 9.2500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 20th day of each month beginning on April 20, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 20, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 301 Lippincott Drive, Marlton, NJ 08053 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 335.65

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

00364190

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 -5N (0005).01 MW 05/00 Form 3200 1/01  
VMP MORTGAGE FORMS - (800)521-7291  
Page 1 of 3 



## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

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 -5N (0005).01

Page 2 of 3

Form 3280 1/01

Initials: 

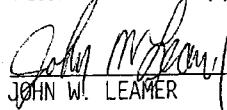
**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (die "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

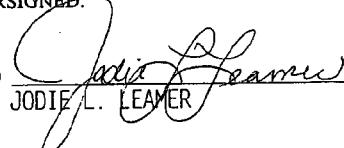
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
JOHN W. LEAMER

(Seal)  
-Borrower

  
JODIE L. LEAMER

(Seal)  
-Borrower

*[Sign Original Only]*

00364190

-SN (0005) Revised  
JB 050053 02/12/01

Page 3 of 3

Form 3200 1/01

Prepared By:  
Veronica Kornsey  
301 Lippincott Drive  
Marlton, NJ 08053

Return To:  
Equity One, Inc., dba  
Popular Financial Services  
301 Lippincott Drive,  
Marlton, NJ 08053

Parcel Number:

[Space Above This Line For Recording Data]

## MORTGAGE

MIN 1000466-0000364190-0

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 20, 2003 together with all Riders to this document.

(B) "Borrower" is JOHN W. LEAMER and JODIE L. LEAMER

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

00364190

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3039 1/01

VMP-6A(PA) (0206)

Page 1 of 18

MW 06/02

Initials

VMP MORTGAGE FORMS - (800)521-7291



(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction]  
of [Name of Recording Jurisdiction]:  
CLEARFIELD  
SEE ATTACHED LEGAL DESCRIPTION

which currently has the address of  
116 1/2 & 116 3/4 E PARK AVE.  
DUBOIS  
("Property Address"):

[Street]  
[City], Pennsylvania 15801 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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Initials: 

6A(PA) 10206

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Form 3039 1/01

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

00364190

-6A(PA) (0206)

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Initials: 

Form 3039 1/01

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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WMP-6A(PA) (0208)

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Initials: 

Form 3039 1/01

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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Initials: 

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dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to 00364190

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Initials: 

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Kathy L. Brinkhuser

John W. Leamer

(Seal)

-Borrower

Kathy L. Brinkhuser

Jodye L. Leamer

(Seal)

-Borrower

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-Borrower

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-Borrower

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Form 3039 1/01

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage of 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 servicing 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 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 SI CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO " HOMEOWER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE DALVAR SU CASA DE LA PERDOD DEL DERECHO A REDMIR SU HIPOTECA.

July 18, 2003

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Jodie L. Leamer  
116 1/2 & 116 3/4 E PARK AVE.  
DUBOIS PA 15801

LOAN ACCT NO.: 364190

ORIGINAL LENDER: Equity One, Inc.

CURRENT LENDER/SERVICER: Equity One, Inc.

**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 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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**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 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 requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:  
116 1/2 & 116 3/4 E PARK AVE.  
DUBOIS PA 15801

IS SERIOUSLY IN DEFAULT because:

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

May 2003 - June 2003 at      \$335.65 per month, totaling      \$1,006.95 plus the following:

Escrow:                        \$0.00  
Current Late Charges:        \$0.00  
Deferred Late Charges:      \$0.00  
NSF Charges:                 \$0.00

**TOTAL AMOUNT PAST DUE:    \$1,006.95**

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS    \$1,006.95 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 or money order made payable and sent to:

**Equity One, Inc.**  
**301 Lippincott Drive, Suite 100**  
**Marlton, New Jersey 08053**

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

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgaged 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 attorney's fees actually incurred by the lender even if they exceed \$50.00. Any Attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

**RIGHT TO CURE THE DEFAULT PRIOR TO THE SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you will 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 charges then due, reasonable attorney's fees and costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing the 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 mortgage property 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. 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 of the action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Equity One, Inc.  
Address: 301 Lippincott Drive, Suite 100  
Marlton, New Jersey 08053  
Phone Number: 1-866-361-3460  
Contact Person: Timothy Tracy

**EFFECT OF THE 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** 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 it at the sale and that the other requirements of the mortgage are satisfied. Please contact:

Equity One, Inc.  
301 Lippincott Drive, Suite 100  
Marlton, NJ 08053  
1-856-396-3606

**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 THE DEBT.

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

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

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDINGS 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.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS INCLUDED.

**Pennsylvania Housing Finance Agency  
Homeowner's Emergency Mortgage Assistance Program  
Consumer Credit Counseling Agencies**

**CLEARFIELD**

**CCCS of Northeastern PA**  
208 W. Hamilton Ave,  
Suite 1, Hamilton Square  
State College PA 16801  
(814) 238-3668  
FAX (814) 238-3669  
[info@cccsnepa.org](mailto:info@cccsnepa.org)

**CCCS of Western PA**  
219-A College Park Plaza  
Johnstown PA 15904  
888-599-2227 ext 108  
[mloftus@cccspa.org](mailto:mloftus@cccspa.org)

**CCCS of Western PA, Inc.**  
217 E. Plank Road  
Altoona PA 16602  
888-599-2227 ext 108  
[mloftus@cccspa.org](mailto:mloftus@cccspa.org)

**Indiana Co. Community Action Program**  
827 Water Street  
Box 187  
Indiana PA 15701  
(724) 465-2657  
FAX (724) 465-5118  
[iccap@mail.microserve.net](mailto:iccap@mail.microserve.net)

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown PA 15901  
(814) 535-6556  
FAX (814) 539-1688  
[kedcja@aol.com](mailto:kedcja@aol.com)

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage of 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 servicing 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 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 SI CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO " HOMEOWER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE DALVAR SU CASA DE LA PERDOD DEL DERECHO A REDMIR SU HIPOTECA.

July 18, 2003

381PA1 03/10/03 09:22 0000984 07/21/03 LTEQDSD02 2 OZ 0CB4302200

John W. Leamer  
116 1/2 & 116 3/4 E PARK AVE.  
DUBOIS PA 15801

LOAN ACCT NO.: 364190  
ORIGINAL LENDER: Equity One, Inc.  
CURRENT LENDER/SERVICER: Equity One, Inc.

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 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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**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 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 requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:  
116 1/2 & 116 3/4 E PARK AVE.  
DUBOIS PA 15801

IS SERIOUSLY IN DEFAULT because:

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

May 2003 - June 2003 at      \$335.65 per month, totaling      \$1,006.95 plus the following:

Escrow:                        \$0.00  
Current Late Charges:        \$0.00  
Deferred Late Charges:      \$0.00  
NSF Charges:                  \$0.00

**TOTAL AMOUNT PAST DUE:    \$1,006.95**

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS    \$1,006.95 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 or money order made payable and sent to:

**Equity One, Inc.**  
**301 Lippincott Drive, Suite 100**  
**Marlton, New Jersey 08053**

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

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgaged 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 attorney's fees actually incurred by the lender even if they exceed \$50.00. Any Attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

**RIGHT TO CURE THE DEFAULT PRIOR TO THE SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclose proceedings have begun, you will 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 charges then due, reasonable attorney's fees and costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing the 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 mortgage property 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. 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 of the action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<u>Name of Lender:</u>	Equity One, Inc.
<u>Address:</u>	301 Lippincott Drive, Suite 100
	Marlton, New Jersey 08053
<u>Phone Number:</u>	1-866-361-3460
<u>Contact Person:</u>	Timothy Tracy

**EFFECT OF THE 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** 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 it at the sale and that the other requirements of the mortgage are satisfied. Please contact:

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1-856-396-3606

**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 THE DEBT.

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

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TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDINGS 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.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS INCLUDED.**

**Pennsylvania Housing Finance Agency  
Homeowner's Emergency Mortgage Assistance Program  
Consumer Credit Counseling Agencies**

**CLEARFIELD**

CCCS of Northeastern PA  
208 W. Hamilton Ave,  
Suite 1, Hamilton Square  
State College PA 16801  
(814) 238-3668  
FAX (814) 238-3669  
[info@cccsnepa.org](mailto:info@cccsnepa.org)

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
888-599-2227 ext 108  
[mloftus@cccspa.org](mailto:mloftus@cccspa.org)

CCCS of Western PA, Inc.  
217 E. Plank Road  
Altoona PA 16602  
888-599-2227 ext 108  
mloftus@cccspa.org

Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana PA 15701  
(724) 465-2657  
FAX (724) 465-5118  
[iccap@mail.microserve.net](mailto:iccap@mail.microserve.net)

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown PA 15901  
(814) 535-6556  
FAX (814) 539-1688  
kedcja@aol.com

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage of 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 servicing 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 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 SI CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO " HOMEOWER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE DALVAR SU CASA DE LA PERDOD DEL DERECHO A REDMIR SU HIPOTECA.

July 18, 2003

381PAI 03/10/03 09:22 0000993 07/21/03 LTEQDOS02 2 02 0084302200

John W. Leamer  
20 PARADISE ROAD  
SYKESVILLE PA 15865-1014

LOAN ACCT NO.: 364190

ORIGINAL LENDER: Equity One, Inc.

CURRENT LENDER/SERVICER: Equity One, Inc.

**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 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 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 requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:  
116 1/2 & 116 3/4 E PARK AVE.  
DUBOIS PA 15801

IS SERIOUSLY IN DEFAULT because:

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

May 2003 - June 2003 at \$335.65 per month, totaling \$1,006.95 plus the following:

Escrow:	\$0.00
Current Late Charges:	\$0.00
Deferred Late Charges:	\$0.00
NSF Charges:	\$0.00

**TOTAL AMOUNT PAST DUE: \$1,006.95**

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$1,006.95 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 or money order made payable and sent to:

Equity One, Inc.  
301 Lippincott Drive, Suite 100  
Marlton, New Jersey 08053

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

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgaged 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 attorney's fees actually incurred by the lender even if they exceed \$50.00. Any Attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property 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. 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 of the action will be by contacting the lender.

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<b><u>Name of Lender:</u></b>	Equity One, Inc.
<b><u>Address:</u></b>	301 Lippincott Drive, Suite 100
	Marlton, New Jersey 08053
<b><u>Phone Number:</u></b>	1-866-361-3460
<b><u>Contact Person:</u></b>	Timothy Tracy

**EFFECT OF THE 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** 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 it at the sale and that the other requirements of the mortgage are satisfied. Please contact:

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

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Homeowner's Emergency Mortgage Assistance Program  
Consumer Credit Counseling Agencies**

**CLEARFIELD**

**CCCS of Northeastern PA**  
208 W. Hamilton Ave,  
Suite 1, Hamilton Square  
State College PA 16801  
(814) 238-3668  
FAX (814) 238-3669  
[info@cccsnepa.org](mailto:info@cccsnepa.org)

**CCCS of Western PA**  
219-A College Park Plaza  
Johnstown PA 15904  
888-599-2227 ext 108  
[mloftus@cccspa.org](mailto:mloftus@cccspa.org)

**CCCS of Western PA, Inc.**  
217 E. Plank Road  
Altoona PA 16602  
888-599-2227 ext 108  
[mloftus@cccspa.org](mailto:mloftus@cccspa.org)

**Indiana Co. Community Action Program**  
827 Water Street  
Box 187  
Indiana PA 15701  
(724) 465-2657  
FAX (724) 465-5118  
[iccap@mail.microserve.net](mailto:iccap@mail.microserve.net)

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown PA 15901  
(814) 535-6556  
FAX (814) 539-1688  
[kedcja@aol.com](mailto:kedcja@aol.com)

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage of 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.

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This Notice contains 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 SI CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO " HOMEOWER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE DALVAR SU CASA DE LA PERDOD DEL DERECHO A REDMIR SU HIPOTECA.

July 18, 2003

381PA1 03/10/03 09:22 0000994 07/21/03 L7EQD502 2 02 0084302200

**Jodie I. Leamer  
20 PARIDISE ROAD  
SYKESVILLE PA 15865-1014**

LOAN ACCT NO.: 364190

ORIGINAL LENDER: Equity One, Inc.

CURRENT LENDER/SERVICER: Equity One, Inc.

**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  
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MORTGAGE ASSISTANCE:**

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

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**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  
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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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116 1/2 & 116 3/4 E PARK AVE.  
DUBOIS PA 15801

IS SERIOUSLY IN DEFAULT because:

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

May 2003 - June 2003 at \$335.65 per month, totaling \$1,006.95 plus the following:

Escrow:	\$0.00
Current Late Charges:	\$0.00
Deferred Late Charges:	\$0.00
NSF Charges:	\$0.00

**TOTAL AMOUNT PAST DUE: \$1,006.95**

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Marlton, New Jersey 08053

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Name of Lender: Equity One, Inc.  
Address: 301 Lippincott Drive, Suite 100  
Marlton, New Jersey 08053  
Phone Number: 1-866-361-3460  
Contact Person: Timothy Tracy

**EFFECT OF THE 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 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 it at the sale and that the other requirements of the mortgage are satisfied. Please contact:

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1-856-396-3606

**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 THE 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).

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TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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**CLEARFIELD**

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208 W. Hamilton Ave,  
Suite 1, Hamilton Square  
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219-A College Park Plaza  
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Altoona PA 16602  
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**Indiana Co. Community Action Program**  
827 Water Street  
Box 187  
Indiana PA 15701  
(724) 465-2657  
FAX (724) 465-5118  
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