

03-1702-CD  
LASALLE BAN, N A vs. DOROTHY S. ALLISON

FEDERMAN AND PHELAN, LLP

By: FRANK FEDERMAN, ESQ., Id. No. 12248  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION

LASALLE BANK, NATIONAL ASSOCIATION, AS TRUSTEE  
UNDER THE POOLING AND SERVICING AGREEMENT  
DATED AS OF APRIL 1, 2002, AMONG ASSET BACKED  
FUNDING CORPORATION, LITTON LOAN SERVICING, LP  
AND LASALLE BANK NATIONAL ASSOCIATION, ABFC  
ASSET-BACKED CERTIFICATES, SERIES 2002-SB1  
4828 LOOP CENTRAL DRIVE  
HOUSTON, TX 77081-2226

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 03-1702-C2

CLEARFIELD COUNTY

Plaintiff

v.

DOROTHY S. ALLISON  
RR1 BOX 351 BLOOMING ROAD  
A/K/A 1927 BLOOMINGTON GLEN ROAD  
OLANTA, PA 16863

FILED

NOV 14 2003

William A. Shaw  
Prothonotary/Clerk of Courts

Defendant(s)

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing 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, 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.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.**

1. Plaintiff is

LASALLE BANK, NATIONAL ASSOCIATION, AS TRUSTEE  
UNDER THE POOLING AND SERVICING AGREEMENT DATED AS  
OF APRIL 1, 2002, AMONG ASSET BACKED FUNDING  
CORPORATION, LITTON LOAN SERVICING, LP AND LASALLE  
BANK NATIONAL ASSOCIATION, ABFC ASSET-BACKED  
CERTIFICATES, SERIES 2002-SB1  
4828 LOOP CENTRAL DRIVE  
HOUSTON, TX 77081-2226

2. The name(s) and last known address(es) of the Defendant(s) are:

DOROTHY S. ALLISON  
RR1 BOX 351 BLOOMING ROAD  
A/K/A 1927 BLOOMINGTON GLEN ROAD

who is/are the mortgagor(s) and real owner(s) of the property hereinafter described.

3. On 09/28/01 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR FSB which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. Instrument #20015965, Page . PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/03/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$43,744.89
Interest	3,223.36
04/03/2003 through 11/12/2003 (Per Diem \$14.39)	
Attorney's Fees	1,250.00
Cumulative Late Charges	134.28
09/28/2001 to 11/12/2003	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 48,902.53
Escrow	
Credit	- 12.53
Deficit	0.00
Subtotal	<u>\$- 12.53</u>
<b>TOTAL</b>	<b>\$ 48,890.00</b>

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 48,890.00, together with interest from 11/12/2003 at the rate of \$14.39 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP

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

*Francis S. Hallinan*  
/s/Francis S. Hallinan

FRANK FEDERMAN, ESQUIRE

LAWRENCE T. PHELAN, ESQUIRE

FRANCIS S. HALLINAN, ESQUIRE

Attorneys for Plaintiff

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

BEGINNING at a stake on the North side of State Highway  
Route No. 17037, leading from Bloomington to Glen Kichay  
Three Hundred and Fifty-five (355') feet West of the point  
of intersection of said State Highway Route 17037 and private  
road leading to lands now or formerly of the David E. Bloom  
Estate; thence over lands of the former Grantors North One  
Hundred (100) feet to a stake; thence in a Westerly direction  
over lands of the former Grantors Three Hundred (300') feet  
to a stake; thence over lands of the former Grantors in a  
Southerly direction One Hundred (100') feet to a stake on the  
North side of said State Highway Route 17037; thence along  
the North side of State Highway Route East Three Hundred (300)  
feet to stake and place of beginning. Said lot or piece of  
land having a frontage of Three Hundred (300) feet along State  
Highway Route 17037 and extending back in depth of uniform  
width One Hundred (100) feet. Containing in all approximately  
Three fourths (3/4) of an Acre.

PROPERTY ADDRESS: RR 1 BOX 351 a/k/a 1927 BLOOMINGTON  
GLEN ROAD

VERIFICATION

Gina Allen hereby states that she is FC Processor of LITTON LOAN SERVICING mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Gina Allen

DATE: 11/11/03

*FILED* *Atty pd. 85.00*  
*0/11:03:21* *ICC SHFF*  
NOV 14 2003

William A. Shaw  
Prothonotary/Clerk of Courts



**In The Court of Common Pleas of Clearfield County, Pennsylvania**

LASALLE BANK

VS.

ALLISON, DOROTHY S.

Sheriff Docket #

14803

03-1702-CD

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

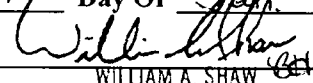
NOW NOVEMBER 26, 2003 AT 2:46 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DOROTHY S. ALLISON, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DOROTHY S. ALLISON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

**Return Costs**

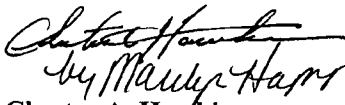
Cost	Description
58.60	SHERIFF HAWKINS PAID BY: ATTY CK# 313195
10.00	SURCHARGE PAID BY: ATTY CK# 313196

**Sworn to Before Me This**

19<sup>th</sup> Day Of Jan. 2004

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

**So Answers,**

  
Chester A. Hawkins  
Sheriff

**FILED**

01/19/2004  
JAN 19 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

**LASALLE BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF APRIL 1, 2002, AMONG  
ASSET BACKED FUNDING CORPORATION, LITTON  
LOAN SERVICING, LP AND LASALLE BANK  
NATIONAL ASSOCIATION, ABFC ASSET-BACKED  
CERTIFICATES, SERIES 2002-SB1**

**vs.**

**DOROTHY S. ALLISON**

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

**No. 2003-01702-CD**

**PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due

\$49,724.62

Interest from 1/8/04 to  
Date of Sale (\$8.17 per diem)

\_\_\_\_\_ and Costs.

*125.00 Prothonotary costs*

*Frank Federman*

Frank Federman, Esquire

Attorney for Plaintiff

One Penn Center at Suburban Station

1617 John F. Kennedy Blvd., Suite 1400

Philadelphia, PA 19103-1814

Note: Please attach description of Property.

MLD

**FILED**

*LS*  
**JAN 23 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

No. 2003-01702-CD

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

LASALLE BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF APRIL 1, 2002, AMONG  
ASSET BACKED FUNDING CORPORATION, LITTON  
LOAN SERVICING, LP AND LASALLE BANK  
NATIONAL ASSOCIATION, ABFC ASSET-BACKED  
CERTIFICATES, SERIES 2002-SB1

vs.

DOROTHY S. ALLISON

**PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)**

Frank Trauman  
**Attorney for Plaintiff(s)**

Address: RR 1 BOX 351 BLOOMING ROAD A/K/A 1927 BLOOMINGTON GLEN ROAD,  
OLANTA, PA 16863

Where papers may be served.

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED** *Atty. od.*  
*1:46:00*  
JAN 23 2004  
*1 CC & 6 units w/prop.*  
*description*

CLEARFIELD COUNTY

LASALLE BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF APRIL 1,  
2002, AMONG ASSET BACKED FUNDING  
CORPORATION, LITTON LOAN SERVICING, LP  
AND LASALLE BANK NATIONAL ASSOCIATION,  
ABFC ASSET-BACKED CERTIFICATES, SERIES  
2002-SB1

No.: 2003-01702-CD

vs.

DOROTHY S. ALLISON

**AFFIDAVIT PURSUANT TO RULE 3129**  
**(Affidavit No. 1)**

LASALLE BANK, NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF APRIL 1, 2002, AMONG ASSET BACKED FUNDING  
CORPORATION, LITTON LOAN SERVICING, LP AND LASALLE BANK NATIONAL ASSOCIATION,  
ABFC ASSET-BACKED CERTIFICATES, SERIES 2002-SB1, Plaintiff in the above action, by its attorney,  
Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following  
information concerning the real property located at RR 1 BOX 351 BLOOMING ROAD A/K/A 1927  
BLOOMINGTON GLEN ROAD, OLANTA, PA 16863:

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

DOROTHY S. ALLISON

RR 1 BOX 351 BLOOMING ROAD  
A/K/A 1927 BLOOMINGTON GLEN ROAD  
OLANTA, PA 16863

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

SAME AS ABOVE

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

January 7, 2004

CLEARFIELD COUNTY

LASALLE BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF APRIL 1,  
2002, AMONG ASSET BACKED FUNDING  
CORPORATION, LITTON LOAN SERVICING, LP  
AND LASALLE BANK NATIONAL ASSOCIATION,  
ABFC ASSET-BACKED CERTIFICATES, SERIES  
2002-SB1

No.: 2003-01702-CD

vs.

DOROTHY S. ALLISON

**AFFIDAVIT PURSUANT TO RULE 3129  
(Affidavit No. 2)**

LASALLE BANK, NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF APRIL 1, 2002, AMONG ASSET BACKED FUNDING  
CORPORATION, LITTON LOAN SERVICING, LP AND LASALLE BANK NATIONAL ASSOCIATION,  
ABFC ASSET-BACKED CERTIFICATES, SERIES 2002-SB1, Plaintiff in the above action, by its attorney,  
Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following  
information concerning the real property located at RR 1 BOX 351 BLOOMING ROAD A/K/A 1927  
BLOOMINGTON GLEN ROAD, OLANTA, PA 16863:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	--

None.

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

Name	Last Known Address (if address cannot be reasonable ascertained, please indicate)
------	--

None.

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

Name

Last Known Address (if address cannot be  
reasonable ascertained, please indicate)

None.

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

Clearfield County Domestic Relations

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

Name

Last Known Address (if address cannot be  
reasonably ascertained, please indicate)

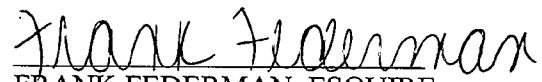
Commonwealth of Pennsylvania  
Department of Welfare

PO Box 2675  
Harrisburg, PA 17105

Tenant/Occupant

RR 1 BOX 351 BLOOMING ROAD  
A/K/A 1927 BLOOMINGTON GLEN ROAD  
OLANTA, PA 16863

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

January 7, 2004

FEDERMAN AND PHELAN, LLP  
By: FRANK FEDERMAN, ESQUIRE  
ONE PENN CENTER AT  
SUBURBAN STATION  
1617 JOHN F. KENNEDY BOULEVARD  
SUITE 1400  
PHILADELPHIA, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF  
COURT OF COMMON PLEAS  
CIVIL DIVISION

LASALLE BANK, NATIONAL ASSOCIATION,  
AS TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF  
APRIL 1, 2002, AMONG ASSET BACKED  
FUNDING CORPORATION, LITTON LOAN  
SERVICING, LP AND LASALLE BANK  
NATIONAL ASSOCIATION, ABFC ASSET-  
BACKED CERTIFICATES, SERIES 2002-SB1

No.: 2003-01702-CD

CLEARFIELD COUNTY

vs.

DOROTHY S. ALLISON

CERTIFICATION

FRANK FEDERMAN, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ☐ an FHA Mortgage
- ☐ non-owner occupied
- ☐ vacant
- ☒ Act 91 procedures have been fulfilled

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)  
Pa.R.C.P. 3180 to 3183 and Rule 3257

COPY

LASALLE BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF APRIL 1, 2002, AMONG  
ASSET BACKED FUNDING CORPORATION, LITTON  
LOAN SERVICING, LP AND LASALLE BANK  
NATIONAL ASSOCIATION, ABFC ASSET-BACKED  
CERTIFICATES, SERIES 2002-SB1

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 2003-01702-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

vs.

DOROTHY S. ALLISON

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: **RR 1 BOX 351 BLOOMING ROAD A/K/A 1927 BLOOMINGTON GLEN  
ROAD, OLANTA, PA 16863**

(See legal description attached.)

Amount Due

\$49,724.62

Interest from 1/8/04 to  
Date of Sale (\$8.17 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.

*125.00 Prothonotary Costs*

Dated

1/23/04  
(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy

MLD



No. 2003-01702-CD

**In the Court of Common Pleas of  
Clearfield County, Pennsylvania**

LASALLE BANK, NATIONAL ASSOCIATION, AS TRUSTEE UNDER  
THE POOLING AND SERVICING AGREEMENT DATED AS OF APRIL  
1, 2002, AMONG ASSET BACKED FUNDING CORPORATION, LITTON  
LOAN SERVICING, LP AND LASALLE BANK NATIONAL  
ASSOCIATION, ABFC ASSET-BACKED CERTIFICATES, SERIES  
2002-SB1

vs.

DOROTHY S. ALLISON

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt	<u>\$49,724.62</u>
Int. from 1/8/04 to Date of Sale (\$8.17 per diem)	_____
Costs	_____
Prothy. Pd.	<u>125.00</u>
Sheriff	_____

  
Attorney for Plaintiff

Address: RR 1 BOX 351 BLOOMING ROAD A/K/A 1927 BLOOMINGTON GLEN  
ROAD, OLANTA, PA 16863

Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

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

BEGINNING at a stake on the North side of State Highway Route No. 17037, leading from Bloomington to Clan Richey three hundred and fifty-five (355') feet West of the point of intersection of said State Highway Route 17037 and private road leading to lands now or formerly of the David E. Bloom Estate; thence over lands of the former Grantors North One Hundred (100) feet to a stake; thence in a Westerly direction over lands of the former Grantors Three Hundred (300') feet to a stake; thence over lands of the former Grantors in a Southerly direction One Hundred (100') feet to a stake on the North side of said State Highway Route 17037; thence along the North side of State Highway Route East Three Hundred (300) feet to a stake and place of beginning. Said lot or piece of land having a frontage of Three Hundred (300) feet along State Highway Route 17037 are extending back in depth of uniform width One Hundred (100) feet.

CONTAINING in all approximately Three fourths (3/4) of an Acre.

BEING THE SAME PREMISES WHICH C. Alan Walker, Susan W. Kriner and Anne Walker Naco t/a Shannon Land and Mining Company by Deed dated 5/14/1990 and recorded 6/19/1990 in the County of Clearfield in Record Book 1350, Page 318 conveyed unto Dorothy S. Allison, an individual, in fee.

Tax Parcel #123-L10-3

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF APRIL 1,  
2002, AMONG ASSET BACKED FUNDING  
CORPORATION, LITTON LOAN SERVICING, LP  
AND LASALLE BANK NATIONAL ASSOCIATION,  
ABFC ASSET-BACKED CERTIFICATES, SERIES  
2002-SB1  
4828 LOOP CENTRAL DRIVE  
HOUSTON, TX 77081-2226

No.: 2003-01702-CD

vs.

DOROTHY S. ALLISON  
RR 1 BOX 351 BLOOMING ROAD  
A/K/A 1927 BLOOMINGTON GLEN ROAD  
OLANTA, PA 16863

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$48,890.00
Interest (11/12/03 to 1/8/04)	<u>834.62</u>
<b>TOTAL</b>	<b>\$49,724.62</b>

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

  
FRANK FEDERMAN, ESQUIRE  
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: January 23, 2004

  
PRO PROTHY

MLD

**FILED**

**JAN 23 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP  
FRANK FEDERMAN, ESQ., Id. No. 12248  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

LASALLE BANK, NATIONAL ASSOCIATION, AS : COURT OF COMMON PLEAS  
TRUSTEE UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF APRIL 1, 2002, : CIVIL DIVISION  
AMONG ASSET BACKED FUNDING  
CORPORATION, LITTON LOAN SERVICING, LP : CLEARFIELD COUNTY  
AND LASALLE BANK NATIONAL ASSOCIATION,  
ABFC ASSET-BACKED CERTIFICATES, SEIES 2002- : NO. 2003-01702-CD  
SB1

Plaintiff

Vs.

DOROTHY S. ALLISON  
Defendants

**FILE COPY**

**TO: DOROTHY S. ALLISON**  
**RR1 BOX 351 BLOOMING ROAD A/K/A 1927 BLOOMINGTON GLEN ROAD**  
**OLANTA, PA 16863**

**DATE OF NOTICE: DECEMBER 22, 2003**

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

FRANK FEDERMAN, ESQUIRE  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
Attorneys for Plaintiff

FEDERMAN AND PHELAN, LLP

By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

LASALLE BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF APRIL 1,  
2002, AMONG ASSET BACKED FUNDING  
CORPORATION, LITTON LOAN SERVICING, LP  
AND LASALLE BANK NATIONAL ASSOCIATION,  
ABFC ASSET-BACKED CERTIFICATES, SERIES  
2002-SB1

CLEARFIELD COUNTY

No.: 2003-01702-CD

vs.

DOROTHY S. ALLISON

**VERIFICATION OF NON-MILITARY SERVICE**

FRANK FEDERMAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant, DOROTHY S. ALLISON, is over 18 years of age, and resides at RR 1 BOX 351 BLOOMING ROAD A/K/A 1927 BLOOMINGTON GLEN ROAD, OLANTA, PA 16863 .

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

  
FRANK FEDERMAN, ESQUIRE

FILED Atty pd. 20.00

M/1:37 PM  
JAN 23 2004 1cc & Notice to Def.

William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

COPY

LASALLE BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF APRIL 1,  
2002, AMONG ASSET BACKED FUNDING  
CORPORATION, LITTON LOAN SERVICING, LP  
AND LASALLE BANK NATIONAL ASSOCIATION,  
ABFC ASSET-BACKED CERTIFICATES, SERIES  
2002-SB1

No.: 2003-01702-CD

Plaintiff

vs.

DOROTHY S. ALLISON

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered  
against you on January 23, 2004.

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

If you have any questions concerning this matter please contact:

Frank Federman  
FRANK FEDERMAN, ESQUIRE  
Attorney or Party Filing  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

\*\*THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE  
PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD  
NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY  
ENFORCEMENT OF A LIEN AGAINST PROPERTY.\*\*

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

COPY

LaSalle Bank, National Association  
Plaintiff(s)

No.: 2003-01702-CD

Real Debt: \$49,724.62

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Dorothy S. Allison  
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: January 23, 2004

Expires: January 23, 2009

Certified from the record this 23rd 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



AFFIDAVIT OF SERVICE

CLEARFIELD COUNTY

PLAINTIFF

LASALLE BANK, NATIONAL ASSOCIATION,  
AS TRUSTEE UNDER THE POOLING AND  
SERVICING AGREEMENT DATED AS OF  
APRIL 1, 2002, AMONG ASSET BACKED  
FUNDING CORPORATION, LITTON LOAN  
SERVICING, LP AND LASALLE BANK  
NATIONAL ASSOCIATION, ABFC ASSET-  
BACKED CERTIFICATES, SERIES 2002-SB1

ACCT. #10442839

**RUSH!**

DEFENDANT

DOROTHY S. ALLISON

COURT NO.: 2003-01702-CD

SERVE DOROTHY S. ALLISON AT:

RR 1 BOX 351 BLOOMING ROAD A/K/A 1927  
BLOOMINGTON GLEN ROAD  
OLANTA, PA 16863

TYPE OF ACTION

XX Notice of Sheriff's Sale  
SALE DATE: MAY 7, 2004

**FILED**

APR 15 2004

William A. Shaw  
Prothonotary-Clerk of Courts

SERVED

Served and made known to Dorothy S. Allison, Defendant on the 07 day of April, 2004, at 7:15, o'clock P. M., at RR 1 Box 351, SR 3007 & Grice Rd., Commonwealth of Pennsylvania, in the manner described below:

☒ Defendant personally served.

☐ Adult family member with whom Defendant(s) reside(s).

Relationship is \_\_\_\_\_.

☐ Adult in charge of Defendant's residence who refused to give name or relationship.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant's office or usual place of business.

☐ \_\_\_\_\_ an officer of said Defendant's company.

☐ Other: \_\_\_\_\_.

Description: Age 53 Height 5'5" Weight 145 Race W Sex M Other \_\_\_\_\_

I, Thomas P. Chatham, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this 8th day  
of April, 2004.

Notary:

By:

Marilyn A. Campbell

NOT SERVED

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_ o'clock \_\_. M., Defendant NOT FOUND because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_.

By:

Notary:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Marilyn A. Campbell, Notary Public  
City of Altoona, Blair County  
My Commission Expires Oct. 28, 2007  
Member, Pennsylvania Association of Notaries

ATTORNEY FOR PLAINTIFF  
FRANK FEDERMAN, ESQUIRE  
I.D.#12248  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

REC'D

Prothonotary, State of South

W. of N. York

FILED No  
MAY 10 2004  
APR 15 2004  
cc  
[Signature]

by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
  
: CIVIL DIVISION  
  
: NO. 2003-~~01~~-01702-CD

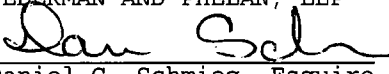
vs.  
Dorothy S. Allison

**PRAECIPE FOR RULE TO SHOW CAUSE**

TO THE PROTHONOTARY:

Kindly enter a Rule upon Dorothy S. Allison , Defendant(s) to show cause  
why the attached Order for Reassessment of Damages should not be entered.

FEDERMAN AND PHELAN, LLP

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

**FILED**

**APR 12 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2003-~~01~~-01702-CD

vs.  
Dorothy S. Allison

**RULE**

AND NOW, this            day of            , 2004, a Rule is entered  
upon Dorothy S. Allison , Defendant(s) to show cause why the attached Order for  
Reassessment of Damages should not be entered.

RULE RETURNABLE the            day of            , 2004.

BY THE COURT:

\_\_\_\_\_  
J.

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
  
: CIVIL DIVISION  
  
: NO. 2003-~~01~~-01702-CD

vs.  
Dorothy S. Allison

ORDER

AND NOW, this                      day of                      , 2004, the  
Prothonotary is ORDERED to reassess the damages in this case as follows:

Principal Balance	43,744.89
Interest Amount	5,680.82
May 3, 2003 through May 7, 2004	
Late Charges: <i>To the Filing of the complaint</i>	134.28
Legal fees	1,250.00
Cost of Suit and Title	1,002.50
Sheriff's Sale Costs	0.00
Inspections/Other	66.00
Appraisal Fees	100.00
Escrow	
Credit	0.00
Deficit	1,606.18
<b>TOTAL</b>	<b>\$53,584.67</b>

Plus interest per diem from May 7, 2004 through Date of Sale at six (6%) percent.

NOTE: THE ABOVE FIGURE IS NOT A PAY OFF - SHERIFF'S SALE COSTS  
AND COMMISSION ARE NOT INCLUDED IN THE ABOVE FIGURES.

BY THE COURT:

\_\_\_\_\_  
J.

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
  
: CIVIL DIVISION  
  
: NO. 2003-01-01702-CD

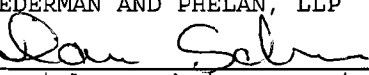
vs.  
Dorothy S. Allison

**AFFIDAVIT OF SERVICE**

Daniel G. Schmieg, Esquire, hereby certifies that a copy of Plaintiff's  
Petition for Reassessment of Damages have been sent to the individuals  
indicated below on April 8, 2004.

Dorothy S. Allison  
RR1 Box 351 Blooming Road, A/K/A  
1927 Bloomingtown Glen Road,  
Olanta, PA 16863

DATE: April 8, 2004

FEDERMAN AND PHELAN, LLP  
By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS

vs.  
Dorothy S. Allison

: CIVIL DIVISION  
: NO. 2003-01-01702-CD

**MOTION TO MAKE RULE ABSOLUTE**

Plaintiff, by its Attorney, Daniel G. Schmieg, Esquire, hereby petitions this Honcrable Court to make Rule to Show Cause absolute in the above captioned mortgage foreclosure action, and in support thereof, avers as follows:

1. That it is the Plaintiff in this action.

2. A Petition for Reassessment of Damages was filed with the Court on \_\_\_\_\_ and Rule was entered upon Defendant(s) Dorothy S. Allison on \_\_\_\_\_ to show cause why the Order for Reassessment should not be entered.

3. The Rule to Show Cause was timely served upon all parties in accordance with the applicable Rules of Civil Procedure, and a Certification of Service is attached hereto.

4. Defendant(s) failed to respond or otherwise plead to the Rule Returnable date of \_\_\_\_\_.

WHEREFORE, Petitioner prays this Honorable Court make the Rule to Show Cause absolute and enter the Order for Reassessment of Damages.

Respectfully submitted:

  
Daniel G. Schmieg, Esquire  
Attorney for Petitioner

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
  
: CIVIL DIVISION  
  
: NO. 2003-01-01702-CD

vs.  
Dorothy S. Allison

**PLAINTIFF'S PETITION FOR REASSESSMENT OF DAMAGES**

Plaintiff, by its Attorney, Daniel G. Schmieg, Esquire, moves the Court to direct the Prothonotary to reassess the damages in this matter, and in support thereof avers the following:

1. Complaint in Mortgage Foreclosure was filed on November 14, 2003.
2. Judgment was entered against Defendant(s) on January 23, 2004 in the amount of 49,724.62.
3. The mortgaged premises are listed for Sheriff's Sale on May 7, 2004.
4. Additional sums have been incurred or expended on Defendant(s)' behalf since the Complaint was filed and Defendant(s) have been given credit for any payments that have been made since the judgment, if any.



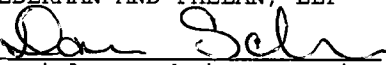
The amount of damages should now read as follows:

Principal Balance	43,744.89
Interest Amount	5,680.82
May 3, 2003 through May 7, 2004	
Late Charges: <i>To the Filing of the complaint</i>	134.28
Legal fees	1,250.00
Cost of Suit and Title	1,002.50
Sheriff's Sale Costs	0.00
Inspections/Other	66.00
Appraisal Fees	100.00
Escrow	
Credit	0.00
Deficit	1,606.18
<b>TOTAL</b>	<b>\$53,584.67</b>

5. Under the terms of the mortgage, which mortgage is recorded in the Office of the Recorder of Deeds in Mortgage Instrument NO. (#20015965), Plaintiff is entitled to judgment in the amount as set forth in paragraph four herein the amount of judgment against the Defendant(s).

WHEREFORE, Plaintiff respectfully requests this Honorable Court issue an Order to the Prothonotary to reassess the damages as set forth above.

FEDERMAN AND PHELAN, LLP

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

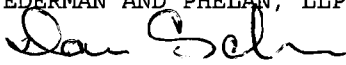
**VERIFICATION**

Daniel G. Schmieg, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this affidavit, and that the statements made in the foregoing Petition for Reassessment of Damages are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: April 8, 2004

FEDERMAN AND PHELAN, LLP

By:

  
Daniel G. Schmieg, Esquire  
Attorney For Plaintiff

11/11/2011  
A.C.  
G  
KEL

CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LA SALLE BANK

vs.

DOROTHY S. ALLISON

:  
:  
: No. 03-1702-CD  
:  
:

NOW, this 16<sup>th</sup> day of April, 2004, upon consideration of the Plaintiff's Petition for Reassessment of Damages, a Rule is hereby issued upon the Defendant to Show Cause why the Petition should not be granted. Rule Returnable the 16 day of May, 2004, for filing written response.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION OR MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

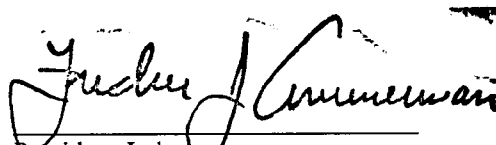
COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1300 or 1301

FILED

APR 16 2004

William A. Snow  
Prothonotary, Clerk of Courts

BY THE COURT:

  
President Judge

FILED

acc

APR 16 2004

William A. Swaney

Prothonotary, Clerk of Courts

Attg Schmieg  
MPS

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS

vs.  
Dorothy S. Allison

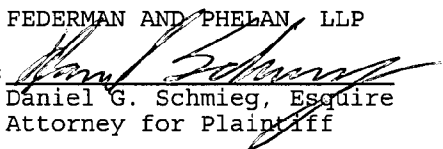
: CIVIL DIVISION  
2003-1702-CD  
: NO. 2003-01-01702-CD

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the Rule  
Returnable Date of May 6, 2004 and a copy of Plaintiff's Petition for  
Reassessment of Damages have been sent to the individuals indicated below on  
April 26, 2004.

Dorothy S. Allison  
RR 1 Box 351 Blooming Road, A/K/A 1927 Bloomington Glen Road,  
Olanta , PA 16863

FEDERMAN AND PHELAN LLP

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: April 26, 2004

FILED

APR 27 2004

William A. Gray  
Prothonotary, Clerk of Courts

FILED *no*

*M/11-01/84*  
APR 27 2004 *92*

William A. Shaw  
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2003-~~01~~-01702-CD

vs.  
Dorothy S. Allison

ORDER

AND NOW, this 11<sup>th</sup> day of May, 2004, upon  
consideration of Plaintiff's Motion to Make Rule Absolute, it is hereby  
ORDERED and DECREED that the Rule entered upon Defendant(s) shall be and  
is hereby made absolute and Plaintiff's Petition is GRANTED and it is  
further

ORDERED that the Prothonotary reassess the damages in this case as  
follows:

Principal Balance	43,744.89
Interest Amount	5,680.82
May 3, 2003 through May 7, 2004	
Late Charges: To the Filing of the complaint	134.28
Legal fees	1,250.00
Cost of Suit and Title	1,002.50
Sheriff's Sale Costs	0.00
Inspections/Other	66.00
Appraisal Fees	100.00
Escrow	
Credit	0.00
Deficit	1,606.18
<b>TOTAL</b>	<b>\$53,584.67</b>

FILED

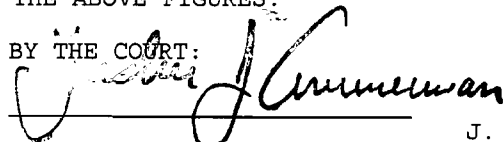
MAY 11 2004

12:20 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 CMC TO ATT

Plus interest per diem from May 7, 2004 through Date of Sale at six (6%)  
percent.

NOTE: THE ABOVE FIGURE IS NOT A PAY OFF - SHERIFF'S SALE COSTS  
AND COMMISSION ARE NOT INCLUDED IN THE ABOVE FIGURES.

BY THE COURT:

  
J.



FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
  
: CIVIL DIVISION  
  
: NO. 2003-01-01702-CD

vs.  
Dorothy S. Allison

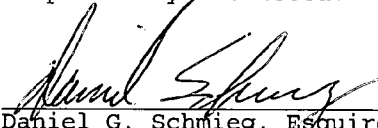
**MOTION TO MAKE RULE ABSOLUTE**

Plaintiff, by its Attorney, Daniel G. Schmieg, Esquire, hereby petitions this Honorable Court to make Rule to Show Cause absolute in the above captioned mortgage foreclosure action, and in support thereof, avers as follows:

1. That it is the Plaintiff in this action.
2. A Petition for Reassessment of Damages was filed with the Court on April 9, 2004 and Rule was entered upon Defendant(s) Dorothy S. Allison on April 16, 2004 to show cause why the Order for Reassessment should not be entered.
3. The Rule to Show Cause was timely served upon all parties in accordance with the applicable Rules of Civil Procedure, and a Certification of Service is attached hereto.
4. Defendant(s) failed to respond or otherwise plead to the Rule Returnable date of May 6, 2004.

WHEREFORE, Petitioner prays this Honorable Court make the Rule to Show Cause absolute and enter the Order for Reassessment of Damages.

Respectfully submitted:

  
Daniel G. Schmieg, Esquire  
Attorney for Petitioner

**FILED**

**MAY 10 2004**

William A Shaw  
Prothonotary, Clerk of Courts

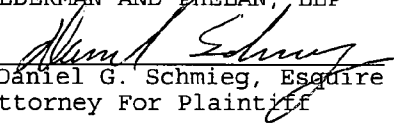
VERIFICATION

Daniel G. Schmieg, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this affidavit, and that the statements made in the foregoing Motion to Make Rule Absolute are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: May 7, 2004

FEDERMAN AND PHELAN, LLP

By:

  
Daniel G. Schmieg, Esquire  
Attorney For Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LA SALLE BANK

vs.

DOROTHY S. ALLISON

:  
:  
: No. 03-1702-CD  
:  
:

NOW, this 16<sup>th</sup> day of April, 2004, upon consideration of the  
Plaintiff's Petition for Reassessment of Damages, a Rule is hereby issued upon the Defendant  
to Show Cause why the Petition should not be granted. Rule Returnable the 6  
day of May, 2004, for filing written response.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT.  
IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE  
FOLLOWING PETITION OR MOTION BY ENTERING A WRITTEN APPEARANCE  
PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT  
YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU.  
YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED  
WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE  
COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE  
PETITIONER OR MOVANT. YOU MAY LOSE 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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1300 or 1301

BY THE COURT:

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

/s/ Fredric J. Ammerman

President Judge

APR 16 2004

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts



FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

FEDERMAN AND PHELAN  
ATTORNEY FILE COPY  
PLEASE RETURN

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
  
: CIVIL DIVISION  
  
: NO. 2003-01-01702-CD

vs.  
Dorothy S. Allison

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the Rule  
Returnable Date of May 6, 2004 and a copy of Plaintiff's Petition for  
Reassessment of Damages have been sent to the individuals indicated below on  
April 26, 2004.

Dorothy S. Allison  
RR 1 Box 351 Blooming Road, A/K/A 1927 Bloomington Glen Road,  
Olanta, PA 16863

FEDERMAN AND PHELAN, LLP

By: *Daniel G. Schmieg*  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: April 26, 2004

FILED  
COPY  
APR 27 2004  
JIM A. SHAW  
Prothonotary, Clerk of Courts

24

FILED  
MAY 10 2004  
WILLIAM A. SHAW  
PROthonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15293  
NO: 03-1702-CD

PLAINTIFF: LASALLE BANK, NATIONAL ASSOCIATION, ET AL

vs.

DEFENDANT: DOROTHY S. ALLISON

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/23/2004

LEVY TAKEN 03/17/2004 @ 2:22 PM

POSTED 03/17/2004 @ 2:22 PM

SALE HELD 05/07/2004

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/07/2005

DATE DEED FILED **NOT SOLD**

**FILED** *ok*  
*01/11/10/BL*  
FEB 07 2005

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

03/19/2004 @ 11:15 AM SERVED DOROTHY S. ALLISON

SERVED DOROTHY ALLISON, DEFENDANT AT THE RESIDENCE 1927 BLOOMINGTON GLEN ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA .

@ SERVED

NOW, MAY 6, 2004 RECEIVED A FAX LETTER TO CONTINUE THE SHERIFF'S SALE SCHEDULED FOR MAY 7, 2004 TO JUNE 4, 2004.

@ SERVED

NOW, MAY 26, 2004 RECEIVED A FAX LETTER TO STAY THE SHERIFF'S SALE SCHEDULED FOR JUNE 4, 2004.

@ SERVED

NOW, FEBRUARY 7, 2005 RETURN THE WRIT AS NO SALE HELD ON THE PROERTY OF THE DEFENDANT. THE PLAINTIFF'S ATTORNEY STAYED THE SALE.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15293  
NO: 03-1702-CD

PLAINTIFF: LASALLE BANK, NATIONAL ASSOCIATION, ET AL

VS.

DEFENDANT: DOROTHY S. ALLISON

WRIT OF EXECUTION REAL ESTATE


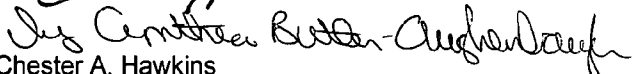
SHERIFF RETURN

---

SHERIFF HAWKINS \$171.68

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180 to 3183 and Rule 3257

LASALLE BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF APRIL 1, 2002, AMONG  
ASSET BACKED FUNDING CORPORATION, LITTON  
LOAN SERVICING, LP AND LASALLE BANK  
NATIONAL ASSOCIATION, ABFC ASSET-BACKED  
CERTIFICATES, SERIES 2002-SB1

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 2003-01702-CD

vs.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

DOROTHY S. ALLISON

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: RR 1 BOX 351 BLOOMING ROAD A/K/A 1927 BLOOMINGTON GLEN  
ROAD, OLANTA, PA 16863

(See legal description attached.)

Amount Due

\$49,724.62

Interest from 1/8/04 to  
Date of Sale (\$8.17 per diem)

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_ Plus costs as endorsed.

*125.00 Prothonotary Costs*

*[Signature]*

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 1/23/04

(SEAL)

By:

Deputy

MLD

Received January 23, 2004 @ 3:15 PM.  
Chester A. Haulais  
by Cynthia Batten-Aughenbaugh

No. 2003-01702-CD

**In the Court of Common Pleas of  
Clearfield County, Pennsylvania**

LASALLE BANK, NATIONAL ASSOCIATION, AS TRUSTEE UNDER  
THE POOLING AND SERVICING AGREEMENT DATED AS OF APRIL  
1, 2002, AMONG ASSET BACKED FUNDING CORPORATION, LITTON  
LOAN SERVICING, LP AND LASALLE BANK NATIONAL  
ASSOCIATION, ABFC ASSET-BACKED CERTIFICATES, SERIES  
2002-SB1

vs.

DOROTHY S. ALLISON

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

---

Real Debt \$49,724.62

Int. from 1/8/04  
to Date of Sale (\$8.17 per diem) \_\_\_\_\_

Costs \_\_\_\_\_

Prothy. Pd. 125.00

Sheriff \_\_\_\_\_

  
Attorney for Plaintiff

Address: RR 1 BOX 351 BLOOMING ROAD A/K/A 1927 BLOOMINGTON GLEN  
ROAD, OLANTA, PA 16863

Where papers may be served.

Frank Federman, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Blvd., Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

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

BEGINNING at a stake on the North side of State Highway Route No. 17037, leading from Bloomington to Clan Richey three hundred and fifty-five (355') feet West of the point of intersection of said State Highway Route 17037 and private road leading to lands now or formerly of the David E. Bloom Estate; thence over lands of the former Grantors North One Hundred (100) feet to a stake; thence in a Westerly direction over lands of the former Grantors Three Hundred (300') feet to a stake; thence over lands of the former Grantors in a Southerly direction One Hundred (100') feet to a stake on the North side of said State Highway Route 17037; thence along the North side of State Highway Route East Three Hundred (300) feet to a stake and place of beginning. Said lot or piece of land having a frontage of Three Hundred (300) feet along State Highway Route 17037 are extending back in depth of uniform width One Hundred (100) feet.

CONTAINING in all approximately Three fourths (3/4) of an Acre.

BEING THE SAME PREMISES WHICH C. Alan Walker, Susan W. Kriner and Anne Walker Naco t/a Shannon Land and Mining Company by Deed dated 5/14/1990 and recorded 6/19/1990 in the County of Clearfield in Record Book 1350, Page 318 conveyed unto Dorothy S. Allison, an individual, in fee.

Tax Parcel #123-L10-3

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DOROTHY S. ALLISON

NO. 03-1702-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 May 07, 2004, I exposed the within described real estate of Dorothy S. Allison 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	8.25
LEVY	15.00
MILEAGE	8.25
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$171.68</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	49,724.62
INTEREST @ 8.1700	980.40
FROM 01/08/2004 TO 05/07/2004	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$50,725.02</b>

**COSTS:**

ADVERTISING	396.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	171.68
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,030.68</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

Law Offices  
**FEDERMAN AND PHELAN, LLP**  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
[Genevieve.Mautz@fedphe.com](mailto:Genevieve.Mautz@fedphe.com)

Genevieve Mautz  
Judgment Department, Ext. 1409

Representing Lenders in  
Pennsylvania and New Jersey

May 26, 2004

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-5915

Re: LASALLE BANK, NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING  
AND SERVICING AGREEMENT DATED AS OF APRIL 1, 2002, AMONG ASSET BACKED  
FUNDING CORPORATION, LITTON LOAN SERVICING, LP AND LASALLE BANK  
NATIONAL ASSOCIATION, ABFC ASSET-BACKED CERTIFICATES, v. DOROTHY S.  
ALLISON

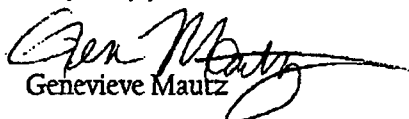
No. 2003-01702-CD  
RR 1 BOX 351 BLOOMING ROAD A/K/A 1927 BLOOMINGTON GLEN ROAD, OLANTA,  
PA 16863

Dear Cindy:

Please stay the Sheriff's Sale of the above referenced property, which is scheduled for JUNE 04, 2004, return the original writ of execution to the Prothonotary's office and refund any unused money to our office.

No funds were received in consideration for the stay.

Very truly yours,

  
Genevieve Mautz

VIA TELECOPY (814) 765-5915

CC:	DOROTHY S. ALLISON RR 1 BOX 351 BLOOMING ROAD A/K/A 1927 BLOOMINGTON GLEN	LITTON LOAN SERVICING LP Attn: MSB Loan No: 10442839
-----	--	--

Law Offices  
FEDERMAN AND PHELAN, LLP  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
Genevieve.Mautz@fedphe.com

Genevieve Mautz  
Judgment Department, Ext. 1409

Representing Lenders in  
Pennsylvania and New Jersey

May 6, 2004

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTENTION: CINDY (814) 765-<sup>6089</sup>~~5915~~

Re: LASALLE BANK, NATIONAL ASSOCIATION, AS TRUSTEE UNDER  
THE POOLING AND SERVICING AGREEMENT DATED AS OF APRIL 1,  
2002, AMONG ASSET BACKED FUNDING CORPORATION, LITTON  
LOAN SERVICING, LP AND LASALLE BANK NATIONAL ASSOCIATION,  
ABFC ASSET-BACKED CERTIFICATES, v. DOROTHY S. ALLISON  
No. 2003-01702-CD

RR 1 BOX 351 BLOOMING ROAD A/K/A 1927 BLOOMINGTON  
GLEN ROAD, OLANTA, PA 16863

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property, which  
is scheduled for 5/7/04.

The property is to be relisted for the 6/4/04 Sheriff's Sale.

Very truly yours,  
Genevieve Mautz

VIA TELECOPY (814) 765-5915

FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

**RECEIVED**

**APR 12 2004**

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

**COURT ADMINISTRATOR'S  
OFFICE**

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
  
: CIVIL DIVISION  
  
: NO. 2003-~~01~~-01702-CD

vs.  
Dorothy S. Allison

**BRIEF OF LAW IN SUPPORT OF  
PLAINTIFF'S MOTION TO REASSESS DAMAGES**

**I. BACKGROUND OF CASE**

Plaintiff and Defendant(s) entered into a Promissory Note and Mortgage Agreement, wherein Defendant(s) agreed to pay Plaintiff principal, interest, late charges, real estate taxes, hazard insurance premiums and mortgage insurance premiums as said monies became due. In turn, Plaintiff's Note was secured by a mortgage on the subject premises. The Mortgage Agreement indicates that in the event Defendant(s) defaults, Plaintiff may pay any necessary obligations in order to protect its collateral, the subject premises.

In the case sub judicia, Defendant(s) failed to abide by the Mortgage Agreement by failing to tender numerous, promised monthly mortgage payments. Accordingly, after Plaintiff determined that Defendant(s) were not going to cure the default and bring the loan current, Plaintiff commenced a Mortgage Foreclosure Action.

Judgment was subsequently entered by the Court, and the subject property is scheduled for Sheriff's Sale.

Because of the excessive period of time between the initiation of the Mortgage Foreclosure Action, the entry of Judgment and the Sheriff's Sale date, damages as previously assessed by the Court are outdated and must be increased to include current interest, real estate taxes, insurance premiums, and other expenses which Plaintiff has been obligated to pay under the Mortgage Agreement in order to protect its interest.

**II. ARGUMENT FOR REASSESSMENT OF DAMAGES**

The Pennsylvania Rules of Civil Procedure are silent with respect to the issue of Reassessment of Damages; however, Rule 1037 provides, "the



FEDERMAN AND PHELAN, LLP.  
by: Daniel G. Schmieg, Esquire  
Atty. I.D. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19102-1799  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

**RECEIVED**

**APR 12 2004**

La Salle Bank, National Association, As  
Trustee Under The Pooling And Servicing  
Agreement Dated As Of April 1, 2002, Among  
Asset Backed Funding Corporation, Litton Loan  
Servicing, LP And La Salle Bank National  
Association, ABFC Asset-Backed Certificates,  
Series 2002-SB1

**COURT ADMINISTRATORS  
OFFICE**

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
  
: CIVIL DIVISION  
  
: NO. 2003-~~01~~-01702-CD

vs.  
Dorothy S. Allison

**BRIEF OF LAW IN SUPPORT OF  
PLAINTIFF'S MOTION TO REASSESS DAMAGES**

**I. BACKGROUND OF CASE**

Plaintiff and Defendant(s) entered into a Promissory Note and Mortgage Agreement, wherein Defendant(s) agreed to pay Plaintiff principal, interest, late charges, real estate taxes, hazard insurance premiums and mortgage insurance premiums as said monies became due. In turn, Plaintiff's Note was secured by a mortgage on the subject premises. The Mortgage Agreement indicates that in the event Defendant(s) defaults, Plaintiff may pay any necessary obligations in order to protect its collateral, the subject premises.

In the case sub judicia, Defendant(s) failed to abide by the Mortgage Agreement by failing to tender numerous, promised monthly mortgage payments. Accordingly, after Plaintiff determined that Defendant(s) were not going to cure the default and bring the loan current, Plaintiff commenced a Mortgage Foreclosure Action.

Judgment was subsequently entered by the Court, and the subject property is scheduled for Sheriff's Sale.

Because of the excessive period of time between the initiation of the Mortgage Foreclosure Action, the entry of Judgment and the Sheriff's Sale date, damages as previously assessed by the Court are outdated and must be increased to include current interest, real estate taxes, insurance premiums, and other expenses which Plaintiff has been obligated to pay under the Mortgage Agreement in order to protect its interest.

**II. ARGUMENT FOR REASSESSMENT OF DAMAGES**

The Pennsylvania Rules of Civil Procedure are silent with respect to the issue of Reassessment of Damages; however, Rule 1037 provides, "the

Prothonotary shall assess damages for the amount which Plaintiff is entitled if it is a sum certain or which can be made certain by computation..." In the instant case, the amount to which Plaintiff is entitled is readily calculated by review of the Mortgage Agreement, which is of record, together with the Complaint which specifically lists the items chargeable.

Clearly, if Rule 1037 gives the Prothonotary the right to assess damages for the amount to which Plaintiff is entitled as set forth in the Complaint, the Court has similar power to reassess damages at a later date.

In addition, Rule 1037(a) provides that the Court, on motion of a party, may enter an appropriate judgment against a party upon default or admission. If the Court has the power to enter judgment, it certainly has the power to do a lesser act, to wit, reassess damages.

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments Sec. 191. See also, Stephenson v. Butts, 187 Pa.Super 55, 59, 142 A.2d 319, 321 (1958); Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super 1988).

In Chase Home Mortgage, the Court stated that where a judgment has been assessed following defendant's failure to file a responsive pleading in a mortgage foreclosure action, a mortgagee "...could properly move the court to amend the judgment to add additional sums due by virtue of the mortgage's failure to comply with the terms of the mortgage agreement..." Id. at 24. Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. See Meco Reality Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971).

Plaintiff submits that if Plaintiff went to sale without reassessing damages, and if there was competitive bidding for the subject premises, Plaintiff would suffer irreparable harm in that it would not be able to recoup monies it paid to protect its interest. Conversely, a reassessment of damages will not be detrimental whatsoever to Defendant(s) as it imputes no personal liability.

The Supreme Court of Pennsylvania found in the Landau v. Western Pa. Nat. Bank case that the debt owed on a mortgage

changes and can be expected to change from day to day, because Western Pennsylvania must pay expenses for the property in order to protect its collateral. 445 Pa. 117, 282 A.2d 335 (1971). Because a mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. See Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939).

Therefore, Plaintiff respectfully submits that if the enforcement of its rights are delayed by legal proceedings and enforcement of its judgment, and such delays require the mortgagee to expend additional sums pursuant to the Mortgage, then said expenses become part of the mortgagee's lien and should be included in said judgment. As the Court indicated in FNMA v. Jefferson, an unreported case a copy of which is attached hereto, since the charges enumerated in Plaintiff's Motion for Reassessment of Damages were incurred pursuant to the Mortgage Agreement, and the mortgage had not yet been paid, said charges should be included in Plaintiff's judgment amount. May Term, 1986, No. 2359 (CCP PHILA. 1986).

### III. CONCLUSION

Plaintiff respectfully requests this Honorable Court grant its Petition to Reassess Damages. Plaintiff respectfully submits that it has acted in good faith in maintaining the property in accordance with the Mortgage, and in reliance on said instrument with the understanding that it would recover the monies it expended to protect its collateral.

**WHEREFORE,** Plaintiff respectfully requests this Honorable Court to reassess the damages as set forth in the Petition to Reassess Damages.

FEDERMAN AND PHELAN, LLP

By: Dan Schmieg  
Daniel G. Schmieg, Esquire  
Attorney For Plaintiff