

03-1707-CD  
JP MORGAN CHASE BANK, et al. vs. JOHN W. LEAMER, et al.

**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

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**JP Morgan Chase Bank, as Trustee for Equity** :  
**One, ABS, Inc., Mortgage Pass Through** :  
**Certificates Series 2003-3** :  
**450 West 33<sup>rd</sup> Street, 15<sup>th</sup> Floor** :  
**New York, NY 10001** :

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

**Plaintiff** :

**vs.** :

**John W. Leamer** :  
**20 Paradise Road** :

**Sykesville, PA 15865** :

**and** :

**Jodie L. Leamer** :

**20 Paradise Road** :

**Sykesville, PA 15865** :

**No.: 03-1707-CD**

**CIVIL ACTION**  
**MORTGAGE FORECLOSURE**

**Defendant(s)** :

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**FILED**

**NOV 17 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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. Meholick, Court Admin  
Clearfield Count Courthouse  
Clearfield, PA 16830  
(ph) 814-765-2641 ext 5982

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**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

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**JP Morgan Chase Bank, as Trustee for Equity One, ABS, Inc., Mortgage Pass Through Certificates Series 2003-3** : **COURT OF COMMON PLEAS**  
**450 West 33<sup>rd</sup> Street, 15<sup>th</sup> Floor** : **CLEARFIELD COUNTY**  
**New York, NY 10001** : **TRIAL DIVISION**

**Plaintiff** :  
:  
**vs.** : **No.:**  
:  
**John W. Leamer** : **CIVIL ACTION**  
**20 Paradise Road** : **MORTGAGE FORECLOSURE**  
**Sykesville, PA 15865** :  
**and** :  
**Jodie L. Leamer** :  
**20 Paradise Road** :  
**Sykesville, PA 15865** :

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**Defendant(s)**

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**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 bank and has an office and place of business at 450 West 33<sup>rd</sup> Street, 15<sup>th</sup> Floor, New York, NY 10001.
2. Defendants, John W. Leamer and Jodie 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 Jodie L. Leamer, made, executed and delivered to Equity One, Inc. D/b/a Poplar Financial Services, a note (the "Note") and mortgage (the "Mortgage"), true and correct copies of which are attached as Exhibit "A". The Mortgage was recorded on March 26, 2003 in the Department of Records in and for Clearfield County Under Instrument #200304723 Page I. A Power of Attorney will be recorded in Clearfield County making plaintiff the proper party plaintiff.

5. The said Note and Mortgage were in the principal amount of \$29,750.00, with an interest rate of 9.25% thereon, payable as to the principal and interest beginning with monthly installments of \$244.75 commencing April 20, 2003. Said Note and Mortgage are incorporated herein by reference.

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

121 1/2 and 123 1/2 East Scribner, 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	\$29,722.33
Accrued but Unpaid Interest from 6/20/03 through 11/17/03 @ 9.25%.	
per annum (\$7.53 per diem)	\$ 1,129.50
Title Search Fees	\$ 200.00
Reasonable Attorney's Fees	\$ 1,250.00

Accrued Late Charges	\$ 73.44
<b>TOTAL as of 11/17/2003</b>	<b>\$ 32,375.27</b>

Plus, the following amounts accrued after 11/17/2003:

Interest at the Rate of 9.25% per annum (\$7.53 per diem);

Late Charges;

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 the property address of 121 ½ & 123 ½ East Scribner, Dubois, PA 15801 and their last known mailing address of 20 Paradise Road, Sykesville, PA 15865 on July 18, 2003, the notice pursuant to § 403-C of Act 91, and the applicable time periods therein have expired. True and correct copies of such notices are 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, \$32,375.27, plus the following amounts accruing after 11/17/2003, to the date of judgment: (a) interest of \$7.53 per day; (b) late charges; 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.

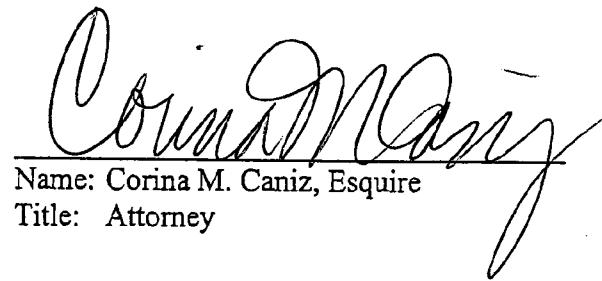
MILSTEAD & ASSOCIATES, LLC



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Corina M. Caniz, Esquire  
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.



Corina M. Caniz  
Name: Corina M. Caniz, Esquire  
Title: Attorney

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 1000466-0000358626-1

### 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.

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

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VMP MORTGAGE FORMS - (800)521-7281



(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  
121 1/2 & 123 1/2 E SCRIBNER  
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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*[Signature]*  
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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

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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 mortgagor 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 mortgagor 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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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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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 00358626

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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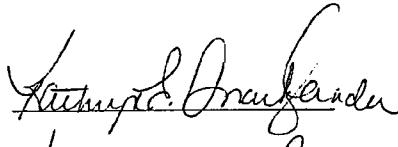
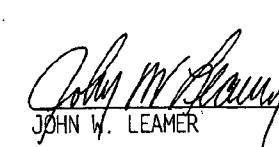
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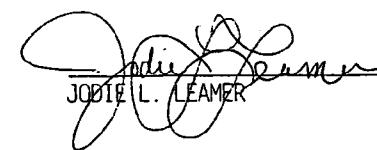


Form 3039 1/01

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:

  Kathryn Drauzander John W. Leamer (Seal)  
-Borrower

  Kathryn Drauzander Jobie L. Leamer (Seal)  
-Borrower

(Seal)  
-Borrower (Seal)  
-Borrower

(Seal)  
-Borrower (Seal)  
-Borrower

(Seal)  
-Borrower (Seal)  
-Borrower

00358626

 **VMP-6A(PA) 10206**

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Form 3039 1/01

## 1-4 FAMILY RIDER

(Assignment of Rents)

MIN 1000466-0000358626-1

THIS 1-4 FAMILY RIDER is made this 20th day of March, 2003  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or  
Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to  
secure Borrower's Note to  
Equity One, Inc., dba Popular Financial Services

(the  
"Lender") of the same date and covering the Property described in the Security Instrument and located at:

121 1/2 & 123 1/2 E SCRIBNER, DUBOIS, PA 15801  
[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security  
Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to  
the Property described in the Security Instrument, the following items now or hereafter attached to the  
Property to the extent they are fixtures are added to the Property description, and shall also constitute the  
Property covered by the Security Instrument: building materials, appliances and goods of every nature  
whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the  
Property, including, but not limited to, those for the purposes of supplying or distributing heating,  
cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and  
access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves,  
refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens,  
blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings,  
all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the  
Property covered by the Security Instrument. All of the foregoing together with the Property described in  
the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to  
in this 1-4 Family Rider and the Security Instrument as the "Property."

00358626

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Initials: 

Page 1 of 4

VMP-57R (0008)

MW 08/00

VMP MORTGAGE FORMS - (800)521-7291

Form 3170 1/01



**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

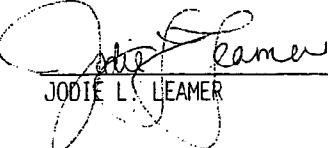
00358626

VMP-57R (0008)

Page 2 of 4

Initials:   
Form 3170 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this  
1-4 Family Rider.

  
JOHN W. LEAMER (Seal)  
-Borrower   
JODIE L. LEAMER (Seal)  
-Borrower

(Seal)  
-Borrower (Seal)  
-Borrower

(Seal)  
-Borrower (Seal)  
-Borrower

(Seal)  
-Borrower (Seal)  
-Borrower

00358626

WMP-57R (0008)

Page 4 of 4

Form 3170 1/01

ORIGINAL

NOTE

MIN 1000466-0000358626-1

March 20, 2003  
[Date]

Marlton  
[City]

New Jersey  
[State]

121 1/2 & 123 1/2 E SCRIBNER, 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. \$ 29,750.00 (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. \$ 244.75

**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.

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

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



## 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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#### 10. UNIFORM SECURED NOTE

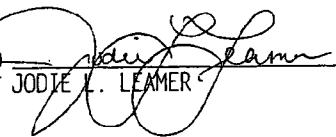
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (die "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses 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 the 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

  
\_\_\_\_\_  
\_\_\_\_\_  
-Borrower

  
\_\_\_\_\_  
\_\_\_\_\_  
-Borrower

  
\_\_\_\_\_  
\_\_\_\_\_  
-Borrower

*[Sign Original Only]*

00358626

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

Page 3 of 3

Form3200 1/01

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that JPMorgan Chase Bank, a New York banking corporation, having a place of business at 4 New York Plaza, 6<sup>th</sup> Floor, New York, N.Y. 10004, as Trustee (and in no personal or other representative capacity) under the Pooling and Servicing Agreement, dated as of June 30, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"; capitalized terms not defined herein have the definitions assigned to such terms in the Agreement), relating to the Mortgage Pass-Through Certificates Series 2003-3, hereby appoints Equity One, Inc., a Delaware corporation, in its capacity as a Servicer under the Agreement, and each officer thereof, as the Trustee's true and lawful Special Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, but only in its capacity as Trustee aforesaid, to perform all acts and execute all documents as may be customary, necessary and appropriate to effectuate the following enumerated transactions in respect of any mortgage, deed of trust, promissory note or real estate owned from time to time owned (beneficially or in title, whether the Trustee is named therein as mortgagee or beneficiary or has become mortgagee or beneficiary by virtue of endorsement, assignment or other conveyance) or held by or registered to the Trustee (directly or through custodians or nominees), or in respect of which the Trustee has a security interest or other lien, all as provided under the applicable Agreement and only to the extent the Trustee has an interest therein under the Agreement, and in respect of which the Servicer is acting as servicer pursuant to the Agreement (the "Mortgage Documents").

This appointment shall apply to the following enumerated transactions under the Agreement only:

1. The modification or re-recording of any Mortgage Document for the purpose of correcting it to conform to the original intent of the parties thereto or to correct title errors discovered after title insurance was issued and where such modification or re-recording does not adversely affect the lien under the Mortgage Document as insured.
2. The subordination of the lien under a Mortgage Document to an easement in favor of a public utility company or a state or federal agency or unit with powers of eminent domain including, without limitation, the execution of partial satisfactions/releases, partial reconveyances and the execution of requests to trustees to accomplish same.
3. The conveyance of the properties subject to a Mortgage Document to the applicable mortgage insurer, or the closing of the title to the property to be acquired as real estate so owned, or conveyance of title to real estate so owned.
4. The completion of loan assumption and modification agreements in respect of Mortgage Documents.
5. The full or partial satisfaction/release of a Mortgage Document or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related note.

6. The assignment of any Mortgage Document, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage Document upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related note.
8. With respect to a Mortgage Document, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a deed of trust, in accordance with state law and the deed of trust;
  - b. The preparation and issuance of statements of breach or non-performance;
  - c. The preparation and filing of notices of default and/or notices of sale;
  - d. The cancellation/rescission of notices of default and/or notices of sale; and
  - e. The taking of a deed in lieu of foreclosure.
9. Execution and delivery of any and all agreements, documents, deeds, instruments of assignment, or other papers which the Servicer in its sole discretion and consistent with its usual and customary business practices, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of the Trustee in and to any and all REO Properties (as such term is defined in the Agreement) or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
10. Demand, sue for, recover, collection and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee under the Mortgage Documents, and to use or take any lawful means for recovery thereof by legal process or otherwise.
11. Endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the Mortgage Documents.

The Trustee gives the Special Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by this Limited Power of Attorney, subject to the terms and conditions set forth in the Agreement including the standard of care applicable to the Servicer in the Agreement, and hereby does ratify and confirm what such Special Attorney-in Fact shall lawfully do or cause to be done by authority hereof.

IN WITNESS WHEREOF, JPMorgan Chase Bank, as Trustee pursuant to the Agreement, relating to the Equity One ABS, Inc., Mortgage Pass-Through Certificates, Series 2003-3 has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Marie P. Merritt, its duly elected and authorized Senior Vice President this twenty-sixth day of September, 2003.

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

By: Marie P. Merritt  
Name: Marie P. Merritt  
Title: Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK

On September 26, 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Marie P. Merritt of JPMorgan Chase Bank, as Trustee for Equity One ABS, Inc., Mortgage Pass-Through Certificates, Series 2003-3, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on said instrument binds the entity upon behalf of which the person acted and executed said instrument.

WITNESS my hand and official seal.

Notary Public

Margaret M. Price

MARGARET M. PRICE  
Notary Public, State of New York  
No. 24-4980599  
Qualified in Kings County  
Commission Expires April 22, 2007

# 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 SU 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 SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

July 18, 2003

381PA1 03/10/03 09:22 0000095 07/21/03 CMEQTS02 2 02 0084302188

John W. Leamer  
121 1/2 & 123 1/2 E SCRIBNER  
DUBOIS PA 15801

LOAN ACCT NO.: 358626

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:  
121 1/2 & 123 1/2 E SCRIBNER  
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      \$244.75 per month, totaling      \$734.25 plus the following:

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

**TOTAL AMOUNT PAST DUE:      \$734.25**

**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      \$734.25 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:**

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

3RIPAT 03/10/03 09:22 0000096 07/21/03 CMEQTS02 2 02 0084302198

Jodie L. Leamer  
121 1/2 & 123 1/2 E SCRIBNER  
DUBOIS PA 15801

LOAN ACCT NO.: 358626

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:  
121 1/2 & 123 1/2 E SCRIBNER  
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      \$244.75 per month, totaling      \$734.25 plus the following:

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

**TOTAL AMOUNT PAST DUE:      \$734.25**

**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      \$734.25 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:**

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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Marlton, NJ 08053  
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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.

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July 18, 2003

381PA1 03/10/03 09:22 0000104 07/21/03 CMEDQTS02 2 02 0084302198

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

LOAN ACCT NO.: 358626

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

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on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a  
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MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR  
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121 1/2 & 123 1/2 E SCRIBNER  
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      \$244.75 per month, totaling      \$734.25 plus the following:

Escrow:                        \$0.00  
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**TOTAL AMOUNT PAST DUE:      \$734.25**

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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.

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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.

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**CLEARFIELD**

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208 W. Hamilton Ave,  
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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)

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217 E. Plank Road  
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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**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 0000105 07/21/03 CMEQTS02 2 OZ 0084302198

Jodie L. Leamer  
20 PARADISE ROAD  
SYKESVILLE PA 15865-1014

LOAN ACCT NO.: 358626

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:  
121 1/2 & 123 1/2 E SCRIBNER  
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 \$244.75 per month, totaling \$734.25 plus the following:

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

**TOTAL AMOUNT PAST DUE: \$734.25**

**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 \$734.25 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.**

**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)

FILED  
m 11:16p 8/11  
NOV 17 2003 Atty pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

JP MORGAN CHASE BANK

VS.

LEAMER, JOHN W. & JODIE L.

Sheriff Docket # 14835

03-1707-CD

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW NOVEMBER 19, 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 & JODIE L. LEAMER, DEFENDANTS.

NOW NOVEMBER 21, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN W. LEAMER & JODIE 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 NICOLE THOMAS, ADULT AT RESIDENCE.

NOW NOVEMBER 24, 2003 AT 2:23 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANTS AT 123 1/2 E. SCRIBNER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRISTINA HENRY, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY NEVLING/MCCLEARY

NOW DECEMBER 3, 2003 AT 11:40 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANTS AT 121 1/2 E. SCRIBNER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK CANTARAL, TENANT/OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET

---

**Return Costs**

Cost	Description
89.41	SHERIFF HAWKINS PAID BY: Atty
40.00	SURCHARGE PAID BY: ATTY CK# 6464
41.50	JEFFERSON COUNTY SHFF. PAID BY: ATTY.

---

Sworn to Before Me This

9th Day Of February 2004

*William A. Shaw*

**FILED**

02/03/04

FEB 06 2004

So Answers,

*Chester A. Hawkins*  
by Marlyn Harris  
Chester A. Hawkins  
Sheriff

*E. Guy*

William A. Shaw  
Prothonotary

No. 03-1707-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 November 21, 2003 at 2:10 o'clock P.M. served the Notice and Complaint in Mortgage Foreclosure upon JOHN W. LEAMER and JODIE L. LEAMER, Defendants, at their residence, 20 Paradise Road, Borough of Sykesville, County of Jefferson, State of Pennsylvania by handing to Nicole Thomas, adult person in charge at time of service, 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 26<sup>th</sup>  
day of Nov. 2003  
By Nicole Thomas

My Commission Expires The  
First Monday January 2006

So Answers,

Carl J. Gotwald Sr.  
Deputy Sheriff  
Thomas C. Demko  
Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

Prothonotary

TO: John W. Leamer  
Jodie L. Leamer

---

JP Morgan Chase Bank, as Trustee for Equity  
One, ABS, Inc. Mortgage Pass-Through  
Certificates, Series 2003-3 : COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY  
:

Plaintiff

Vs. : No.: 03-1707-CD

John W. Leamer and  
Jodie L. Leamer

Defendant

: NOTICE PURSUANT TO RULE 236

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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. CONNORS, ESQUIRE #83509  
MILSTEAD & ASSOCIATES, LLC  
856/482-1400

**FILED**

MAR 11 2004

William A. Shaw  
Prothonotary

Notice Rule 236 to 03-1707-CD-10  
This is an attempt to collect a debt. Any information obtained will be used for that purpose.

MILSTEAD & ASSOCIATES, LLC  
BY: CORINA M. CONNORS, ESQUIRE  
Attorney ID# 83509  
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	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY
	:	
	:	
	:	
Plaintiff	:	
	:	
	:	
Vs.	:	No.: 03-1701-CD
	:	
	:	
John W. Leamer and Jodie L. Leamer	:	<u>PRAECIPE TO ENTER</u>
Defendant	:	<u>DEFAULT JUDGMENT</u>

---

TO THE PROTHONOTARY

Kindly enter Default Judgment in favor of Plaintiff, JP Morgan Chase Bank, as Trustee  
for Equity One, ABS, Inc. Mortgage Pass-Through Certificates, Series 2003-3 against the  
Defendants, John W. Leamer and Jodie L. Leamer, for failure to Answer the Complaint in Civil  
Action – Mortgage Foreclosure.

Service was made on the Defendants, John W. Leamer and Jodie L. Leamer via the  
Sheriff of Jefferson County on November 21, 2003.

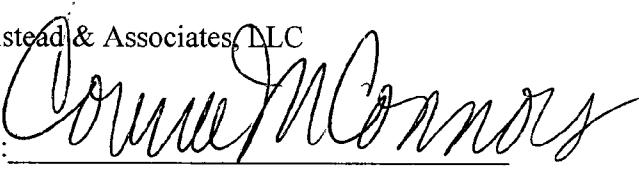
Assess damages as follows:

Total debt as of 11/18/03 \$ 32,375.27

Interest from 11/18/03 to 3/8/04 843.36

TOTAL AMOUNT OF JUDGMENT \$ 33,218.63

Milstead & Associates, NLC

BY: 

Corina M. Connors, Esquire  
#83509

MILSTEAD & ASSOCIATES, LLC  
BY: CORINA M. CONNORS, ESQUIRE  
Attorney ID# 83509  
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	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY
	:	
Plaintiff	:	
	:	
Vs.	:	No.: 03-1707-CD
	:	
John W. Leamer and Jodie L. Leamer	:	
	:	
Defendant	:	<u>AFFIDAVIT OF ADDRESS</u>

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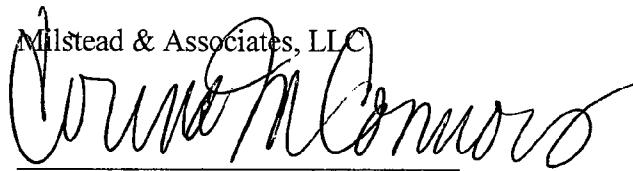
STATE OF NEW JERSEY:

SS

COUNTY OF CAMDEN:

I, Corina M. Connors, 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 Defendants, John W. Leamer and Jodie L. Leamer's address is 20 Paradise Road, Sykes, PA 15865.
3. I certify that the foregoing information is true and correct to the best of my knowledge, information and belief.

Milstead & Associates, LLC  
  
Corina M. Connors, Esq. # 83509

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

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JP Morgan Chase Bank, as Trustee for Equity One, ABS, Inc. Mortgage Pass-Through Certificates, Series 2003-3	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY
	:	
Plaintiff	:	
	:	
Vs.	:	No.: 03-1707-CD
	:	
John W. Leamer and Jodie L. Leamer Defendant	:	<u>AFFIDAVIT OF</u> <u>NON-MILITARY SERVICE</u>

---

STATE OF NEW JERSEY:

SS

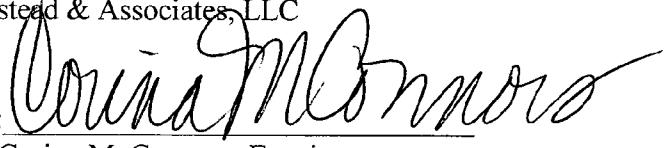
COUNTY OF CAMDEN:

I, Corina M. Connors, 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 of any other Country within the provision of the Soldiers' and Sailors' Civil Relief Act 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.

Milstead & Associates, LLC

BY: 

Corina M. Connors, Esquire  
Attorney I.D. No. 83509

MILSTEAD & ASSOCIATES, LLC  
BY: **CORINA M. CONNORS, ESQUIRE**  
Attorney ID# 83509  
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	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY
	:	
Plaintiff	:	
	:	
Vs.	:	No.: 03-1707-CD
	:	
John W. Leamer and Jodie L. Leamer	:	
Defendant	:	<u>AFFIDAVIT OF SERVICE</u>

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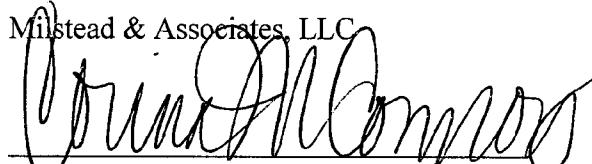
STATE OF NEW JERSEY:

SS

COUNTY OF CAMDEN:

I, Corina M. Connors, 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 January 22, 2004 and has not been returned to this office, so it can be assumed that same has been delivered to Defendants.

Milstead & Associates, LLC  
  
Corina M. Connors, Esquire  
#83509

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

Prothonotary

To: John W. Leamer  
Jodie L. Leamer

Date of Notice: January 22, 2004

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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

vs.

No.: 03-1707-CD

John W. Leamer and  
Jodie 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.**

*Corina M Connors*  
Corina M. Connors, Esquire #83509  
220 Lake Drive East, Ste. 301  
Cherry Hill, NJ 08002

Department of Defense Manpower Data Center

MAR-05-2004 07:04:29



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.

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.**

Department of Defense Manpower Data Center

MAR-05-2004 07:04:53



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.

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.**

COPY

No. 03-1707-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 November 21, 2003 at 2:10 o'clock P.M. served the Notice and Complaint in Mortgage Foreclosure upon JOHN W. LEAMER and JODIE L. LEAMER, Defendants, at their residence, 20 Paradise Road, Borough of Sykesville, County of Jefferson, State of Pennsylvania by handing to Nicole Thomas, adult person in charge at time of service, 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 26th  
day of Nov. 2003  
By Nicole J. Thomas

My Commission Expires The  
First Monday January 2008

So Answers,

Carl J. Gotwald Sr.  
Deputy Sheriff  
Thomas C. Demko  
Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

FILED  
15034 PL-2000

MAR 11 2004

William A. Shaw  
Prothonotary

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

JP Morgan Chase Bank  
Equity One, ABS, Inc.  
Plaintiff(s)

No.: 2003-01707-CD

Real Debt: \$33,218.63

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

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

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 11, 2004

Expires: March 11, 2009

Certified from the record this 11th day of March, 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

**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.: 03-1707-CD**

**Vs.**

**John W. Leamer**

**Jodie L. Leamer**

**Defendant(s)**

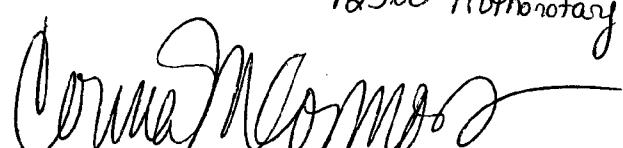
**To the Prothonotary:**

**Issue Writ of Execution in the above matter:**

<b>AMOUNT DUE</b>	<b>\$33,218.63</b>
<b>INTEREST</b>	
From 3/9/04 to Date of	\$
Sale at \$5.46 per diem	
 (Costs to be added)	\$
 <b>TOTAL DUE:</b>	\$

*125.00 Prothonotary costs*

**Date: April 19, 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.**

**FILED**

**APR 23 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED** Atyp pd.  
MAY 11: 47-08-00 20.00  
APR 23 2004 1cc & deonts w/prop descr.  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Shff *EG*

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 CUT IN CONCRETE AT THE INTERSECTION OF THE WESTERLY LINE OF SEYLER ALLEY AND THE SOUTHERLY LINE OF ZIERDEN ALLEY; THENCE BY THE WESTERLY LINE OF SEYLER ALLEY SOUTH  $31^{\circ} 35'$  EAST FIFTY (50) FEET TO AN IRON PIPE, THE NORTHEAST CORNER OF LOT NO. 50; THENCE BY THE NORTHERLY LINE OF LOT NO. 50 SOUTH  $58^{\circ} 34'$  WEST FIFTY-SEVEN (57) FEET TO A SPIKE; THENCE NORTH  $31^{\circ} 35'$  WEST FIFTY (50) FEET TO A CUT IN CONCRETE IN THE SOUTHERLY LINE OF ZIERDEN ALLEY; THENCE BY THE SOUTHERLY LINE ZIERDEN ALLEY NORTH  $58^{\circ} 34'$  EAST FIFTY-SEVEN (57) FEET TO A CUT IN CONCRETE AND THE PLACE OF BEGINNING.

**Being known as 121 1/2 and 123 1/2 E. Scribner Avenue, DuBois, PA 15801  
Tax Parcel Number: 7-2-4-958-B**

SEIZED, taken in execution to be sold as the property of John W. Leamer and Jodie 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. 03-1707-CD.

**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**

**Jodie 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 121 1/2 and 123 1/2 E. Scribner Avenue, DuBois, PA 15801:

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

John W. Leamer  
20 Paradise Road  
Sykesville, PA 15865

Jodie L. Leamer  
20 Paradise Road  
Sykesville, PA 15865

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  
(to be determined)

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

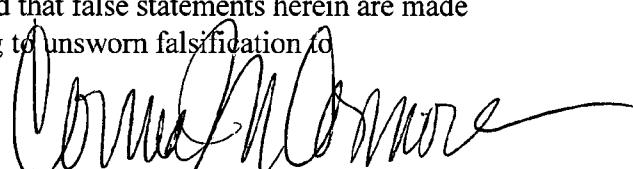
7. Name and address of every person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Tenant/Occupant  
121 1/2 and 123 1/2 E. Scribner 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: April 19, 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**

**Jodie L. Leamer**

**Defendant(s)**

---

**: COURT OF COMMON PLEAS**

**: CLEARFIELD COUNTY**

**:**

**: No.: 03-1707-CD**

**:**

**:**

**: CERTIFICATION**

**:**

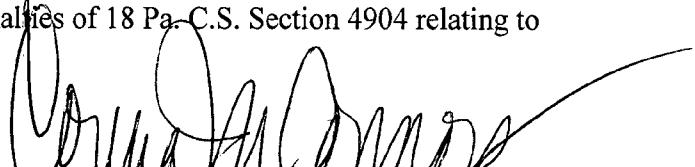
**:**

**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
- 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: April 19, 2004

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

Vs.

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WRIT OF EXECUTION  
(Mortgage Foreclosure)

NO.: 03-1707-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:

121 1/2 and 123 1/2 E. Scribner Avenue, DuBois, PA 15801  
(see legal description attached)

AMOUNT DUE	\$33,218.63
INTEREST	
From 3/9/04 to Date of	\$
Sale at \$5.46 per diem	

TOTAL DUE:	\$
Plus costs per endorsement	
hereon	125.00 Prothonotary costs

Dated: 4/23/04

\_\_\_\_\_  
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:

BEGINNING AT A CUT IN CONCRETE AT THE INTERSECTION OF THE WESTERLY LINE OF SEYLER ALLEY AND THE SOUTHERLY LINE OF ZIERDEN ALLEY; THENCE BY THE WESTERLY LINE OF SEYLER ALLEY SOUTH  $31^{\circ} 35'$  EAST FIFTY (50) FEET TO AN IRON PIPE, THE NORTHEAST CORNER OF LOT NO. 50; THENCE BY THE NORTHERLY LINE OF LOT NO. 50 SOUTH  $58^{\circ} 34'$  WEST FIFTY-SEVEN (57) FEET TO A SPIKE; THENCE NORTH  $31^{\circ} 35'$  WEST FIFTY (50) FEET TO A CUT IN CONCRETE IN THE SOUTHERLY LINE OF ZIERDEN ALLEY; THENCE BY THE SOUTHERLY LINE ZIERDEN ALLEY NORTH  $58^{\circ} 34'$  EAST FIFTY-SEVEN (57) FEET TO A CUT IN CONCRETE AND THE PLACE OF BEGINNING.

**Being known as 121 1/2 and 123 1/2 E. Scribner Avenue, DuBois, PA 15801  
Tax Parcel Number: 7-2-4-958-B**

SEIZED, taken in execution to be sold as the property of John W. Leamer and Jodie 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. 03-1707-CD.

**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.: 03-1707-CD

**Vs.**

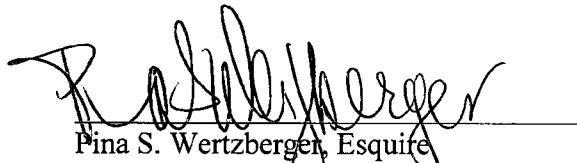
**John W. Leamer  
Jodie L. Leamer  
Defendant(s)**

To the Prothonotary:

Issue Writ of Execution in the above matter:

AMOUNT DUE	\$33,218.63
INTEREST	
From 3/9/04 to Date of	\$
Sale	
at \$5.46 per diem	
(Costs to be added)	\$ 145.00 <b>Prothonotary costs</b>
	\$
<b>TOTAL DUE:</b>	

Date: January 24, 2005



Pina S. Wertzberger, Esquire  
Attorney for Plaintiff  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorney ID No.: 77274

Note: Please furnish description of Property.

{00029813}

FILED <sup>b4</sup>  
1/2/2005 to Staff  
JAN 27 2005 Atty pd. 20.00  
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 CUT IN CONCRETE AT THE INTERSECTION OF THE WESTERLY LINE OF SEYLER ALLEY AND THE SOUTHERLY LINE OF ZIERDEN ALLEY; THENCE BY THE WESTERLY LINE OF SEYLER ALLEY SOUTH  $31^{\circ} 35'$  EAST FIFTY (50) FEET TO AN IRON PIPE, THE NORTHEAST CORNER OF LOT NO. 50; THENCE BY THE NORTHERLY LINE OF LOT NO. 50 SOUTH  $58^{\circ} 34'$  WEST FIFTY-SEVEN (57) FEET TO A SPIKE; THENCE NORTH  $31^{\circ} 35'$  WEST FIFTY (50) FEET TO A CUT IN CONCRETE IN THE SOUTHERLY LINE OF ZIERDEN ALLEY; THENCE BY THE SOUTHERLY LINE ZIERDEN ALLEY NORTH  $58^{\circ} 34'$  EAST FIFTY-SEVEN (57) FEET TO A CUT IN CONCRETE AND THE PLACE OF BEGINNING.

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Tax Parcel Number: 7-2-4-958-B**

SEIZED, taken in execution to be sold as the property of John W. Leamer and Jodie 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. 03-1707-CD.

**MILSTEAD & ASSOCIATES, LLC**

By: Pina S. Wertzberger, Esquire

Attorney ID# 77274

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**

**Jodie L. Leamer**

**Defendant(s)**

---

**: COURT OF COMMON PLEAS**

**: CLEARFIELD COUNTY**

**:**

**: No.: 03-1707-CD**

**:**

**:**

**: CERTIFICATION**

**:**

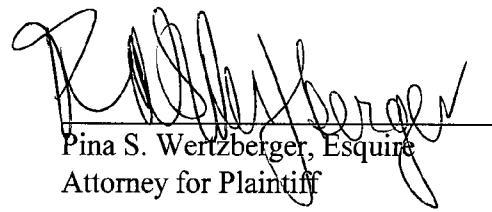
**:**

**CERTIFICATION**

Pina S. Wertzberger, 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
- 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.

  
Pina S. Wertzberger, Esquire  
Attorney for Plaintiff

Date: January 24, 2005

{00029813}

**MILSTEAD & ASSOCIATES, LLC**

By: Pina S. Wertzberger, Esquire

Attorney ID# 77274

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**

**Jodie L. Leamer**

**: COURT OF COMMON PLEAS**

**: CLEARFIELD COUNTY**

**:**

**: No.: 03-1707-CD**

**:**

**: AFFIDAVIT PURSUANT**

**: TO RULE 3129.1**

**:**

**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 121 1/2 and 123 1/2 Scribner Avenue, DuBois, PA 15801:

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

John W. Leamer  
20 Paradise Road  
Sykesville, PA 15865

Jodie L. Leamer  
20 Paradise Road  
Sykesville, PA 15865

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  
4 12<sup>th</sup> Street  
DuBois, PA 15801  
{00029813}

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)  
450 West 33rd Street, 1st Floor  
New York, NY 10001

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

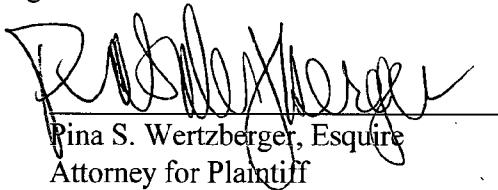
7. Name and address of every person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Tenant/Occupant  
121 1/2 and 123 1/2 Scribner Avenue  
DuBois, PA 15801

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

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

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.



Pina S. Wertzberger, Esquire  
Attorney for Plaintiff

Date: January 24, 2005

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

Plaintiff

Vs.

John W. Leamer

Jodie L. Leamer

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WRIT OF EXECUTION  
(Mortgage Foreclosure)

NO.: 03-1707-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:

121 1/2 and 123 1/2 Scribner Avenue, DuBois, PA 15801  
(see legal description attached)

AMOUNT DUE	\$33,218.63
INTEREST	
From 3/9/04 to Date of	\$
Sale at \$5.46 per diem	
Prothonotary costs	145.00
TOTAL DUE:	\$
Plus costs per endorsement	
hereon	

Dated: 1/27/05

Willie Shaffer  
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 CUT IN CONCRETE AT THE INTERSECTION OF THE WESTERLY LINE OF SEYLER ALLEY AND THE SOUTHERLY LINE OF ZIERDEN ALLEY; THENCE BY THE WESTERLY LINE OF SEYLER ALLEY SOUTH  $31^{\circ} 35'$  EAST FIFTY (50) FEET TO AN IRON PIPE, THE NORTHEAST CORNER OF LOT NO. 50; THENCE BY THE NORTHERLY LINE OF LOT NO. 50 SOUTH  $58^{\circ} 34'$  WEST FIFTY-SEVEN (57) FEET TO A SPIKE; THENCE NORTH  $31^{\circ} 35'$  WEST FIFTY (50) FEET TO A CUT IN CONCRETE IN THE SOUTHERLY LINE OF ZIERDEN ALLEY; THENCE BY THE SOUTHERLY LINE ZIERDEN ALLEY NORTH  $58^{\circ} 34'$  EAST FIFTY-SEVEN (57) FEET TO A CUT IN CONCRETE AND THE PLACE OF BEGINNING.

**Being known as 121 1/2 and 123 1/2 E. Scribner Avenue, DuBois, PA 15801  
Tax Parcel Number: 7-2-4-958-B**

SEIZED, taken in execution to be sold as the property of John W. Leamer and Jodie 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. 03-1707-CD.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15645

NO: 03-1707-CD

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

DEFENDANT: JOHN W. LEAMER AND JODIE L. LEAMER

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 04/23/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/12/2005

DATE DEED FILED **NOT SOLD**

FILED  
12:16 PM  
MAR 15 2005  
WKC

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@ SERVED JOHN W. LEAMER

DEPUTIZE FOR SERVICE. DEFENDANTS NOT SERVED DUE TO BANKRUPTCY FILING. PLAINTIFF'S  
ATTORNEY STAYED SALE.

@ SERVED JODIE L. LEAMER

DEPUTIZE FOR SERVICE

@ SERVED

NOW, MAY 27, 2004 RECEIVED FAX FROM SHARON L. SMITH, ESQ. ABOUT CHAPTER 13 BANKRUPTCY FILING.  
NOW, JUNE 1, 2004 RECEIVED FAX FROM PLAINTIFF'S ATTORNEY TO STAY THE SALE DUE TO BANKRUPTCY

@ SERVED

NOW, MARCH 12, 2005 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS. THE  
PLAINTIFF'S ATTORNEY STAYED THE SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15645

NO: 03-1707-CD

PLAINTIFF: JP MORGAN CHASE BANK, AS TRUSTEE FOR EQUITY ONE, ABS, INC. MORTGAGE PASS-THROUGH  
VS.

DEFENDANT: JOHN W. LEAMER AND JODIE L. LEAMER

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$75.00

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
In Compliance  
Chester A. Hawkins  
Sheriff

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERENCE J. McCABE, ESQUIRE  
Identification Number 16496  
123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Mortgage Electronic Registration  
Systems, Inc., its Successors and  
Assigns, As Nominee for Household  
Finance Corporation, its Successors  
and Assigns  
636 Grand Regency Boulevard  
Brandon, FL 33510

v.

Donald A. Webster  
Box 167  
New Milford, PA 18834

Attorney for Plaintiff

FILED

NOV 17 2003

William A. Shaw  
Prothonotary/Clerk of Courts

Clearfield County  
Court of Common Pleas

Number 03-1709-CD

**CIVIL ACTION/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.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**AVISO**

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

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMATION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**McCABE, WEISBERG AND CONWAY, P.C.**  
**BY: TERENCE J. McCABE, ESQUIRE**  
**Identification Number 16496**  
**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

**Attorney for Plaintiff**

Mortgage Electronic Registration Systems, Inc.,  
its Successors and Assigns, As Nominee for  
Household Finance Corporation, its Successors  
and Assigns  
636 Grand Regency Boulevard  
Brandon, FL 33510  
v.  
Donald A. Webster  
Box 167  
New Milford, PA 18834

Clearfield County  
Court of Common Pleas

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Mortgage Electronic Registration Systems, Inc., its Successors and Assigns, As Nominee for Household Finance Corporation, its Successors and Assigns, a corporation duly organized and doing business at the above captioned address.

2. The Defendant is Donald A. Webster, who is the mortgagor and real owner of the mortgaged property hereinafter described, and his last-known address is Box 167, New Milford, PA 18834.

3. On 02/07/2002, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to EquiFirst Corporation which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 506, Page 227.

4. On 05/28/2002, the aforesaid mortgage was thereafter assigned by EquiFirst Corporation to Mortgage Electronic Registration Systems, Inc., its Successors and Assigns, As Nominee for Household Finance Corporation, its Successors and Assigns, Plaintiff herein, by Assignment of Mortgage recorded in the Office of the Recorder of Clearfield County in Assignment of Mortgage Book 515, page 250.

5. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known as Box 167, New Milford, PA 18834.

6. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/17/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

7. The following amounts are due on the mortgage:

Principal Balance	\$ 88,846.62
Interest through 10/31/2003	\$ 4,656.91
(Plus \$ 23.73 per diem thereafter)	
Attorney's Fee	\$ 4,442.33
Late Charges	\$ 309.28
Corporate Advance	\$ 125.00
Cost of Suit	\$ 225.00
Appraisal Fee	\$ 125.00
Title Search	\$ 200.00
<b>GRAND TOTAL</b>	<b>\$ 98,930.14</b>

8. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

9. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) and notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq., commonly known as the Combined Notice of Delinquency has been sent to Defendant by regular mail with certificate of mailing.

WHEREFORE, Plaintiff demands Judgment against the Defendant in the sum of \$98,930.14, together with interest at the rate of \$23.73 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

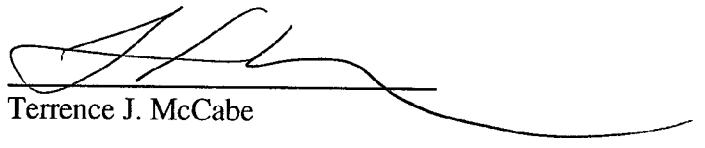


TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, Terrence J. McCabe, Esquire, hereby certifies that he is the Attorney for the Plaintiff in the within action, and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsification to authorities.

Terrence J. McCabe



156422

HM

Prepared By:

**HMS (6/9/01)**

Michelle Shorter  
820 Forest Point Circle, Charlotte,  
NC 28273

Parcel Number:  
147.00-2027.00000

Env  
Return To: Chester D Newhart Esq  
~~EquiFirst Corporation~~  
~~Attn: Collateral Mgmt.~~  
~~820 Forest Point Circle~~  
~~Charlotte, NC 28273~~

— [Space Above This Line For Recording Data] —

## MORTGAGE

### 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 **February 7, 2002** together with all Riders to this document.  
(B) "Borrower" is **Donald A Webster**

## EXHIBIT 'A'

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **EquiFirst Corporation**

Lender is a **Corporation**

**156422**

**PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3039 1/01**

**VMP -6(PA) 10008**

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VMP MORTGAGE FORMS - (800)521-7291

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organized and existing under the laws of North Carolina  
Lender's address is 820 Forest Point Circle, Charlotte, NC 28273

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated February 7, 2002  
The Note states that Borrower owes Lender **ninety thousand and 00/100**

Dollars  
(U.S. \$ 90,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 17, 2032

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Arbitration Rider

**PrePayment Penalty Rider**

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(O) "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.

(P) "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 Lender the following described property located in the **County** [Type of Recording Jurisdiction]  
**of Susquehanna** [Name of Recording Jurisdiction]:

See Attached Exhibit A

which currently has the address of **Box 167**

**New Milford**  
("Property Address"):

[Street]  
[City], Pennsylvania 18834 [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."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made 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.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

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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

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shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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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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**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. 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. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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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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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds 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 Miscellaneous 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 pay for the repairs and restoration in a single disbursement 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 Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous 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 Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous 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.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

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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

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have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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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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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**26. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**27. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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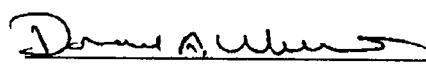
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

  
Donald A. Webster

(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

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## **Prepayment Penalty Rider to Security Instrument**

(To Be Recorded Together with Security Instrument)

This PREPAYMENT PENALTY RIDER (the "Rider") is made this 7th day of February, 2002 and amends the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") dated the same date and given by the person(s) who sign below (the "Borrower(s)") to EquiFirst Corporation (the "Lender") to secure repayment of a Note in the amount of U.S. \$90,000.00

In addition to the agreements and provisions made in the Note and the Security Instrument, both the Borrower(s) and the Lender further agree as follows:

### **PREPAYMENT PENALTY**

If I prepay this loan in full within 3 year(s) from the date of this loan, I agree to pay a prepayment penalty to the Note Holder. The amount of the prepayment will be the amount equal to six (6) months interest at the interest rate shown in Section 2 of the Note on the unpaid principal balance of the loan outstanding on the date of prepayment. This amount will be in addition to any other amounts I may owe under the provisions of the Note or the Security Instrument that secures the Note. If I make the prepayment in full on or after the 3rd anniversary date of the Note, the Note Holder will impose no prepayment penalty.

Donald A. Webster  
Donald A. Webster

## ARBITRATION RIDER

(To Be Recorded Together with Security Instrument)

THIS RIDER is made this 7th day of February 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to EquiFirst Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at

Box 167, New Milford, PA 18834

(Property Address)

As used in this Rider, the term "Lender" includes Lender's successors and assigns and the company servicing the Note on Lender's behalf.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**ARBITRATION OF DISPUTES.** Any claim, dispute or controversy (whether in contract, tort, or otherwise) arising from or related to the loan evidenced by the Note, including but not limited to all statutory claims, any claim, dispute or controversy that may arise out of or is based on the relationships which result from the Borrower's application to the lender for the loan, the closing of the loan, or the servicing of the loan, or any dispute or controversy over the applicability or enforceability of this arbitration agreement or the entire agreement between Borrower and Lender (collectively "claim"), shall be resolved, upon the election of either Borrower or Lender, by binding arbitration, and not by court action, except as provided under "Exclusions from Arbitration" below.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. Sections 1-16) and the Code of Procedure of the National Arbitration Forum in effect at the time a claim is filed. Copies of the arbitration rules and forms can be obtained and any claims can be filed at any National Arbitration Forum office, at P.O. Box 50191, Minneapolis, MN 55404, on the World Wide Web at [www.arb-forum.com](http://www.arb-forum.com) or by calling (800) 474-2371.

This agreement to arbitrate shall apply no matter by whom or against whom a claim is made. Any election to arbitrate may be made at any time, regardless of whether a lawsuit has been filed or not, and such party making the election may bring a motion in any court having jurisdiction to compel arbitration of any claim and/or to stay the litigation of any claim pending arbitration. Any participatory arbitration hearing will take place in the federal judicial district of the Borrower's residence, unless a different location is agreed to by Borrower and Lender. At Borrower's request, Lender will advance the first \$150 of the filing and hearing fees for any claim which the Borrower may file against the Lender. The arbitrator will decide which party will ultimately be responsible for paying these fees. All claims between the Borrower and Lender shall be arbitrated individually, and shall not be subject to being joined or combined in any proceeding with any claims of any persons, or class of persons other than Borrower or Lender. The arbitrator shall apply relevant law and provide written, reasoned findings of fact and conclusions of law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**EXCLUSIONS FROM ARBITRATION.** This arbitration agreement shall not apply to rights or obligations under the loan documents that allow the Lender to foreclose or otherwise take possession of property securing the loan, including repossession, foreclose or unlawful detainer. Nor shall it be construed to prevent any party's use of bankruptcy or judicial foreclosure. No provision of this agreement shall limit the right of the Borrower to exercise Borrower's rights under the Uniform Covenant labeled "Borrower's Right to reinstate". Subject to these limitations, this arbitration agreement will survive the pay-off of the loan.

**SEVERABILITY.** If the arbitrator or any court determines that one or more terms of this arbitration agreement or the arbitration Code are unenforceable, such determination shall not impair or affect the enforceability of the other terms of this arbitration agreement or the arbitration Code.

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

*Mary F. Evans*

MARY F. EVANS  
RECORDER OF DEEDS



NOTICE: WHEN YOU SIGN THIS ARBITRATION RIDER, YOU ARE AGREEING THAT EVERY DISPUTE DESCRIBED ABOVE MAY BE DECIDED EXCLUSIVELY BY ARBITRATION. YOU ARE GIVING UP RIGHTS YOU MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH A CLAIM OR DISPUTE. DISCOVERY IN ARBITRATION PROCEEDINGS IS LIMITED IN THE MANNER PROVIDED BY THIS AGREEMENT AND THE RULES OF ARBITRATION. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS ENTIRE ARBITRATION AGREEMENT CAREFULLY BEFORE SIGNING THIS ARBITRATION RIDER.

BY SIGNING BELOW, Borrower accepts and agrees to the provisions contained in this Rider.

Donald A. Webster

Donald A. Webster

All that certain lot, piece or parcel of land situate in the Township of Harford, County of Susquehanna and State of Pennsylvania, bounded and described as follows:

Beginning at a point in the center of state highway L.R. # 57029, said point also being the intersection of Township Road #558 with the aforementioned state highway; thence along the center of L.R. #57029 south thirty five degrees no minutes east three hundred and no hundredths feet (S 35 degrees 00' E 300.0') to a point thence across lands of Arthur Roach the following two courses and distances: (1) South fifty three degrees forty five minutes west eight hundred and no hundredths feet (S53 degrees 45' W 800.0') and (2) North thirty five degrees no minutes west three hundred and no hundredths feet (N35 degrees 45' E 300.0') to a point in the center of Township Road #558; thence along the center of said township road north fifty three degrees forty five minutes east eight hundred and no hundredths feet (N53 degrees 45' E 800.0') to the place of beginning.

Containing 5.51 acres of land more or less as surveyed by Joseph Lednovich R.S.

The within conveyed premises are under and subject to the rights of way of any and all public highways or public utilities which may be over and across the same.

To the best information and belief of the parties hereto, said premises has never been used nor is it presently being used for the disposal of any hazardous waste.

Being the same premises conveyed to Donald A. Webster by virtue of Deed from Donald A. Webster and Carolyn P. Webster dated October 14, 1999 and recorded in Susquehanna County Deed Book 552 at Page 1052.

PARCEL # 147.00-2,027.00,000

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Certificate of Residence

I, CHESTER D. NEWMARt, do hereby certify that  
the correct address of the within-named Mortgagee is 820 Forest Point Circle, Charlotte,  
NC 28273

Witness my hand this 7th

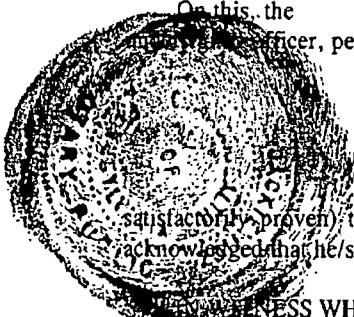
day of February, 2002

Chester D. Newmar

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, LUZERNE County ss:

On this, the 7th day of February 2002, before me, the  
notary public, personally appeared Donald A. Webster



known to me (or  
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:

NOTARIAL SEAL

Suzanne M. Jackiewicz, Notary Public  
Borough of Exeter, County of Luzerne  
My Commission Expires Oct. 25, 2003

Suzanne M. Jackiewicz

\_\_\_\_\_  
Title of Officer

SUSQUEHANNA COUNTY,  
REGISTER & RECORDER

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William A. Shaw  
Prothonotary/Clerk of Courts

McCABE, WEISBERG AND CONWAY, P.C.  
BY: TERRENCE J. McCABE, ESQUIRE  
Identification Number 16496  
123 South Broad Street, Suite 2080  
Philadelphia, PA 19109  
(215) 790-1010

Attorney for Plaintiff

Mortgage Electronic Registration Systems,  
Inc., its Successors and Assigns, As  
Nominee for Household Finance Corporation,  
its Successors and Assigns

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

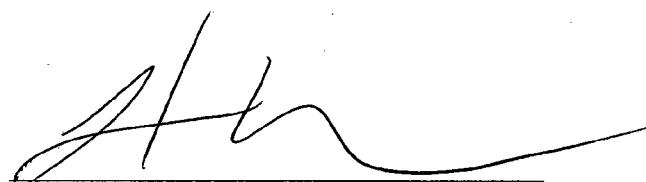
v.  
Donald A. Webster

FILED: 11/17/2003  
NUMBER: 03-1709-CD

**ORDER TO DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter discontinued and ended, without prejudice.



TERRENCE J. McCABE, ESQUIRE  
Attorney for Plaintiff

FILED

NOV 24 2003

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
18<sup>th</sup>  
24 2003  
William A. Shaw  
Prothonotary/Clerk of Courts  
cc & disc to Atty  
Copy to CIA

**COPY**

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

**CIVIL DIVISION**

**Mortgage Electronic Registration Systems, Inc.**

**Vs.** **No. 2003-01709-CD**  
**Donald A. Webster**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 24, 2003, marked:

Discontinued and Ended without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Terrence J. McCabe, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of November A.D. 2003.

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William A. Shaw, Prothonotary